



BOARD OF DIRECTORS MEETING
WEDNESDAY, MAY 3, 2017 - 7:30 A.M. (NOTE TIME CHANGE)
OMNITRANS METRO FACILITY
1700 WEST 5TH STREET
SAN BERNARDINO, CA 92411

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

A. CALL TO ORDER

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

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, June 7, 2017 – 8:00 a.m.
Omnitrans Metro Facility Board Room
2. Presentation: Employee of the Quarter Award

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 #E21 Action on Consent Calendar.

- | | |
|---|----|
| 1. Approve Board Minutes – April 5, 2017 | 7 |
| 2. Receive and File Administrative & Finance Committee Minutes – March 9, 2017 | 13 |
| 3. Receive and File sbX Construction Progress Report #57 through March 31, 2017 | 16 |
| 4. Receive and File Agency Management Report – Fiscal Year 2017 Third Quarter | 24 |
| 5. Receive and File Affirmative Action Status Report – As of April 17, 2017 | 33 |



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E. CONSENT CALENDAR CONTINUED

6. Receive and File Key Performance Indicators – Fiscal Year 2017 Third Quarter Report	34
7. Receive and File Management Strategic Plan Initiatives – Fiscal Year 2017 Third Quarter Report	35
8. Support Proposed Fiscal Year 2018 Management Plan	41
9. Authorize Assignment – Contract HRS13-182 – Workers’ Compensation Claims Administration Services	63
10. Adopt Resolution No. 300-17, Authorize Filing Fiscal Year 2018 Applications with Federal, State and Local Funding Sources for Federal Transportation Assistance	66
11. Adopt Resolution No. 301-17, Authorize Filing of Transportation Development Act, Article 4 Reimbursement Claim to San Bernardino County Transportation Authority.	68
12. Authorize Release – Invitation for Bids – IFB-MKP17-76 – Premium Bus Shelters	69
13. Authorize Release – Invitation for Bids – IFB- MNT 18-05 – Six Service Trucks	71
14. Authorize Release – Invitation for Bids – IFB- MNT 18-06 – Bus Filters	73
15. Authorize Award/Rescind – Purchase Order ITS17-46C – Datacenter and Hardware Refresh	75
16. Approve Funding Agreement between OPARC and Omnitrans	77
17. Approve Funding Agreement between Pomona Valley Workshop and Omnitrans	92
18. Approve Funding Agreement between Victor Valley Transit Authority and Omnitrans	108
19. Approve Funding Agreement between Central City Lutheran Mission and Omnitrans	124
20. Approve Agreement for Active Transportation Program for Safe Routes to Transit Project	140
21. 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. State of the Agency by CEO/General Manager	
2. Adopt Fiscal Year 2017 – 2018 Service Plan	180
3. Adopt Fiscal Year 2017 – 2018 Marketing Plan	217
4. Adopt Fiscal Year 2017 – 2018 Budget	246
5. Authorize Award, Contract FIN17-13, Third Party Consultant to Provide Natural Gas and Management of the Low Carbon Fuel Standard (LCFS) Credit Program Under California AB 32	274
6. Authorize Award, Contract HRS17-68, Employee Recognition Awards	277
7. Authorize Sole Source Award, Contract ITS17-80, Genfare Software Support and Maintenance	280



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F. DISCUSSION ITEMS CONTINUED

- | | |
|---|-----|
| 8. Authorize Award, Contracts MNT17-57 (A-B), Uniform and Textile Services | 282 |
| 9. Authorize Award, Contract MNT17-69, Bus Cleaning Services | 285 |
| 10. Authorize Award, Contract MNT18-10, Ten (10) ADA Certified Paratransit Vehicles | 288 |
| 11. Authorize Sole Source Award, Feron Real Property Lease Agreement | 290 |

G. BOARD BUSINESS

There is no Closed Session

H. REMARKS AND ANNOUNCEMENTS

I. ADJOURNMENT

ITEM # D1

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

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

FORM MOTION

Staff hereby provides a listing of principals and subcontractors associated with action items on the agenda for the Board of Director's Meeting scheduled May 3, 2017.

Item	Contract	Principals & Agents	Subcontractors
E9	Authorize Assignment Contract HRS 13-182 Workers' Compensation Claims Administration Services	<i>Pacific Claims Management (a corporation) Fresno, CA Jerry Laval President</i>	<i>N/A</i>
E15	Authorize Award/Rescind Purchase Order ITS17-46C Datacenter and Hardware Refresh	<i>GovConnecton, Inc. dba Connection Public Sector Solutions Rockville, MD Robert Howard, President</i>	<i>Mobilematics San Jose, CA</i>
F5	Authorize Award Contract FIN17-13 Third Party Consultant to Provide Natural Gas and Management of the Low Carbon Fuel Standard (LCFS) Credit Program Under California AB 32	<i>GHI Energy, Inc. Houston, TX John Greene President</i>	<i>Devlar Energy Marketing, LLC, Englewood CO EcoEngineers Des Moines, IA</i>
F6	Authorize Award Contract HRS17-68 Employee Recognition Awards	<i>Michael C. Fina Recognition Long Island, NY Jeffrey Fina Chief Customer Officer</i>	<i>N/A</i>

F7	Authorize Sole Source Award Contract ITS17-80 Genfare Software Support and Maintenance	<i>Genfare, a division of SPX Corporation Elk Grove, IL Tara Farnsworth Director of Marketing & Customer Service</i>	N/A
F8	Authorize Award Contracts MNT17-57 (A-B) Uniform and Textile Services	<i>P&P Uniforms, Inc. Riverside, CA Paul Shanabarger CEO</i> <i>Aramark Uniform Services Riverside, CA Cody Forrester Major Account Executive</i>	N/A N/A
F9	Authorize Award Contract MNT17-69 Bus Cleaning Services	<i>Hallcon Corporation Lenexa, KS Brian Kirk CFO</i>	N/A
F10	Authorize Award Contract MNT18-10 Ten (10) ADA Certified Paratransit Vehicles	<i>Creative Bus Sales Chino, CA Anthony Matijevitch President</i>	N/A
F11	Authorize Sole Source Award Feron Real Property Lease Agreement	<i>Davies Family 1991 Trust Rancho Cucamonga, CA Lester A. Davies Trustee</i>	N/A

PSG:JMS

CONFLICT OF INTEREST FORM

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

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

BOARD MEMBER INFORMATION

BOARD MEMBER NAME	CITY/COUNTY NAME	MEETING DATE

CAMPAIGN CONTRIBUTIONS

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

FINANCIAL INTEREST

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

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

SIGNATURE

Board Member Signature	Date
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ITEM # _____ E1 _____

**BOARD OF DIRECTORS' MEETING
MINUTES OF APRIL 5, 2017**

A. CALL TO ORDER

Chairman Sam Spagnolo called the regular meeting of the Omnitrans Board of Directors to order at 8:00 a.m., Wednesday, April 5, 2017, at the Omnitrans Facility located at 1700 West 5th Street, San Bernardino, California.

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

BOARD MEMBERS PRESENT

Council Member Sam Spagnolo, City of Rancho Cucamonga – Chairman
Council Member David Avila, City of Yucaipa
Mayor Carey Davis, City of San Bernardino
Mayor Richard DeLaRosa, City of Colton
Council Member Pat Gilbreath, City of Redlands
Council Member Ed Graham, City of Chino Hills
Supervisor Curt Hagman, County of San Bernardino
Mayor Penny Lilburn, City of Highland
Council Member Sylvia Robles, City of Grand Terrace
Council Member Jesus Sandoval, City of Fontana - Alternate
Supervisor Janice Rutherford, County of San Bernardino
Mayor Debbie Stone, City of Upland
Mayor Eunice Ulloa, City of Chino
Council Member Alan Wapner, City of Ontario

BOARD MEMBERS NOT PRESENT

Council Member Ron Dailey, City of Loma Linda – Vice Chairman
Mayor Paul Eaton, City of Montclair
Supervisor Josie Gonzales, County of San Bernardino
Supervisor Robert Lovingood, County of San Bernardino
Supervisor James Ramos, County of San Bernardino
Mayor Deborah Robertson, City of Rialto

OMNITRANS' ADMINISTRATIVE STAFF PRESENT

P. Scott Graham, CEO/General Manager
Diane Caldera, Director of Operations
Marge Ewing, Director of Human Resources, Safety & Regulatory Compliance
Samuel Gibbs, Director of Internal Audit
Jacob Harms, Director of Information Technology
Jennifer Sims, Director of Procurement
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Rick Barone, Materials Manager
Jeremiah Bryant, Service Planning Manager
Omar Bryant, Maintenance Manager
Barbara Erwin, Safety & Security Regulatory Compliance Manager
Maurice Mansion, Treasury Manager
Ray Maldonado, Employee Relations Manager
Terry Morocco, Safety & Regulatory Compliance Specialist
Kimberly Perez, Programs Administrator
Nicole Ramos, Marketing Manager
Krystal Turner, Contracts Administrator
Christine Van Matre, Contracts Administrator
Vicki Dennett, Senior Executive Assistant to CEO/General Manager

LEGAL COUNSEL

Haviva Shane, Legal Counsel

B. ANNOUNCEMENTS/PRESENTATIONS

1. Next Board Meeting: Wednesday, May 3, 2017, 7:30 a.m.
Omnitrans Metro Facility Board Room

C. COMMUNICATIONS FROM THE PUBLIC

Patricia Sachs commented that at the last Board meeting she spoke about investing in San Bernardino's E Street. She stated that some real estate opportunities have recently become of interest and mentioned one particular meeting she plans on attending related to the San Bernardino Airport. Ms. Sachs foresees great things in the future and stated that this is her year.

Ms. Sachs stated that in regards to Omnitrans, she suggested that the Marketing Department continue their outreach efforts by offering free bus coupons to promote public transportation particularly to new businesses in the area.

Member Ulloa arrived at 8:06 a.m.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no Conflict of Interest Issues.

E. CONSENT CALENDAR

1. Approve Board Minutes – March 1, 2017
2. Receive and File Administrative & Finance Committee Minutes – February 9, 2017
3. Receive and File Construction Progress Report No. 56 through February 28, 2017 – sbX E Street Corridor BRT Project
4. Receive and File OmniConnects FY2019-2025 SRTP Kick Off
5. Approve Fiscal Year 2017-2018 Budget Assumptions
6. Authorize Release - IFB-ITS17-78, Kronos Workforce Timekeeper Licensing and Maintenance
7. Authorize Release – IFB-MKP17-79, Promotional Items
8. Authorize Release – IFB-ITS17-49, Variable Message Sign Maintenance, Inspection and Testing
9. Authorize Release – RFP-FIN18-01, Banking and Merchant Services
10. Authorize Award – Contract ITS17-52, SAP Consulting Services – E-Recruiting
11. Authorize Award – Contract ITS17-62 (A-B), SAP Consulting Services – Supplier Relationship Management and Rapid Marts
12. Authorize Award/Rescind – Contract MNT16-109, Miscellaneous Bulk Oils and Lubricants

Supervisor Rutherford requested that Items 10 and 11 be pulled for discussion. Jacob Harms, Director of Information Technology addressed Supervisor Rutherford's questions.

M/S (Gilbreath/Hagman) that approved Consent Calendar Items 1-9. Motion was unanimous by Members present.

Member Sandoval arrived at 8:08 a.m.

Member Stone arrived at 8:10 a.m.

M/S (Gilbreath/Wapner) that approved remaining Consent Calendar Items 10 and 11. Motion was unanimous by Members present.

F. DISCUSSION ITEMS

1. CEO/General Manager's Report

CEO/General Manager P. Scott Graham introduced Nicole Ramos, Marketing Manager.

Ms. Ramos announced that Omnitrans received 1st Place in the 2017 American Public Transportation Association (APTA) Ad Wheel competition. She also played a commercial promoting the sbX service.

Member Ulloa exited the room at 8:24 a.m. and returned at 8:25 a.m.

Member DeLaRosa asked that the commercial be shared with the various City Managers' in an effort to promote the commercial within the cities and community.

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

2. Authorize Award (Bench) - Contracts MNT17-26 (A-B), Towing Services

M/S (Wapner/Graham) that authorized the CEO/General Manager to award Contracts MNT17-26A to Armada Transport, Inc. of San Bernardino, CA, and MNT17-26B to Bill & Wag's, Inc. of Ontario, CA, for the provision of Towing Services beginning June 1, 2017 and the authority to exercise three (3) single year options tied to the Consumer Price Index (CPI), extending the contracts to no later than May 31, 2022, in an aggregate amount of \$277,729, plus a ten percent contingency of \$27,773, for a total not-to-exceed amount of \$305,502, should all option years be exercised. Motion was unanimous by Members present.

3. Authorize Award – Contract HRS17-56, Leadership Programs

M/S (Hagman/DeLaRosa) that authorized the CEO/General Manager to award Contract HRS17-56 to Insight Strategies, Inc. (Insight) of Torrance, CA, for the provision of Leadership Programs for a two (2) year base period beginning April 2017, and the authority to exercise three (3) single option years tied to the Consumer Price Index (CPI), extending the contract to no later than April 2022, in the amount of \$330,600, plus a ten percent contingency of \$33,060, for a total not-to-exceed amount of \$363,660, should all option years be exercised. Motion was unanimous by Members present.

4. Authorize Award – Contract MKP17-65, Fare Media Printing Services

M/S (Avila/Lilburn) that authorized the CEO/General Manager to award Contract MKP17-65 to Magnetic Ticket and Label Corporation of Dallas, TX, for the provision of Fare Media Printing Services for a two (2) year base period beginning June 1, 2017 with the authority to exercise three (3) single option years tied to the Consumer Price Index (CPI) ending no later than May 31, 2022, in the amount of \$180,364, should all options be exercised. Motion was unanimous by Members present.

5. Authorize Award – MNT17-57 (A-B), Uniform and Textile Services

Chairman Spagnolo stated that Item F5 was pulled from the agenda.

6. Authorize Amendment 3 – Contract MNT12-12, Maintenance and Repair of Liquefied Compressed Natural Gas (LCNG) Facilities

M/S (Gilbreath/Hagman) that authorized the CEO/General Manager to execute Amendment 3 to Contract MNT12-12 for Maintenance and Repair of LCNG Facilities to Clean Energy of Seal Beach, CA, to extend services on a month-to-month basis through August 31, 2017, modify scope of work to include equipment, and increase the contract

by \$349,968 for a new not-to-exceed amount of \$1,903,623. Motion was unanimous by Members present.

7. AB 548 – An Act to Create Omnitrans Transit District – Update from Legal Counsel and Request for Direction from the Board

General Counsel Haviva Shane presented this item. She provided some historical background and briefed the Board on the status of the item since their last meeting. Ms. Shane stated that staff was seeking direction from the Board as to how they wished to proceed on this issue.

The Board asked that in addition to working with Assembly Member Steinorth's office, staff and Legal Counsel continue to work with the San Bernardino County Transportation Authority (SBCTA) on this matter.

M/S (Wapner/Rutherford) to suspend the process at this time until some of the issues are resolved and there is clear direction moving forward.

G. BOARD BUSINESS

The Board adjourned into Closed Session at 8:43 a.m.

CLOSED SESSION

1. Conference with Labor Negotiator Sam Spagnolo concerning labor negotiations with Chief Executive Office/General Manager pursuant to Government Code Section 54957.6

The Board reconvened at 8:57 a.m. with no reportable action.

OPEN SESSION

1. Approve the Amended and Restated Employment Agreement for P. Scott Graham, Chief Executive Officer/General Manager, effective February 5, 2017

M/S (Hagman/Graham) that approved the amended and restated employment agreement for P. Scott Graham, Chief Executive Officer/General Manager, effective February 5, 2017.

Member Wapner stressed the importance of succession planning and stated that the Board authorized the CEO/General Manager to seek an outside recruiting agency to assist with that effort.

H. REMARKS AND ANNOUNCEMENTS

CEO/General Manager P. Scott Graham announced that today is Vicki Dennett, Senior Executive Assistant to CEO/General Manager's last meeting. He stated that she has been his business partner for 11 years, a friend to the Board and to many, and a personal friend.

She will be greatly missed. The Board recognized Ms. Dennett for her 23 years of service to Omnitrans and wished her well in her retirement.

Member Davis announced that on April 6, 2017, the Inland Empire 66ers will have their opening game and invited everyone to attend. Member Davis will be throwing the first pitch.

I. ADJOURNMENT

The Board adjourned at 8:55 a.m. The next regular meeting is scheduled Wednesday, May 3, 2017, at 7:30 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # _____ E2 _____

**ADMINISTRATIVE & FINANCE COMMITTEE
MINUTES, MARCH 9, 2017**

A. CALL TO ORDER

Chairman Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, March 9, 2017.

1. Pledge of Allegiance
2. Roll Call

Committee Members Present

Council Member Ed Graham, City of Chino Hills – Committee Chair
Council Member David Avila, City of Yucaipa
Mayor Carey Davis, City of San Bernardino
Mayor Paul Eaton, City of Montclair
Council Member Patricia Gilbreath, City of Redlands
Supervisor Curt Hagman, County of San Bernardino
Council Member John Roberts, City of Fontana
Mayor Pro Tem Sylvia Robles, City of Grand Terrace
Mayor Pro Tem Spagnolo, City of Rancho Cucamonga

Committee Members Absent

Council Member Alan Wapner, City of Ontario

Omnitrans Administrative Staff Present

Diane Caldera, Director of Operations
Mark Crosby, Security & Emergency Preparedness Coordinator
Jack Dooley, Director of Maintenance
Marge Ewing, Director of Human Resources/Safety & Security
Sam Gibbs, Director of Internal Audit
Eugenia Pinheiro, Contracts Manager
Andres Ramirez, IPMO Program Manager
Jennifer Sims, Director of Procurement
Doug Stanley, Interim Director Special Transit Services
Don Walker, Director of Finance
Wendy Williams, Director of Marketing/Planning
Omar Bryant, Maintenance Manager
Maurice Mansion, Treasury Manager
Vicki Dennett, Senior Executive Assistant to the CEO/General Manager

B. ANNOUNCEMENTS/PRESENTATIONS

The next Committee Meeting is scheduled Thursday, April 13, 2017, at 8:00 a.m.

C. COMMUNICATIONS FROM THE PUBLIC

There were no communications from the public.

D. POSSIBLE CONFLICT OF INTEREST ISSUES

There were no conflict of interest issues identified.

E. DISCUSSION ITEMS

1. Approve Administrative & Finance Committee Minutes – February 9, 2017

M/S (Hagman/Spagnolo) that approved the Committee Minutes of February 9, 2017. Member Eaton abstained. Motion was approved by remaining Members present.

2. Recommend the Board of Directors Receive and File Construction Progress Report No. 56 through February 28, 2017 – sbX E Street Corridor BRT Project

IPMO Manager Andres Ramirez presented this item. He reported zero lost time due to injuries with over 511,000 man hours completed for the project. He also provided a status update on the following projects:

- E Street Corridor Tenth to Highland Project is complete and staff issued the final close-out documents. The street was re-opened in September 2016.
- The PA system installation at the stations continues.
- Vehicle Maintenance Facility (VMF) modification work continues and is expected to be complete by the end of April 2017.
- Federal Transit Administration (FTA) Project Closeout; 5309 funds were returned to the FTA. The After Study is complete and the survey results will be presented in the coming months.

This item was received and filed and will be forwarded to the Board of Directors for receipt and file.

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

Director of Finance Don Walker presented this item. He reported that for the month of March, the price of natural gas is at \$0.79 per gallon; with an average price of \$0.75 for the first nine months of the fiscal year. Mr. Walker explained that the budgeted amount was \$0.65 per gallon with the expectation that the pipeline infrastructure would be completed by January 2017. He further explained that year-to-date as of February 2017,

the cost of natural gas is \$2.4 million compared to the budgeted amount of \$1.7 million. Mr. Walker mentioned that to mitigate some of the costs, Omnitrans filed for the 2016 Alternative Fuel Tax Credit in 2017, which resulted in \$1.4 million in revenue annually. Lastly, he stated that Fuel Tax Credit ended in 2016 and it is unknown at this time whether the current administration will continue the program.

This item was received and filed.

4. Recommend the Board of Directors Approve Fiscal Year 2017-2018 Budget Assumptions

Treasury Manager Maurice Mansion presented this item discussing the process whereby the budget assumptions were developed, touching briefly on each one.

He noted three corrections on page 17 with respect to the following areas:

- Maintenance and Administrative/Support Unit (Teamsters) – Benefits Package: Medical Benefits should be effective *July 1, 2016*.
- Coach Operators (ATU) – Benefits Package: Medical Benefits should be effective *April 1, 2016*.
- Coach Operators (ATU) Single 100%; Plus 1: Should be 85% of medical premium.

Member Avila arrived 8:06 a.m.

M/S (Gilbreath/Eaton) that recommended the Board of Directors approve Fiscal Year 2017-2018 Budget Assumptions. Motion was unanimous by Members present.

F. ADJOURNMENT

The Administrative and Finance Committee meeting adjourned at 8:13 a.m.

The next Administrative and Finance Committee Meeting is scheduled Thursday, April 13, 2017, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

Araceli Barajas, Executive Staff Assistant

ITEM # E3

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

**SUBJECT: CONSTRUCTION PROGRESS REPORT NO. 57 THROUGH
MARCH 31, 2017 – sbX E STREET CORRIDOR BRT PROJECT**

FORM MOTION

Receive and file Construction Progress Report No. 57 for the sbX E Street Corridor BRT Project through March 31, 2017.

This item was reviewed by the Administrative and Finance Committee at its April 13, 2017, meeting, and recommended for receipt and file.

BACKGROUND

This is Construction Progress Report No. 57 for the sbX E Street Corridor Project.

CONCLUSION

Receive and file Construction Progress Report No. 57 for the sbX E Street Corridor BRT Project through March 31, 2017.

PSG:AR

Attachment

**sbX E Street Corridor
Bus Rapid Transit (BRT) Project
Construction Progress Report No. 57**

March 31, 2017

Prepared By:

**Omnitrans
Integrated Project Management Office**

Contractor: SBX Corridor - Griffith/Comet Joint Venture
PA System – Ford Audio Visual
VMF – USS Cal Builders
10th to Highland – Matich Corporation
VMF Modification – Regency Pacific

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez

TABLE OF CONTENTS

- I. Project Status Summary
 - A. Project Description
 - B. Summary Status Update
- II. Project Schedule
- III. Safety
- IV. Project Budget and Cost

I. PROJECT STATUS SUMMARY

A. Project Description

The sbX E Street Corridor BRT Project is an Omnitrans transit improvement project that consists of three components.

E Street Corridor: A 15.7-mile-long Bus Rapid Transit Corridor that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. The sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

Bus Purchase: In order to provide service to the E Street Corridor a total of fourteen 60' articulated buses will be purchased.

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

B. Summary Status Update

E Street Corridor:

10th to Highland:

- Final Pay App received from Contractor and paid; all retention funds paid out.
- Final Change Order including all final work performed is being prepared now for Contractor. Contractor owes Agency some final close-out documentation.
- Contract close-out will occur with filing of Substantial Completion with the County following all final documentation exchanged.

PA System:

- Installation of speakers at stations is complete; some equipment placement remains to be done.
- Equipment currently being installed at East Valley location to connect PA system to IT and Human Resources/Safety & Regulatory Compliance departments.
- List of 20 selected messages for professional recording per Contract given by the Agency to Contractor.
- Change Order for added equipment (amplifiers) at six sbX stations is processing through Procurement now. This CO was generated when it was discovered that at six stations necessary conduit to connect amplifiers to stations speakers was missing and not in place. This CO will enable connection to stations speakers.
- Projected completion June 28, 2017

Vehicle Maintenance Facility:

Contract Closeout

- Final Change Order and Final Acceptance is pending with the Procurement Dept.

VMF**Modification Work**

- Contractor Regency-Pacific has completed tasks assigned by Scope of Work, with exception of securing As-Builts from RNS.
- Additional work is required and identified in Change Order Requests from Contractor; (These changes are completion of Bus Vacuum System, testing, training and fix to Fall Protection System for certification); Change Order #2 is pending from Procurement Dept. (These changes total approximately \$13,000).
- Contract expired on March 23, 2017, and will be extended for the identified change work; plans are to extend to May 31, 2017.
- Once Change Order work completed, the contract may be closed.

Project Closeout with FTA:**Project Closeout**

- Funds transfer for FTA reimbursement complete.
- Corridor After Study results to be presented to Board of Directors in May.
- Once the After Study is completed, Finance Dept. will close out the sbX Contract.

II. PROJECT SCHEDULE

The three major components of the project (E Street Corridor, 60' Articulated Buses, and the Vehicle Maintenance) are complete and have been placed into operation. Additional components to the project (i.e. 10th to Highland, City Acceptance Work, the PA System, and the VMF Completion Work) are currently being worked on and are in different stages of progress. Projected completion dates listed below:

	Scheduled Completion	Projected Completion
E Street Corridor		
City of SB Final Work / World Oil	February 2016	Completed
10 th to Highland	September 2016	Completed
PA System	November 2016	June 2017
Vehicle Maintenance Facility		
Modification Work	May 2016	May 2017
Project Closeout with FTA		
After-Study	April 2017	May 2017

III. SAFETY

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis. Below is a breakdown of the hours achieved with zero lost time due to injuries:

	Through March 2017
E Street Corridor	
Corridor Construction including final Work	425,441
10 th to Highland	19,893
PA System	3,072
Vehicle Maintenance Facility	65,464
Total	513,870

IV. PROJECT BUDGET AND COST

The project continues to be within budget. We currently have zero open claims on the project. A breakdown of the project costs and projections is detailed in the following tables:

Total Project Budget Summary Budget as of February 28, 2017

Approved Budget	\$191,706,000
Cost to Date	\$186,427,472
Estimate to Complete	
Corridor Project	\$ 2,194,297
10 th to Highland	\$ 324,645
Estimate at Completion	\$188,668,624

Budget By Contract Packages 28-Feb-2017								(Contract Award + Approved Changes)		(Approved Current Budget- Committed)	Forecast		
											Potential Uses of Contingency		
	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	% of Approved Current Budget	Contracts Awarded	Approved Changes	Committed	Expenditure Authorization Remaining	Remaining Contingency	Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion
BRT Construction													
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	81,238,395	96.4%	64,937,853	16,365,742	81,303,595	6,456,668	3,333,405	-	-	81,303,595
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000
Other Direct Payments			48,401	57,557		57,557	-	57,557	(9,156)	(57,557)	-	-	57,557
Delineators				70,991		89,943	(18,952)	70,991	(70,991)	(70,991)	-	-	70,991
PA System				150,341		563,875	-	563,875	(563,875)	(563,875)	56,388	-	620,263
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	75,000	75,000	167,500
BRT Design													
Parsons	19,193,400	17,849,400	18,097,876	19,043,608	107.1%	16,464,092	2,758,926	19,223,018	(1,125,142)	(1,373,618)	-	-	19,223,018
PA System				71,300		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300
Miscellaneous Work				-		-	-	-	-	-	-	-	-
VMF Construction													
USS Cal Builders	5,370,000	8,131,000	14,498,152	14,846,328	185.5%	10,579,786	3,955,349	14,535,135	(36,983)	(6,404,135)	100,000	-	14,635,135
Regency Pacific				240,277		697,000	-	697,000	(697,000)	(697,000)	69,700	-	766,700
VMF Design													
STV	1,007,600	1,007,600	1,418,132	1,911,795	191.6%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	-	-	1,999,756
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800
Vehicles Design & Manufacturing-N.F.	16,628,000	16,628,000	15,978,093	15,211,154	92.5%	15,483,572	(272,418)	15,211,154	766,939	1,416,846	-	-	15,211,154
Other Vehicle Equipment			318,853	173,484		318,853	(145,369)	173,484	145,369	(173,484)	-	-	173,484
ROW Acquisition Services-SANBAG	6,532,000	10,357,000	11,738,400	11,418,850	110.3%	10,971,135	447,715	11,418,850	319,550	(1,061,850)	-	-	11,418,850
3rd Party Utilities Design & Reloc.		1,003,000	1,157,223	1,106,705	110.3%	1,174,205	-	1,174,205	(16,982)	(171,205)	50,000	-	1,224,205
Project Admin. And Management													
Jacobs	6,638,000	6,632,000	11,852,647	12,969,303	195.6%	3,898,769	9,070,534	12,969,303	(1,116,656)	(6,337,303)	-	-	12,969,303
Other													
IPMO	17,624,000	15,012,450	14,722,701	14,741,216	98.2%	15,006,001	-	15,006,001	(283,300)	6,449	-	-	15,006,001
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	(500,000)	-	500,000	1,112,000	-	-	-
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	374,686	37.5%	1,000,000	(527,136)	472,864	527,136	527,136	-	-	472,864
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	(25,000)	-	464,000	1,463,000	-	-	-
Start-Up	720,000	720,000	700,000	145,465	20.2%	264,866	-	264,866	435,134	455,134	10,000	-	274,866
Sub-Total	177,676,000	173,633,000	188,431,091	182,259,073	105.0%	151,563,275	32,167,917	183,731,192	4,699,899	(10,098,192)	369,388	75,000	184,175,579
Unallocated Contingency	14,030,000	18,073,000	4,255,511					10,098,192		7,974,808			7,530,421
10th to Highland Projected Costs			4,484,121	4,168,399	93.0%	4,323,540	160,581	4,484,121	-	(4,484,121)	8,924	-	4,493,045
Remaining Unallocated Contingency													3,037,376
Total	191,706,000	191,706,000	188,659,700	186,427,472	97.2%								191,706,000

IPMO/sbX Project Cost Report											
Period Ended 28-Feb-2017											
Description	Current Budget	Approved Current Budget	Authorized for Expenditure	Expenditures \$	%	Remaining Budget	Committed %	Estimate to Complete	Estimate at Completion	Budget Forecast Variance	
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 87,876,664	\$ 81,585,284	96.4%	3,051,716	\$ 82,081,518	97.0%	\$ 206,388	\$ 82,287,905	\$ 2,349,095
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,498,152	\$ 15,086,605	185.5%	(6,955,605)	\$ 15,232,135	187.3%	\$ 169,700	\$ 15,401,835	\$ (7,270,835)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 16,296,946	\$ 15,384,638	92.5%	1,243,362	\$ 15,384,638	92.5%	\$ -	\$ 15,384,638	\$ 1,243,362
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,738,400	\$ 11,418,850	110.3%	(1,061,850)	\$ 11,418,850	110.3%	\$ -	\$ 11,418,850	\$ (1,061,850)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,157,223	\$ 1,106,705	110.3%	(103,705)	\$ 1,174,205	117.1%	\$ 50,000	\$ 1,224,205	\$ (221,205)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 18,097,876	\$ 19,114,908	107.1%	(1,265,508)	\$ 19,306,018	108.2%	\$ 8,300	\$ 19,314,318	\$ (1,464,918)
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,445,932	\$ 1,930,175	191.6%	(922,575)	\$ 2,019,556	200.4%	\$ -	\$ 2,019,556	\$ (1,011,956)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 37,319,898	\$ 36,631,908	107.7%	(2,611,908)	\$ 37,114,273	109.1%	\$ 10,000	\$ 37,124,273	\$ (3,104,273)
Allocated Contingency (Construction Contract)	\$ -	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
SUB-TOTAL	\$ 173,633,000	\$ 173,633,000	\$ 188,431,091	\$ 182,259,073	105.0%	(8,626,073)	\$ 183,731,192	105.8%	444,388	184,175,579	(10,542,579)
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ 4,255,511	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
10th to Highland	\$ -	\$ 4,493,045	\$ 4,484,121	\$ 4,168,399	92.8%	324,645	\$ 4,323,540	96.2%	\$ 324,645	\$ 4,493,045	\$ -
TOTAL	\$ 191,706,000	\$ 191,706,000	\$ 188,659,700	\$ 186,427,472	97.2%	\$ 9,771,573	\$ 188,054,732	98.1%	\$ 769,033	\$ 188,668,624	\$ 7,530,421



ITEM # E4

AGENCY MANAGEMENT REPORT

THIRD QUARTER 2017
FISCAL YEAR 2017

Agency Results

Operating Revenue

Third Quarter Operating Revenue of \$18,765,338 is \$351,354 under budget. Year-to-Date (YTD) Operating Revenue of \$56,905,184 is \$444,892 under budget. The negative quarterly and YTD revenue is primarily due to the decline in fare revenue.

Operating Expense

Third Quarter Operating Expense of \$19,675,370 is \$372,677 over budget. YTD Operating Expense of \$57,232,021 is \$676,057 under budget. The Third Quarter variance is primarily driven by the timing of printing and advertising. The YTD variance is primarily driven by casualty and liability insurance being higher than expected and the timing of CNG pipeline conversion.

Ridership

During the Third Quarter, Omnitrans carried a total 2,850,844 passengers. This consisted of 2,743,271 on Fixed Route service and 107,573 on Demand Response routes. This reflects a total system decrease of 9% when compared to the same quarter last year. YTD, Omnitrans carried a total of 9,187,023 passengers. This reflects a total system decrease of 8.5% when compared to the same period last year.

Revenue Hours/Revenue Miles

YTD, Omnitrans provided a total of 631,305 revenue hours reflecting an increase of 1.45% versus the same quarter last year. Omnitrans logged a total of 8,642,837 revenue miles during the quarter, reflecting a decrease of 1.90% when compared to same quarter last year. This negative variance is due to a decrease in ridership.

Farebox Recovery Ratio

YTD farebox revenue for Fixed Route is \$8,858,400 versus \$9,695,954 for the same period last year. This is a decrease of 8.6%. The farebox recovery ratio for the quarter is 25%.

YTD revenue for Access is \$328,623 versus \$349,007 for the same period last year. This is a decrease of 5.8% due to a decline in ridership. Farebox recovery ratio for the quarter is 32.61%.

Financials

Total Salaries and Benefits of \$11,972,096 are \$31,355 under budget for the Third Quarter. YTD Salaries and Benefits of \$35,440,696 are \$569,659 under budget. The year to date variance is driven by headcount being lower than planned.

Total Services are \$620,348 or \$114,919 under budget in Third Quarter. YTD Total Services are \$1,888,348 or \$292,703 under budget. The current quarter and YTD positive variance is primarily driven by the timing of services.

Materials and Supplies are \$1,218,675 or \$156,071 under budget in Third Quarter. YTD Materials and Supplies are \$4,162,483 or \$12,757 under budget. The current quarter and YTD positive variance is driven by the booking of CNG Fuel Tax Credits.

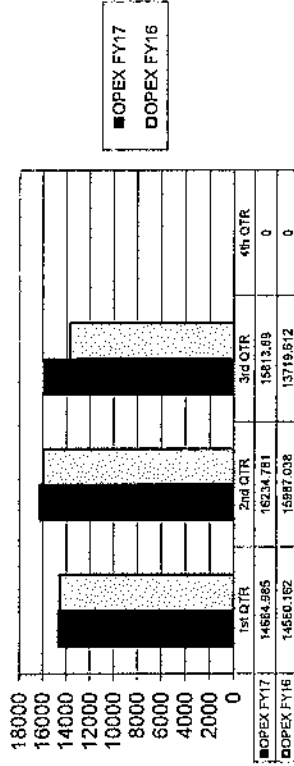
Purchased Transportation is \$2,298,548 or \$45,840 under budget in the Third Quarter. YTD Purchased Transportation is \$6,751,857 or \$281,307 under budget. The positive variance is primarily due to performance penalties charged to MV Transportation.

Other Expenses are \$3,578,955 or \$2,740,644 over budget in Third Quarter. YTD Other Expenses are \$8,988,636 or \$792,954 over budget. The current quarter and YTD variance is primarily driven by the casualty and liability insurance being higher than expected.

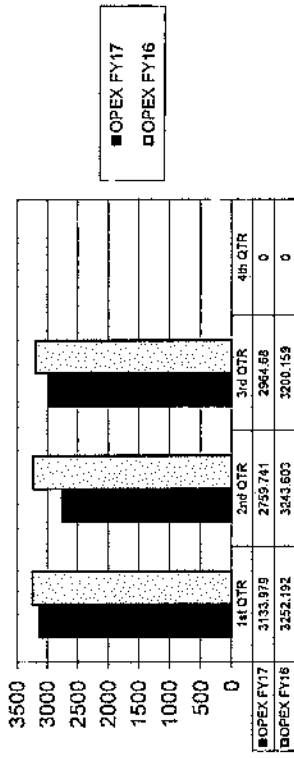
**PERFORMANCE STATISTICS
FISCAL YEAR 2017
Third Quarter 2017**

	<u>Current Quarter</u>		<u>YR/YR</u>	<u>Year-To-Date</u>		<u>YR/YR</u>
	<u>3rd Quarter 2017</u>	<u>3rd Quarter 2016</u>	<u>Inc/(dec)</u>	<u>3rd Quarter 2017</u>	<u>3rd Quarter 2016</u>	<u>Inc/(dec)</u>
Total Passenger Revenue & Subsidy						
Fixed Route	\$2,964,680	\$3,200,159	-7.4%	\$8,858,400	\$9,695,954	-8.6%
Demand Response	\$423,849	\$423,019	0.2%	\$1,305,627	\$1,318,241	-1.0%
Total Passengers						
Fixed Route	2,743,271	3,015,571	-9.0%	8,858,400	9,695,954	-8.6%
Demand Response	107,573	107,507	0.1%	328,623	349,007	-5.8%
Total Passengers per Revenue Hour						
Fixed Route	16.4	18.33	-10.4%	16.8	19.2	-12.2%
Demand Response	2.4	2.59	-6.3%	2.5	2.5	-1.8%
Revenue per Passenger						
Fixed Route	1.08	1.06	1.8%	1.05	1.02	2.5%
Demand Response	3.94	3.93	0.1%	4.04	4.06	-0.6%
Cost per Passenger						
Fixed Route	5.76	4.55	26.7%	5.52	4.66	18.4%
Demand Response	31.36	27.24	15.1%	29.95	28.93	3.5%
Cost per Revenue Hour						
Fixed Route	94.62	83.39	13.5%	93.03	89.43	4.0%
Demand Response	75.96	70.44	7.8%	75.02	73.78	1.7%
	<u>Actual</u>	<u>Target</u>				
On Time Performance						
Fixed Route	85.76%	90%				
Demand Response	87.81%	90%				
Headcount	684	685				
(includes PT Operators, excludes IPMO)						

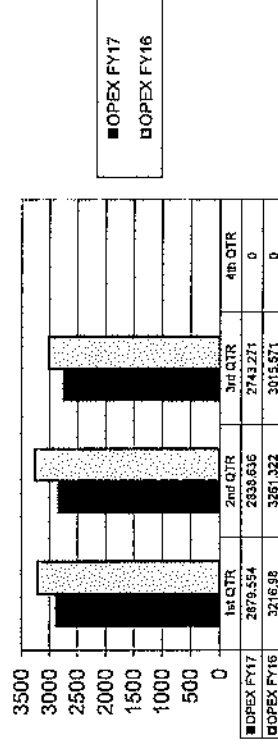
Fixed Route Operating Expense Thousands



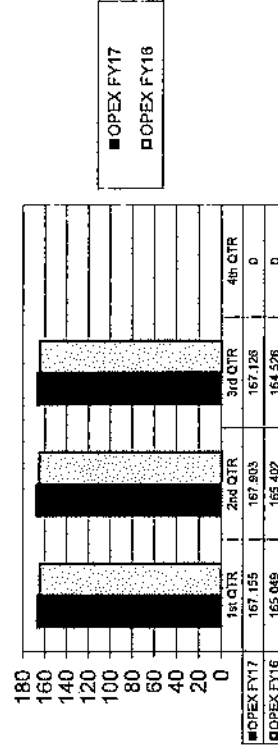
Fixed Route Passenger Revenue Thousands



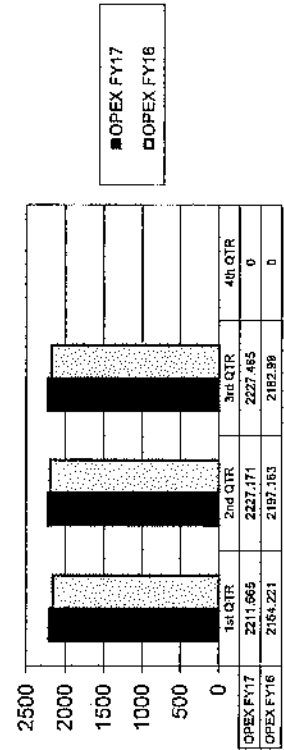
Fixed Route Ridership Thousands



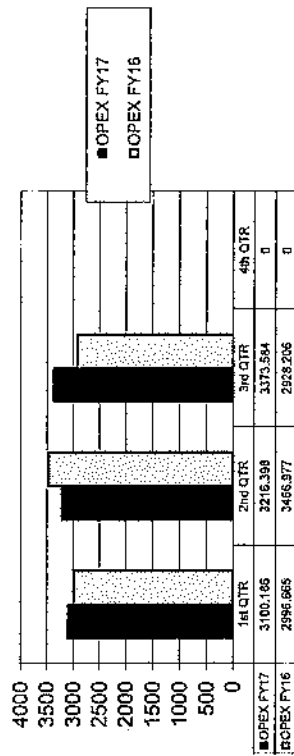
Fixed Route Revenue Hours Thousands



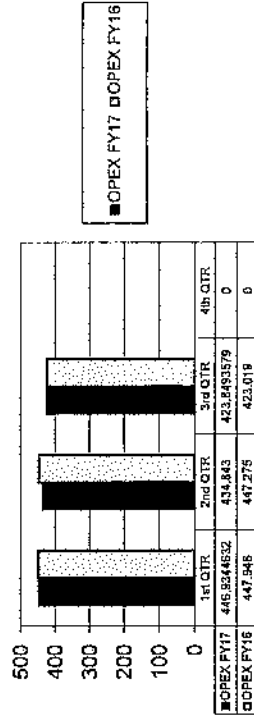
Fixed Route Revenue Miles Thousands



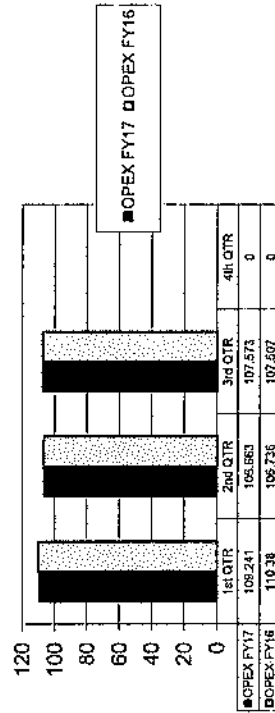
Demand Response Operating Expense Thousands



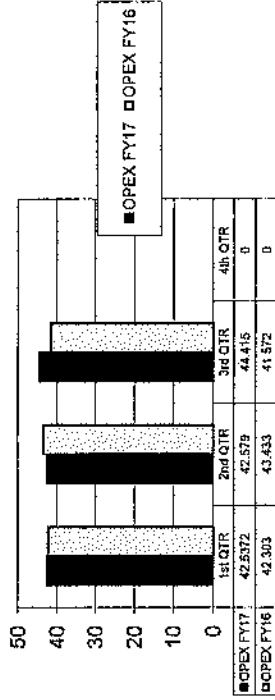
Demand Response Passenger Revenue Thousands



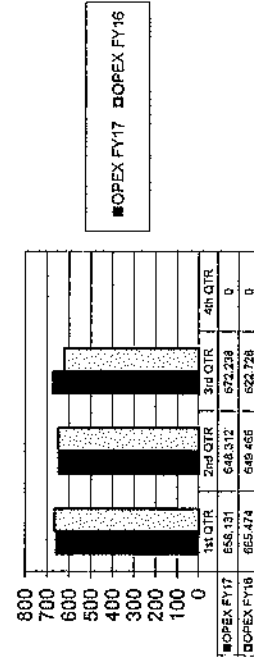
Demand Response Ridership Thousands



Demand Response Revenue Hours Thousands



Demand Response Revenue Miles Thousands



Statement of Operations Fiscal Year: 2017

CURRENT QUARTER: Third Quarter (January, February, March)

YEAR-TO-DATE: March 2017

	Actual	Budget	Fav/(Unf)	% of Budget	Operating Revenues	Actual	Budget	Fav/(Unf)	% of Budget
	3,310,854	3,443,003	(132,148)	96%	Passenger Fares	9,925,321	10,329,008	(403,687)	96%
	77,512	82,432	(4,920)	94%	Measure I Subsidy - Fares	238,542	247,295	(8,754)	96%
	1,367,569	1,367,568	1	100%	Measure I Subsidy - Operating	4,102,705	4,102,705	0	100%
	498,770	250,000	248,770	200%	Medi-Cal Billing	1,429,622	750,000	679,622	191%
	329,440	163,750	165,690	201%	Auxiliary Transportation Revenue	516,616	491,250	25,366	105%
	(117,232)	15,000	(132,232)	0%	Non-Transportation Revenue	(431,301)	45,000	(476,301)	-958%
	9,993,594	10,185,419	(191,825)	98%	LTF Operating	29,980,782	30,556,257	(575,475)	98%
	0	342,135	(342,135)	0%	STAF Operating	1,368,540	1,026,404	342,136	133%
	0	0	0	0%	JARC - Operating Assistance	0	0	0	0%
	3,304,831	3,267,386	37,445	101%	Capital Funds for Operations	9,774,358	9,802,157	(27,799)	100%
	0	0	0						
	18,765,338	19,116,692	(351,354)	98%	Total Revenues	56,905,184	57,350,076	(444,892)	99%
					<u>Operating Expenses</u>				
	8,061,183	7,327,605	(733,578)	110%	Labor	23,233,190	21,982,815	(1,250,375)	106%
	3,910,914	4,675,846	764,933	84%	Fringe Benefits	12,207,506	14,027,540	1,820,033	87%
	620,348	735,267	114,919	84%	Services	1,888,348	2,181,051	292,703	87%
	1,218,675	1,374,747	156,071	89%	Materials and Supplies	4,162,483	4,175,240	12,757	100%
	836,785	944,404	107,619	89%	Occupancy	2,524,988	2,816,713	291,725	90%
	1,731,203	1,561,233	(169,970)	111%	Casualty and Liability	5,115,790	4,683,698	(432,092)	109%
	46,579	12,321	(34,258)	378%	Taxes and Fees	48,848	36,962	(11,887)	132%
	2,298,548	2,344,388	45,840	98%	Purchased Transportation	6,751,857	7,033,164	281,307	96%
	430,090	253,430	(176,660)	170%	Printing and Advertising	505,325	761,639	256,314	66%
	(17,724)	(30,743)	(13,019)	58%	Miscellaneous Expense	(34,512)	(103,330)	(68,818)	33%
	(13,253)	104,196	117,449	-13%	Lease and Rental	0	312,587	312,587	0%
	552,023	0	(552,023)		Capital Purchase Expense	828,197	0	(828,197)	
	19,675,370	19,302,693	(372,677)	102%	Total Operating Expense	57,232,021	57,908,079	676,057	99%
	(910,032)	(186,001)	(724,031)		Net Gain (Net Loss)	(326,837)	(558,003)	231,166	
	11,972,096	12,003,451	31,355	100%	Sal & Ben	35,440,696	36,010,355	569,659	98%
	3,578,955	2,740,644	(838,311)	131%	Other	8,988,636	8,195,682	(792,954)	110%

4/19/2017

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the OmniTrans Board of Directors

THROUGH: P. Scott Graham, 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

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 period of January – March 2017. Sufficient funds are available to meet the obligations of the Agency for the next thirty-one days.

PSG:MS

OMNITRANS
Treasurer's Report
Quarter ending March 2017

Institution - Investment Type	Description	Starting Balance	Deposits	Disbursements	Interest Yield	Ending Balance
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Cash and Investments Under the Direction of the Treasurer

Local Agency Investment Fund		\$ 14,206,114.57			0.73%	
	Interest for QTR	\$ 17,655.77		\$ (3,000,000.00)	0.76%	
					0.68%	
		\$ 10,000,000.00		\$ (4,700,000.00)	0.78%	
				\$ (4,200,000.00)	0.83%	
		\$ 24,223,770.34		\$ (11,900,000.00)		
Net LAIF Funds				\$ 12,323,770.34		\$ 12,323,770.34
Fair Marketing Value	Fair Value Factor				0.999175951	\$ 12,313,614.95
Union Bank Money Market		\$ 4,431,651.91				
	Interest	\$ 28.75		\$ (3,625,521.40)	0.01%	
				\$ (20.70)		
				\$ (234,721.84)		
		\$ 4,431,680.66		\$ (3,860,263.94)		
GMRA				\$ 571,416.72		\$ 571,416.72
Union Bank Money Market		\$ 11,829,980.97				
	Interest	\$ 14,634.59			0.01%	
		\$ 3,458,044.59		\$ (199,304.70)		
		\$ 15,302,660.15		\$ (199,304.70)		
				\$ 15,103,355.45		\$ 15,103,355.45
Caltrans Capital Project Funds						
Union Bank CDs		\$ 5,254,993.82		\$ (11,206.72)		
		\$ 5,254,993.82		\$ (11,206.72)		\$ 5,243,787.10
		\$ 2,008,030.31				
	Passenger	\$ 3,234,018.44				
	Grants' Revenue	\$ 20,544,729.00				
	Miscellaneous Revenue	\$ 1,669,572.51				
	Transfers From (To) LAIF	\$ 11,900,000.00		\$ (10,000,000.00)		
	Transfers From (To) Money Market	\$ 601,650.40				
	Accounts Payable			\$ (18,858,592.92)		
	Payroll and Payroll Taxes			\$ (8,610,325.63)		
	Employee Benefits			\$ (1,978,441.57)		
	Bank Service Charge			\$ (16,700.33)		
Net Union Bank Operating Funds		\$ 39,958,000.66		\$ (39,464,060.45)		
				\$ 493,940.21		\$ 493,940.21
		\$ 9,200.00				
Petty Cash						\$ 9,200.00

Cash and Investments Under the Direction of Fiscal Agents

Union Bank	\$ 75,000.00					
Workmens' Comp. Adjuster						
Pacific Claims Management						\$ 75,000.00
Total Cash & Investments					\$	33,810,314.43

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: _____
P. Scott Graham, CEO/General Manager, Treasurer

@ Source of Market Value: California State Pooled Money Investment Board Report.
(1) Union: "Summary of Market Value" posted on monthly fiscal agent statements.
(2) LAIF: "Pooled Money Investment Account Market Valuation".
Master Control Account is the controlling account for all the zero balance accounts with Union including: Accounts Payable Account (General Account) and Payroll Account.
Interest earned by the Master Control account is used as a partial offset to the monthly bank service charges.

DATE: May 3, 2017
TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors
FROM: P. Scott Graham, CEO/General Manager
SUBJECT: PAYROLLS AND WARRANTS FOR JANUARY - MARCH 2017

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

Payroll Period	Amount	Register #
01/01/17-01/31/17	\$ 1,159,371.83	01-03
02/01/17-02/28/17	\$ 756,664.88	04-05
03/01/17-03/31/17	\$ 799,837.35	06-07

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

Payroll Period	Amount	Register #
01/01/17-01/31/17	\$3,199,830.31	01-03
02/01/17-02/28/17	\$2,003,971.55	04-05
03/01/17-03/31/17	\$2,193,892.60	06-07

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

Register Date	Amount	Register #
01/01/17-01/31/17	\$ 8,685,410.97	864-868
02/01/17-02/28/17	\$ 4,550,194.32	869-873
03/01/17-03/31/17	\$ 5,622,987.63	874-879

I, P. Scott Graham, 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.

PSG:MS

Submitted for the
Board Meeting of:
May 3, 2017

OMNITRANS
AFFIRMATIVE ACTION STATUS REPORT
WITH PERSONNEL APPOINTMENTS BY DEPARTMENT
As of April 17, 2017

DEPARTMENT	Total Positions*	MALE ETHNIC COMPOSITION								FEMALE ETHNIC COMPOSITION								Existing Vacancies	INTERVIEWED										APPOINTED									
		C	B	H	AS	AI	2+	IWD	VET	C	B	H	AS	AI	2+	IWD	VET	*	C	B	H	AS	AI	NH/PI	2+	IWD	VET	C	B	H	AS	AI	NH/PI	2+	IWD	VET		
OPERATIONS	475	53	103	104	7	0	6	8	40	31	100	55	0	2	14	4	3	** 0	6	18	9	1	0	0	9	1	0	3	6	4	1	0	0	0	0	0		
MAINTENANCE	108	27	14	54	5	1	1	4	14	3	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
EXECUTIVE OFFICE	6	1	1	0	0	0	0	0	1	2	0	1	0	0	0	0	0	1	10	3	7	1	0	0	1	0	1	1	0	0	0	0	0	0	0			
INFORMATION TECH. SERVICES	8	2	0	1	4	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
MARKETING/ PLANNING	31	4	0	7	1	0	1	0	1	4	0	13	0	0	1	4	0	0	0	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0			
HUMAN RESOURCES/ SAFETY/SECURITY	14	3	0	1	0	0	0	1	1	5	0	3	0	1	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
PROCUREMENT	20	4	1	7	0	0	0	1	2	2	2	2	0	0	1	0	0	1	0	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0			
FINANCE	12	0	2	0	2	0	0	0	1	2	0	3	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
SPECIAL TRANSPORTATION SERVICES	15	2	0	4	0	0	1	0	0	1	0	5	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
RAIL	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
IPMO	2	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
AGENCY TOTALS	693	97	121	178	19	1	10	14	62	51	102	83	2	3	17	10	3	* 9	16	23	18	2	0	0	10	1	1	4	6	6	1	0	0	0	0	0		

*Reflects numbers from the **FY17** budget

*Includes positions budgeted but not filled

**includes 7 temporary 5-week Coach Operator trainee positions

C = Caucasian IWD = Individuals With Disabilities
B = Black VET = Protected Veterans
H = Hispanic
AS = Asian
AI= American Indian
2+ = Two or More Races
NH/PI = Native Hawaiian or Other Pacific Islander

COMPLETED BY:

Meredith Tshilonda

(HR Analyst)

PERCENTAGES

C	B	H	AS	AI	2+	IWD	VET
148	223	261	21	4	27	24	65
22%	33%	38%	3%	0.6%	4%	4%	10%
							684

Omnitrans Performance Indicators							
Fiscal Year 2017							
Key Performance Indicators	FY17 Goal	Comments	Qtr 1	Qtr 2	Qtr 3	Qtr 4	YTD
1. Cost Effectiveness							
Fare Recovery Ratio - Fixed Route	>20%	Goal Met	28.84%	26.02%	24.28		26.69%
Fare Recovery Ratio - Access	>10 %	Goal Met	34.27%	28.43%	41.98		33.32%
2. Service Performance							
Ridership - Growth	<=3.1%	Overall ridership down, however sbX is +8.9% and Express Routes are +4.1% YTD through Q2	-11.30%	-11.50%	-8.67%		-10.50%
Complaints - Systemwide (Per 100,000 boardings)	<12 Complaints/100K	Goal not met	13.0 (12.8 Fixed Route; 17.7 Access)	12.1 (12.3 Fixed Route; 7.5 Access)	13.0 (12.7 Fixed Route; 21.4 Access)		12.7 (12.6 Fixed Route; 15.6 Access)
Compliments - Systemwide (Per 100,000 boardings)	>1.6 Compliments/100K	Goal not met	1.1 (1.0 Fixed Route; 1.8 Access)	0.9 (0.9 fixed Route; 0.9 Access)	1.5 (1.5 Fixed Route; 0.0 Access)		1.2 (1.2 Fixed Route; 0.9 Access)
3. Reliability							
Loss of Service - Operations	<250 hours per month (measured as monthly average)	Goal not met; however, trending down each month	514.3	328	249.5		363.93
Loss of Service - Maintenance	<35 hours per month (measured as monthly average)	Goal not met	56.62	41.47	32.56		43.55
On-time Performance- Fixed Route	>85%	Met goal	87%	87.00%	88%		87.33%
On-time Performance- Demand Response	92% - 95% - per contract (SRTP has 88%)	Goal Not Met	88.20%	88.27	87.88		88.06%
4. Budget							
Operating Revenue	>95%	Goal Met	98.6%	100.4%	97.2%		98.7%
Operating Expenses	≤100%	Goal Met	94.0%	99.2%	99.1%		97.4%
5. Labor							
Operations Absenteeism - Represented - Uncontrolled	<94,000 per year	Met goal	25,768	28,408	27,776		81,952

FY 17 Management Plan - 3rd Quarter Report
Strategic Initiative 1 - Operating Cost Reduction

Item #E7

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q3	Notes
Finance	4. Improved operational efficiencies	Fare box recovery	1.1 Transition from LCNG to pipeline gas: Complete LCNG conversion project	% Completed	75%	Additional equipment required by SoCal Edison. Completion/pipeline fueling scheduled for June 2017.
Finance	4. Improved operational efficiencies	Fare box recovery	1.2 Transition from LCNG to pipeline gas: Sell Low Carbon Fuel Standard credits	\$ Value of Credits Sold	\$0	Will be \$0 until completion of LCNG Project
Finance	4. Improved operational efficiencies	Capital project ROI	2. Adopt capital project ROI business justification model.	% Completed (of implementing this process)	50%	Reviewing methodology provided by consultants for SBCTA to prioritize capital projects.
Finance	4. Improved operational efficiencies	Capital project ROI	3. Implement process to capture data and submit invoices for MediCal reimbursements	% Completed	100%	Invoiced \$498,770 for 3rd quarter. Total invoiced for 1st, 2nd, and 3rd quarter was \$1,429,622.

FY 17 Management Plan - 3rd Quarter Report
Strategic Initiative 2 - Special Transit Services Department (CTSA/Access)

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q3	Notes
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	1. Develop and expand Mobility Management Plan, while maintaining existing programs.	1. Total number of community partners and transportation providers	15	Target partially met. All programs were maintained this FY. Because an OmniTrans Mobility Management Plan requires multiagency coordination/planning, this item will be carried over and put out for public bid in FY18.
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	2. Develop pilot Senior Mobility Services: Training Assistance, Oversight (operations, operating costs), Equipment	% Complete	75%	Analyzing one (1) and waiting on two (2) Scope of Work and Operating and Capital budget proposals from Senior Centers.
Marketing	3. Improved customer experience	Customer satisfaction rating	3. Develop an online tool to provide information and communicate available options (i.e., taxi, Uber, links to their cities)	% Complete	50%	Current online presence via OmniTrans webpage provides information and communicates the available options to the area's senior and disabled community. Additional changes to webpages are necessary to allow individuals the ability to download various service applications, brochures, provide a "Contact Us" link and email OmniTrans with questions on services. This item is scheduled to be continued in FY18.
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	4. Establish and maintain <i>Service to Administrative Cost</i> ratio	Ratio of cost per trip	100%	65% services/ 35% administrative - New contracts with other service providers will require the established Service to Administrative cost ratio.

FY 17 Management Plan - 3rd Quarter Report
Strategic Initiative 3 - West Valley Connector Corridor (Phase II)

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q3	Notes
Service & Operations	3. Improved intermodal connectivity	MOU's with other transit agencies, cities, county and partners	1. Enter into project development with the Federal Transportation Administration.	% Complete	50%	SBCTA took the lead on this project, effective January 2017. Most work is on hold awaiting 1) final Project Assessment report , conducted by SBCTA consultant and 2) MOU between Omnitrans and SBCTA
Service & Operations	3. Improved intermodal connectivity	MOU's with other transit agencies, cities, county and partners	2. Conduct environmental analysis. 2.1 Involve stakeholders and public.	% Complete	89%	SBCTA is leading the West Valley Connector project, effective January 2017. Public meetings are being scheduled for summer 2017.
Service & Operations	3. Improved intermodal connectivity	MOU's with other transit agencies, cities, county and partners	3. Complete preliminary engineering. 3.1 Demonstrate enhanced connectivity with other modes and key destinations.	% Complete	100%	30% preliminary engineering was completed by Omnitrans in September 2016. SBCTA is now leading the West Valley Connector project, effective January 2017.
Finance	1. Increased diversification of funding sources	Reduced funding risk	4. Determine funding strategy and prepare financial plan.	% Complete	100%	Omnitrans provided preliminary financial plan to SBCTA. SBCTA is now leading the West Valley Connector project, effective January 2017, and presented a tentative financial plan/options to SBCTA Transit Committee in April 2017.
Finance	1. Increased diversification of funding sources	MOU's with other transit agencies, cities, county and partners	4.1 Enter into MOU's with cities and other partners.	% Complete	90%	Omnitrans continues to lead Active Transportation Program (ATP) grant portion of project. MOUs were developed for the ATP project between Omnitrans and five cities, which are in approval process with five City Councils and Omnitrans Board.

FY 17 Management Plan - 3rd Quarter Report
Strategic Initiative 4 - Safety and Security Collaboration

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q3	Notes
Safety & Security	1. Reduced customer incidents	Customer safety perception	1. Identify and prioritize key safety and security problem areas.	% Complete	100%	Completed in Qtr 1.
Safety & Security	3. Reduced vulnerability/threats to customer security	Safety/security incident reports	2. Enlist support from outside agencies and organizations to enhance safety and security.	Number of outside agency partnerships	100%	We have 14 outside agencies partnerships. Complete in Qtr 1. ABBG; APTA; TSI; SB City/County; EOC; Homeless shelters; FTA, CALTip; TSA; IVEC; SB Sheriff/Police; No County Transit
Safety & Security	1. Reduced customer incidents 3. Reduced vulnerability/threats to customer security	Customer safety perception Safety/security incident reports	3. Implement programs identified to enhance safety and security--Capital improvements (enhanced stations, lighting), Continued maintenance (graffiti, cleaning), Increased security presence.	Number of new capital projects initiated	75%	Security camera scope submitted to Procurement. STV design only for shelters including lighting enhancements. PA Announcements at sbX stations recordings in process.
Marketing	2. Improved public opinion	Public opinion rating	3. Implement programs identified to enhance safety and security--Outreach and education.	Number of new programs implemented	50%	Evacuation maps for SBTC, EV, WV, I St. pending installation; SBTC Fencing with reflective tape on gate. Upgraded SBTC C/S Counter shield during emergency w/sensitive touch bar and strob lights - completed. Fire drills completed. Contingency bus stop parking plan drafted when SBTC is locked down.
Marketing	2. Improved public opinion	Public opinion rating	4. Evaluate impact on public opinion.	% improvement of public opinion	TBD	Survey will be conducted in fourth quarter.

FY 17 Management Plan - 3rd Quarter Report
Strategic Initiative 5 - Technology Optimization

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q3	Notes
Technology	1. Improved customer experience	Customer technology utilization	1. Survey customers for technology input.	1. % Improvement internal and external 2. Number of website hits, app use, wifi use, fare purchasing, etc.	50%	Server upgrades in progress, phone upgrades complete, radio upgrades nearing completion, VOIP project for supervisors under way
Technology	2. Improved efficiencies in business processes	Worker productivity	2. Research, evaluate, and implement new fare technology--Collaborate with regional transit providers in determining the best long term solution.	% Complete	60%	Multiple options researched; scope being vetted and funding being identified. Option for lower capital investment choice being considered
Technology	2. Improved efficiencies in business processes	Worker productivity	3. Improve the capabilities of the Business Objects reporting tool.	% Complete	75%	Project solicited and awarded, project kickoff in April.
Technology	2. Improved efficiencies in business processes	Worker productivity	4. Implement a mobile solution for Maintenance work orders.	% Complete	20%	Scope under development, additional tablets being ordered
Technology	2. Improved efficiencies in business processes	Worker productivity	5. Optimize procure-to-pay process.	% Complete	50%	Current workflow complete, testing new workflow
Finance	3. Improved grant management oversight	Balanced funding portfolio	6. Conduct needs assessment for grant management technology solutions.	% Complete	15%	Drafting Needs Assessment Questionnaire to gather data from Project Managers

FY 17 Management Plan - 1st Quarter Report

Strategic Initiative 6 - Workforce Development

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q3	Notes
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Advancement/ Training participation vs. opportunities	1. Benchmark successful Career Paths models in the industry. 1.1 Evaluate industry models	% Complete	100%	Four (4) models: DART; Pittsburgh, Eastern Water District and OCTA
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Advancement/ Training participation vs. opportunities	1. Benchmark successful Career Paths models in the industry. 1.2 Pilot model	% Complete	100%	Benchmark completed in Quarter 3.
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Annual number of promotions	1. Benchmark successful Career Paths models in the industry. 1.3 Evaluate model.	% Complete	100%	Analysis completed. May use elements of all four benchmark plans.
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Average time-to-hire	1. Benchmark successful Career Paths models in the industry. 1.3 Evaluate model.	% Complete	100%	Completed in Quarter 3.
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Electronic application process	1. Benchmark successful Career Paths models in the industry. 1.2 Pilot model	% Complete	100%	The four models all used the electronic application process.
Organizational & Workforce Excellence	1. Increased opportunities for advancement	Annual number of promotions	2. Engage outside expertise to identify a robust and relevant training model for Agency.	% Complete	100%	Omnitrans promoted 12 employees in 2016. Board awarded contract to "Insight Strategies, Inc." on April 5, 2017.
Organizational & Workforce Excellence	3. Reduced staffing vacancies	Average time-to-hire	2. Engage outside expertise to identify a robust and relevant training model for the Agency.	% Complete	85%	Contract awarded to Genesis Consulting Partners, LLC for the provision of SAP for E- Recruiting April 5, 2017.

ITEM # E8

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

FROM: P. Scott Graham, CEO/General Manager

SUBJECT: PROPOSED FISCAL YEAR 2018 MANAGEMENT PLAN

FORM MOTION

Support Proposed Fiscal Year 2018 Management Plan, which outlines the CEO/General Manager's operational plan on how the initiatives will be achieved.

BACKGROUND

Omnitrans contracted with Ms. Jana Evans, Principal/CEO of Exponential-Dynamics, to develop the 2018 Management Plan. In development of the plan, Ms. Evans guided the Senior Leadership Team through a structured collaborative process to define the initiatives for Omnitrans in 2018. The 12-month Management Plan was derived from the Fiscal Year 2017-2020 Strategic Plan adopted by the Board of Directors in April 2016. The Management Plan aligns with Omnitrans' Short Range Transit Plan for Fiscal Year 2015-2020 – *OmniConnects*, as well as the San Bernardino County Transportation Authority Fiscal Year 2015-2019 Short Range Transit Plan.

The Management Plan for Fiscal Year 2018 is focused on seven Strategic Initiatives:

1. Operating Cost Efficiencies
2. Special Transit Services
3. Safety and Security
4. Rebuild Ridership
5. Technology Optimization
6. Passenger Rail

Each initiative consists of five sections:

1. Strategic Initiative Objective – Statement of need and purpose focused on FY18.
2. Actions – Key activities for FY18 necessary to complete the Initiative.
3. Accountability Measures – Milestones and/or indicators used to articulate quarterly progress and achievements.

4. Support for the Omnitrans Strategic Plan FY17-FY20 – Identifies the Strategic Goals, Outcomes, Performance Indicators and Strategies each Strategic Initiative supports to ensure continuing alignment with the 3-year Strategic Plan.
5. Leadership Team Members – responsible for coordinating implementation for the Strategic Initiative and documenting/reporting on its progress.

A cross-cutting team of Senior Leadership Members is assigned to each initiative and will meet monthly to evaluate progress of each initiative to address any challenges that arise and implement corrective action where tasks are not achieved. The plan will be communicated to all staff to ensure there is sufficient understanding and quarterly reports tracking the progress of the performance indicators will be provided to the Board of Directors.

CONCLUSION

Support of Fiscal Year 2018 Management Plan provides clear objectives that will enable Omnitrans the ability to achieve the initiatives adopted by the Board of Directors.

PSG:JV



Management Plan 2017-2018



May 3, 2017

Omnitrans

1700 W. Fifth St.

San Bernardino, CA 92411

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Introduction

Omnitrans' progressive role and responsibilities in building a public transportation network for communities in the San Bernardino Valley have resulted in opportunities to implement and coordinate significant transit improvements and projects. Undertakings of this scale and scope require the full commitment and collaboration of the Agency.

With the participation of Omnitrans' leadership, the Management Plan has been updated for FY2018. It details seven crosscutting¹ Strategic Initiatives. These operational priorities provide a *hierarchy of purpose* for the Agency as it advances significant transit improvement projects to benefit the people, businesses, and public institutions within the region.

The Seven Strategic Initiatives in the Management Plan for FY2018 are:

1. **Operational Cost Efficiencies**
2. **Special Transit Services**
3. **Safety and Security**
4. **Rebuild Ridership**
5. **Technology Optimization**
6. **Passenger Rail**
7. **Employee Advancement**

The Senior Leadership Team used a specific set of criteria in selecting the Strategic Initiatives for FY2018.

Priorities: What issues or projects have the greatest consequence for the Agency? Which projects or issues should be resourced to the fullest extent possible? What rises to the level of Board action now and in the next fiscal year?

Partnership: Based on the answers to the above, which projects or issues require the most collaboration—across Omnitrans, across the region it serves?

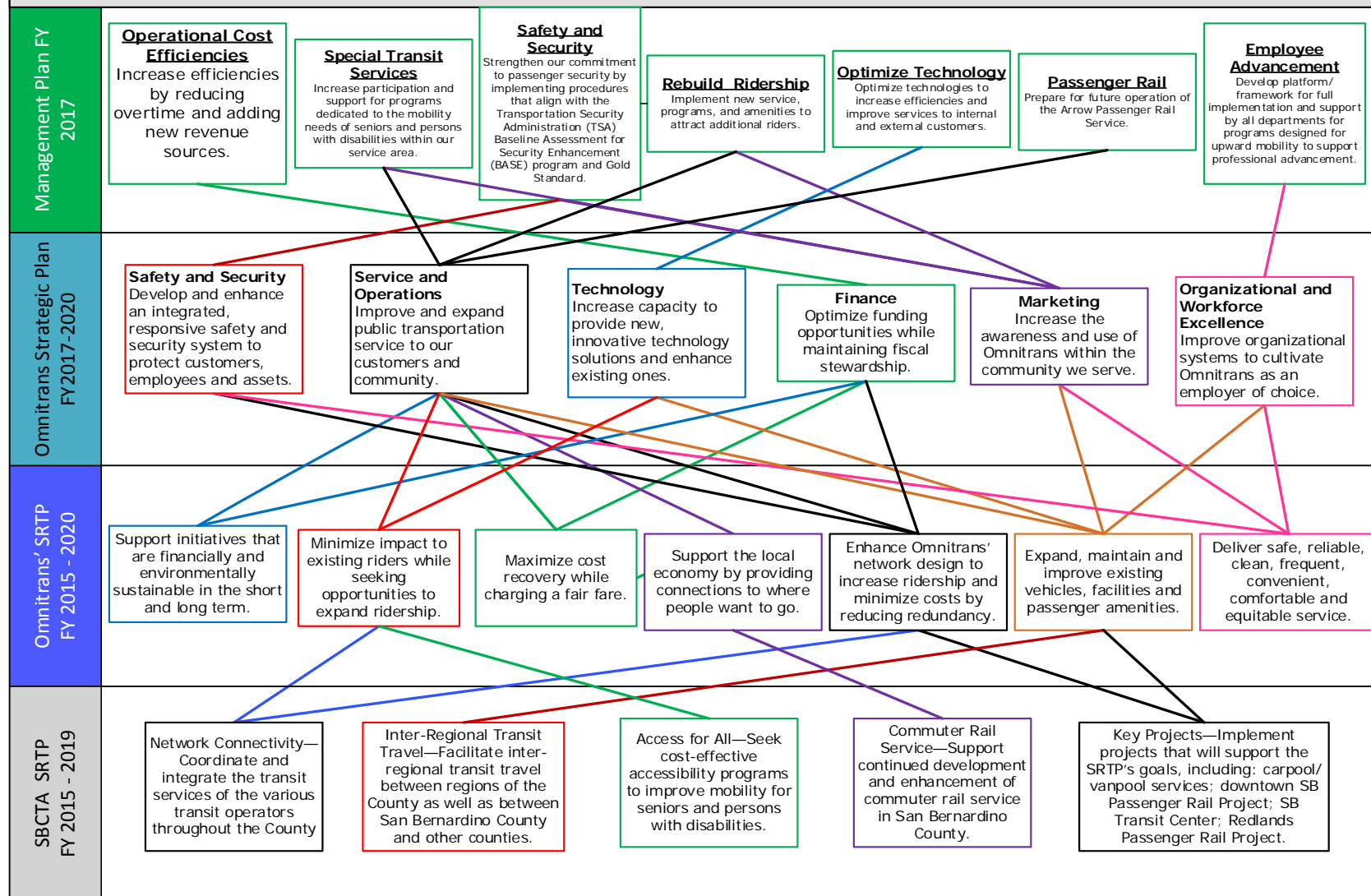
The Management Plan presented in this document also demonstrates Omnitrans' commitment to ongoing collaboration with our Board, and our partners—in particular, the San Bernardino County Transportation Authority (SBCTA).

The Strategic Initiatives for Management Plan FY2018 rest on the goals of the Omnitrans' Strategic Plan FY2017-2020.

1. Safety and Security – Develop and enhance an integrated, responsive safety and security system to protect customers, employees and assets.
2. Service and Operations - Improve and expand public transportation service to our customers and community.
3. Technology - Increase capacity to provide new, innovative technology solutions and enhance existing ones.
4. Finance - Optimize funding opportunities while maintaining fiscal stewardship.
5. Marketing - Increase the awareness and use of Omnitrans within the community we serve.
6. Organizational and Workforce Excellence - Improve organizational systems to cultivate Omnitrans as an employer of choice.

¹ Crosscutting initiatives are those activities that reach across multiple Agency departments, and require collaboration for efficient and successful implementation.

Omnitrans Management Plan Linkages to Strategic Plan and SRTTP Plans



Omnitrans' Vision

Omnitrans' vision for Transit in the San Bernardino Valley is a values and customer based vision where:

- *The San Bernardino Valley's multimodal transit system supports the local economy.*
- *Omnitrans' service is reliable, not just in the narrow sense of on-time performance, but in a broader manner: Omnitrans' service is worthy of the customer's trust.*
- *Customers have a high-quality experience using Omnitrans.*
- *Omnitrans maximizes value to the community with every transit dollar available.*

Omnitrans' Mission Statement

Omnitrans' mission is: *To provide the San Bernardino Valley with comprehensive public mass transportation services which maximize customer use, comfort, safety, and satisfaction, while efficiently using financial and other resources in an environmentally sensitive manner.*

Strategic Initiatives

The purpose of this section is to provide the reader with guidance on how the Strategic Initiatives are presented in later sections, as well as how the Management Plan will be implemented.

The Management Plan for FY2018 centers on seven Strategic Initiatives:

1. Operational Cost Efficiencies
2. Special Transit Services
3. Safety and Security
4. Rebuild Ridership
5. Technology Optimization
6. Passenger Rail
7. Employee Advancement

Each Strategic Initiative includes five elements:

1. Strategic Initiative Objective—Statement of need and purpose focused on FY2018.
2. Actions—Key activities for FY2018 necessary to complete the Initiative.
3. Accountability Measures—Milestones and/or indicators used to articulate quarterly progress and achievements.
4. Support for the Omnitrans Strategic Plan FY2017-2020—identifies the Strategic Goals, Outcomes, Performance Indicators and Strategies each Strategic Initiative supports to ensure continuing alignment with the 4-year Strategic Plan.
5. Leadership Team Members responsible for coordinating implementation for the Strategic Initiative and documenting/reporting on its progress.

Implementation

Vital to successful implementation of the Management Plan for FY2018:

1. Monthly meetings of the Senior Leadership Team dedicated to discussion and evaluation of progress on the Management Plan, and dealing with questions or challenges that may arise in execution.
2. Each Strategic Initiative in the Management Plan is assigned to a cross-cutting team that will take responsibility for the initiative (*see Table 1 below*).
3. Accountability Measures that facilitate meaningful quarterly reporting on progress for each Strategic Initiative. (*See Appendix for sample reporting format*)
4. Directors will communicate the plan to staff to ensure there is sufficient understanding of the Management Plan.

Table 1: Leadership Team Responsibility on Strategic Initiatives (Team Lead indicated in bold)

Strategic Initiative	CEO	Audit	Finance	HR/Safety and Security	IT	Maintenance	Marketing and Planning	Operations	Procurement	Rail	Special Transit Services
Operational Cost Efficiencies		X	X	X		X		X	X		
Special Transit Services					X		X		X		X
Safety & Security				X	X	X	X	X			
Rebuild Ridership						X	X	X			
Technology Optimization			X	X	X	X		X	X		
Passenger Rail	X									X	
Employee Advancement		X	X	X	X	X	X	X	X		X

Finally, as a mechanism for reporting progress to the Board, oversight by the CEO and Directors of the Management Plan will involve:

- Monthly review by Senior Leadership Team;
- Implement corrective action where tasks are not achieved, or achieved on time;
- Ensure that resources will be available when needed;
- Make adjustments to Strategic Actions if needed to achieve Strategic Initiatives.

Strategic Initiative 1 – Operating Cost Efficiencies

Objective: Increase cost efficiencies by reducing overtime and adding new revenue sources.

Actions for FY2018

1. Continue transition of Access fleet from unleaded gas to CNG.
2. Design and contract the construction of the infrastructure for the public fueling station at “T” Street location.
3. Reduce unplanned overtime hours/costs.
 - 3.1 Identify and mitigate FTE constraints.
 - 3.2 Re-evaluate staffing levels and mix of FTE and PTE.
 - 3.3 Explore alternative work schedules.

Accountability Measures

1. Thirty-eight (38) CNG Vehicles received by Q4-FY18
2. Execute agreement for construction of fueling infrastructure at “T” Street
 - 2.1 Finalize Design (Q1-FY18)
 - 2.2 Release IFB (Q3-FY18)
 - 2.3 Award contract (Q4-FY18)
3. Reduction in Unplanned Overtime (TBD)
 - 3.1. Add 10 FTE operators for FY2018 (Q1-FY18)
 - 3.2. Create a cross-functional team to evaluate unplanned overtime patterns/practices in Operations (Q1-FY18)
 - 3.3. Evaluate and report overtime patterns/practices in dispatching (Q1-FY18)
 - 3.4. Provide recommendations for process improvements (Q1-FY18)

Supports Strategic Plan Goal

Finance - Optimize funding opportunities while maintaining fiscal stewardship.

Outcomes and Performance Indicators

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicators	Strategic Plan Strategies
Finance	1. Increased diversification of funding sources	• Reduced funding risk	1.2 Capitalize partnerships that will expand long term funding.
	2. Increased sustainable funding sources	• Renewable funding sources	2.1 Invest in resources to leverage funding. 2.2 Leverage infrastructure assets to generate alternative revenue options.
	4. Improved operational efficiencies	• Capital project ROI	4.1 Improve the return on capital investments and its impact on ongoing operations.

Leadership Team Members

Lead: Director of **Finance**

Members: Directors of Audit, HR/Safety and Security, Maintenance, Operations, and Procurement

Strategic Initiative 2 – Special Transit Services

Objective: Increase participation and support for programs dedicated to the mobility needs of seniors and persons with disabilities within our service area.

Actions for FY2018

1. Create Mobility Management Plan that increases/addresses mobility options for seniors and persons with disabilities.
2. Increase community outreach (unmet needs, education).
3. Implement Senior and Persons with Disabilities new, needs-based mobility programs.
4. Enhance current online tools to provide information and communicate available options (i.e., Access, taxi, Lyft, volunteer driver, etc.).
5. Maintain service-to-administrative cost ratio (65:35).

Accountability Measures

1. Draft RFP SOW for Mobility Management Plan (Q1-FY18), Release RFP (Q2-FY18), Award RFP (Q3-FY18), Issue Mobility Management Plan (Q4-FY18)
2. Increase number of Seniors/Disabled contacted in community outreach efforts 2.5% quarterly
3. Increase number of new partners or providers by 2 by Q4-FY18
4. Assess enhancements (Q1-FY18), Design completed (Q3-FY18), Launch (Q4-FY18)
5. Evaluate 25% of partners quarterly to maintain 65:35 ratio

Supports Strategic Plan Goals

Service and Operations – Improve and expand public transportation service to our customers and community.

Marketing – Increase the awareness and use of Omnitrans within the community we serve.

Outcomes and Performance Indicators

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicators	Strategic Plan Strategies
Service & Operations	3. Improved intermodal connectivity	<ul style="list-style-type: none"> Contract with other transportation providers, cities and counties 	3.3 Improve mobility options for seniors and persons with disabilities through Consolidated Transportation Services Agency (CTSA)
Marketing	3. Improved customer experience	<ul style="list-style-type: none"> Customer satisfaction rating 	3.1 Improve passenger amenities. 3.2 Improve rider communication tools.

Leadership Team Members

Lead: Director of **Special Transit Services**

Members: Directors of IT, Marketing and Planning, and Procurement

Strategic Initiative 3 – Safety and Security

Objective: Strengthen our commitment to passenger security by implementing procedures that align with the Transportation Security Administration (TSA) Baseline Assessment for Security Enhancement (BASE) program and Gold Standard.

Actions for FY2018

1. Evaluate security requirements of TSA Baseline Assessment for Security Enhancement (BASE) and Gold Standard.
2. Create/revise practices, programs, procedures and reporting as required by TSA's BASE.
3. Implement revised practices, programs, and procedures, and train employees.
4. Educate Board of Directors and public on the value and benefits of a TSA comprehensive Baseline Assessment for Security Enhancement (BASE) program.
5. Survey/evaluate customer satisfaction with TSA-aligned improvements.
6. Improve security posture with cities, at transit centers and bus stops.

Accountability Measures

1. Evaluation completed (Q1-FY18)
2. Procedural revisions completed (Q1-FY18)
3. All employees trained in applicable procedures aligned with the BASE program and Gold Standard procedures by end of Q4-FY18
4. Number of public meetings per quarter; 1-2 Press Releases in Q4-FY18; Add information on board, in Bus Books, web site, and social media (Q4-FY18)
5. Public Opinion Survey completed (Q4-FY18)
6. Number of safety/security incident reports
7. Number of collaborations with local law enforcement agencies to improve security posture.

Supports Strategic Plan Goals

Safety and Security – Develop and enhance an integrated, responsive safety and security system to protect customers, employees and assets.

Marketing – Increase the awareness and use of Omnitrans within the community we serve.

Outcomes and Performance Indicators

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicators	Strategic Plan Strategies
Safety & Security	1. Reduced customer incidents	<ul style="list-style-type: none"> • Customer safety perception 	1.1 Improve public awareness of safety practices within the Omnitrans facilities and in service.
	3. Reduced vulnerability/threats to customer security	<ul style="list-style-type: none"> • Safety/security incident reports 	3.1 Strengthen relationships with local law enforcement

			agencies to improve security posture. 3.3 Build one-on-one relationships with city leaders and staff to provide a more secure public transportation system in their respective communities.
Marketing	2. Improved public opinion	<ul style="list-style-type: none"> Public opinion rating 	2.1 Communicate positive aspects of Omnitrans to stakeholders and general public.

Leadership Team Members

Lead: Director **HR/Safety and Security**

Members: Directors of IT, Maintenance, Marketing and Planning, and Operations

Strategic Initiative 4 – Rebuild Ridership

Objective: Implement new service, programs, and amenities to attract additional riders.

Actions for FY2018

1. Increase service to Ontario International Airport.
2. Develop new partnerships with businesses and organizations served by Omnitrans.
3. Improve passenger amenities on transit vehicles and at stops, stations, and transit centers to enhance the customer experience.
4. Implement Active Transportation Program (ATP) improvements to improve multi-modal access to transit.
5. Promote new service and multimodal connections to attract new riders.
6. Implement programs to attract and retain student riders.
7. Complete Short Range Transit Plan for FY2018-25.

Accountability Measures

1. Ridership on new and recently added service and overall system
2. Number of new ridership-focused partnerships created (3 new business partnerships by Q4-FY18)
3. Number of amenities added
 - On vehicles
 - At stops, stations and transit centers
 - Active Transportation Program (ATP) improvements (Award WVC ATP construction Q2-FY18; Begin construction Q3-FY18)
4. Student ridership
5. SRTP Timeline FY2018:
 - Q1 Gather information from stakeholders (internal/external)
 - Q2 Develop Unconstrained and Constrained Plans
 - Q3 Final Draft; Public hearings
 - Q4 Approval

Supports Strategic Plan Goals

Marketing – Increase awareness and use of Omnitrans within the community we serve.

Service and Operations – Improve and expand public transportation service to our customers and community.

Outcomes and Performance Indicators

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicators	Strategic Plan Strategies
Marketing	1. Increased ridership	<ul style="list-style-type: none"> • Ridership • Number of Partnerships established 	1.1 Promote services through advertising, publicity, online tools. 1.2 Increase outreach to inform and educate target groups.

			1.3 Develop partnerships with businesses and organizations that Omnitrans serves.
	3. Improved customer experience	<ul style="list-style-type: none"> Number of passenger amenities 	3.1 Improve passenger amenities.
Service and Operations	1. Increased number of new riders	<ul style="list-style-type: none"> Ridership New services added 	1.1 Introduce new service modes and/or adjust service to address needs of non-riders.
	2. Decreased barriers to non-riders	<ul style="list-style-type: none"> Ridership New fare options 	2.1 Improve connectivity to attract non-riders.

Leadership Team Members

Lead: Director of **Marketing and Planning**

Members: Directors of Maintenance and Operations

Strategic Initiative 5 – Technology Optimization

Objectives: Optimize technologies to increase efficiencies and improve services to internal and external customers.

Actions for FY2018

1. Develop a Transit Asset Management Plan (TAM) that complies with the TAM final rule.
2. Implement a mobile solution for Maintenance Work Orders.
3. Implement new fare technology.
4. Develop centralized training management system to track completion/compliance.
5. Develop Agency-wide electronic filing/retrieval system.

Accountability Measures

1. Assemble an Asset Management Working Group to include a cross-departmental team of key stakeholders
 - 1.1 Complete draft of Omnitrans TAM Plan that includes FTA's 9 required elements
 - 1.2 Formalize TAM Plan (Q1-FY18)
 - 1.3 Circulate TAM Plan internally and externally (Q1-FY18)
 - 1.4 TAM implementation and development (Q2-FY18)
2. Scope of Work completed for Mobile Solution for Maintenance Work Orders (Q1-FY18); Solicit and award (Q3-FY18); Implement and train (Q4-FY18)
3. Scope of Work completed for New Fare Technology (Q1-FY18), Implementation begins (Q3-FY18), Begin evaluation of Customer Satisfaction (Q4-FY18)
4. Scope of Work completed for Centralized Training Management System (Q2-FY18) Implementation begins (Q4-FY18), Monitor compliance (Q4-FY18)
5. Complete Needs Assessment (Q1-FY18); Scope of Work completed for Agency-wide electronic filing/retrieval system (Q2-FY18); Implementation begins (Q4-FY18)

Supports Strategic Plan Goal

Technology - Increase capacity to provide new, innovative technology solutions and enhance existing ones.

Outcomes and Performance Indicators

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicators	Strategic Plan Strategies
Technology	1. Improved customer experience	<ul style="list-style-type: none"> Customer technology utilization 	1.2 Utilize customer input/pilot programs to prioritize new technology funding decisions.
	2. Improved efficiencies in business processes	<ul style="list-style-type: none"> Worker productivity 	2.1 Expand the use of technology to increase workplace efficiencies and reduce operational costs.

Leadership Team Members

Lead: Director of **IT**

Members: Directors of Finance, HR/Safety and Security, Maintenance, Operations, and Procurement

Strategic Initiative 6 – Passenger Rail

Objective: Prepare for future operation of the Arrow Passenger Rail Service.

Actions for FY2018

1. Develop formal agreements with partner agencies and stakeholders.
2. Develop an RFP for Operations & Maintenance contractor.
3. Hire Rail Director.
4. Prepare and release Request for Proposals for Third Party Operations and Maintenance (O&M) vehicle contractor by late spring of 2018.
5. Identify insurance broker.
6. Apply to American Association of Railroads (AAR) for identification code.
7. Develop Ticket Vending Machine (TVM) specifications.
8. Begin Operation Lifesaver Public Safety Campaign.

Accountability Measures

1. Complete formal agreements with partner agencies and stakeholders
 - 1.1 Approve Maintenance of Equipment (MOE) and Operations Agreement with San Bernardino County Transportation Authority (SBCTA)
 - 1.2 Complete Cooperative Agreement for Dispatch and “Maintenance of Way Services”
2. Establish Omnitrans as a Special Transit District
3. Finish hiring process for Rail Director by Q1-FY18
4. Complete RFP Scope of Work for Third Party Operations and Maintenance (O&M) vehicle contractor (Q3-FY18), RFP released (Q4-FY18)
6. Select insurance broker that meets risk and liability requirements. (Q4-FY18) *(The safety record of the O&M contractor on previous projects will have an impact on the premiums paid, especially in the early years of the operation. It is prudent to wait until the contractor is selected before reaching out to the liability market.)*
7. Complete application process for identification code with American Association of Railroads by Q4-FY18
8. Complete specifications for Ticket Vending Machine by Q4-FY18
9. Launch Operation Lifesaver Public Safety Campaign by Q4-FY18

Supports Strategic Plan Goal

Service and Operations – Improve and expand public transportation service to our customers and community.

Outcomes and Performance Indicators

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicators	Strategic Plan Strategies
Service and Operations	3. Improved intermodal connectivity	<ul style="list-style-type: none"> • MOU's with other transit agencies, cities, county, and partners. • Contract with other transportation providers, cities, 	3.1 Improve ease of use throughout the system connectivity between counties. 3.2 Prepare for additional service modes.

		and counties.	
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Leadership Team Members

Lead: **CEO/General Manager**

Members: Director of Rail and SBCTA

Strategic Initiative 7 – Employee Advancement

Objective: Develop platform/framework for full implementation and support by all departments for programs designed for upward mobility to support professional advancement.

Actions for FY2018

1. Forecast promotional opportunities for key positions.
2. Educate interested employees on “career path” minimum requirements of job.
3. Market available programs to employees at the departmental level (i.e., Leadership, Transit Management Programs (ENO, APTA), Toastmasters, Relief positions, Tuition reimbursements, cross-training).
4. Assist department directors in developing a plan for employee participation in training programs while maintaining departmental continuity.
5. Create “crossover” procedures (i.e., cross-training, on-boarding, unpaid internships, etc.)
6. Standardize the Individual Development Plans and update annually.
7. Integrate Succession Plans with employee goals and keep current with annual survey.
8. Develop a mentoring initiative that helps satisfy experience requirements.

Accountability Measures

1. Forecast completed (Q1-FY18)
2. Number of Interested Employees educated on career path each quarter
3. Number of Participants in program outreach at the departmental level
4. Number of departmental training plans completed
5. Cross-over Procedures completed (Q3-FY18)
6. Ratio of Vacancies to Promotions/Eligibility List
7. Integrate Succession Plans with employee goals (Q1-FY18)
8. Identify mentoring candidates and mentors for key positions (Q4-FY18)

Supports Strategic Plan Goal

Organizational and Workforce Excellence - Improve organizational systems to cultivate Omnitrans as an employer of choice.

Outcomes and Performance Indicators

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicators	Strategic Plan Strategies
Organizational & Workforce Excellence	1. Increased opportunities for advancement	<ul style="list-style-type: none"> • Advancement/training participation vs. opportunities • Annual number of promotions 	1.1 Expand our training programs. 1.2 Create a career advancement/succession program.

	3. Reduced staffing vacancies	<ul style="list-style-type: none"> Electronic application process Average time-to-hire 	3.1 Simplify application process.
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Leadership Team Members

Lead: Director of **HR/Safety and Security**

Members: All Directors

Appendix: Samples of Quarterly Reporting Format from FY2017 Management Plan

FY 17 Management Plan - 2nd Quarter Report Strategic Initiative 1 - Operating Cost Reduction

Item # E6

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	Notes
Finance	4. Improved operational efficiencies	Fare box recovery	1.1 Transition from LCNG to pipeline gas: Complete LCNG conversion project	% Completed	39%	Compressors were purchased
Finance	4. Improved operational efficiencies	Fare box recovery	1.2 Transition from LCNG to pipeline gas: Sell Low Carbon Fuel Standard credits	\$ Value of Credits Sold	50	Will be \$0 until completion of LCNG Project
Finance	4. Improved operational efficiencies	Capital project ROI	2. Adopt capital project ROI business justification model.	% Completed (of implementing this process)	30%	Developing grading standards by which to rate projects.
Finance	4. Improved operational efficiencies	Capital project ROI	3. Implement process to capture data and submit invoices for MediCal reimbursements	% Completed	100%	Invoiced \$479,458 this quarter. Total invoiced for 1st and 2nd Qtr was \$930,852.

FY 17 Management Plan - 2nd Quarter Report Strategic Initiative 2 - Special Transit Services Department (CTSA/Access)

Strategic Plan Goal	Strategic Plan Outcomes	Performance Indicator	Strategic Actions FY17	Performance Measure	Q2	Notes
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	1. Develop and expand Mobility Management Plan, while maintaining existing programs.	1. Total number of community partners and transportation providers	15	Target Met. Developing Dialysis Pilot Program. Developing program to connect community without smartphones with transportation options (ie Uber, Lyft)
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	2. Develop pilot Senior Mobility Services: Training Assistance, Oversight (operations, operating costs), Equipment	% Complete	25%	Met with 14 Senior Centers in the Valley. Evaluating and analyzing needs, also awaiting proposals from Senior Centers on Operating and Capital Budget.
Marketing	3. Improved customer experience	Customer satisfaction rating	3. Develop an online tool to provide information and communicate available options (i.e., taxi, Uber, links to their cities)	% Complete	25%	Have had meetings with Uber and Lyft on how to possibly integrate their system into Omnitrans system. Meeting with several tech companies this next quarter on possible new innovative applications that can be launched and available to our community.
Service & Operations	3. Improved intermodal connectivity	Contract(s) with other transportation providers, cities and counties	4. Establish and maintain Service to Administrative Cost ratio	Ratio of cost per trip	65%	65% services/ 35% administrative - ISS, PV/W, OPARC, Grand Terrace, Redlands, United Way, 211, Community Partner Maintenance Shop, Central City Lutheran, Volunteer Driver Program (valley), Travel Training, Lyft, Taxi, Volunteer Driver Program (rural), Ontario YMCA, Rancho YMCA, Community Senior Services

ITEM # E9

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE ASSIGNMENT – CONTRACT HRS13-182
WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES**

FORM MOTION

Authorize the CEO/General Manager to sign the necessary documents to allow the assignment of Contract HRS13-182 awarded November 6, 2013 to Occlink LLC, dba Pacific Claims Management, for the provision of Workers' Compensation Claims Administration Services to Pacific Claims Management (a corporation) of Fresno, CA.

BACKGROUND

On March 20, 2017, Omnitrans received notification that effective April 1, 2017, Occlink LLC, dba Pacific Claims Management, has undergone corporate restructuring and their agreement to assume and perform all of the obligations and liabilities of the assigned contracts.

The Board's consent to the assignment is necessary to formalize the transfer of responsibilities to Pacific Claims Management. There will be no changes to the terms and conditions of the agreement.

FUNDING SOURCES

There is no additional cost associated with this assignment.

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

Approval of this assignment will allow Omnitrans to continue to provide Claims Administration Services for its self-insured workers' compensation insurance plan.

PSG:JMS:CVM

CONTRACT AMENDMENT 2
TO
CONTRACT HRS13-182
BETWEEN
OMNITRANS
AND
OCCLINK LLC, DBA PACIFIC CLAIMS MANAGEMENT
Workers' Compensation Claims Administration Services

This Contract Amendment 2, effective _____ entered into by and between Omnitrans (hereinafter called "Omnitrans") and Occlink LLC, dba Pacific Claims Management, (hereinafter called "Contractor").

RECITALS

WHEREAS:

- I. Omnitrans and Contractor entered into Contract HRS13-182 on December 1, 2013;
- II. Omnitrans and Contractor amended contract effective December 1, 2016 under Amendment 1 to modify statutory language and contract administrator, and exercise Option Year One, extending the contract through November 30, 3017; and
- II. Section 10, ASSIGNMENT, states that the services may not be assigned without prior written consent of Omnitrans. A change in the business structure or majority ownership of Contractor is an assignment for purposes of the Agreement. Contractor now desires to obtain Omnitrans' consent to assign contract to Pacific Claims Management (a corporation).

NOW THEREFORE, in consideration of the forgoing, Omnitrans agrees as follows:

- I. Omnitrans consents to the assignment by Contractor of Agreement as represented by its acquisition with Pacific Claims Management (a corporation).

HRS13-182
Amendment 2

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment 2 to be executed on the date shown below, and effective as written above.

OMNITRANS

PACIFIC CLAIMS MANAGEMENT
(a corporation)

P. Scott Graham
CEO/General Manager

Jerry Laval
President

Dated:_____

Dated:_____

Federal Tax ID No: 82-0598936

DP_____

CM_____

RESOLUTION NO. 300-17**A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2018 APPLICATIONS WITH FEDERAL, STATE AND LOCAL FUNDING SOURCES, PARTICULARLY THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY TITLE 23 U.S.C. AND TITLE 49 U.S.C. CHAPTER 53 AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.**

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

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

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

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

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

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

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

CERTIFICATION

The undersigned duly qualified CEO/General Manager acting on behalf of Omnitrans certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Omnitrans Board of Directors held on this 3rd day of May 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

P. Scott Graham, CEO/General Manager
Secretary, Omnitrans Board of Directors

The foregoing resolution is hereby approved this 3rd day of May 2017.

Sam Spagnolo
Chair, Omnitrans Board of Directors

Approved as to form:

Haviva Shane
Counsel for Omnitrans

RESOLUTION NO. 301-17

A RESOLUTION OF THE OMNITRANS BOARD OF DIRECTORS, SAN BERNARDINO COUNTY, CALIFORNIA AUTHORIZING THE FILING OF TRANSPORTATION DEVELOPMENT ACT, ARTICLE 4, REIMBURSEMENT CLAIM TO THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY.

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

WHEREAS, a portion of these services are funded through the Transportation Development Act, Article 4, which are subsequently administered and distributed by the San Bernardino County Transportation Authority, not to exceed the amount approved by the Omnitrans Board of Directors, in the adopted budget for Fiscal Year 2018.

NOW, THEREFORE BE IT RESOLVED BY THE OMNITRANS BOARD OF DIRECTORS, that: the Omnitrans CEO/General Manager is hereby authorized to file an Article 4, transportation development act claim with the San Bernardino County Transportation Authority not to exceed the amount approved by the Omnitrans Board of Directors, in the adopted budget for Fiscal Year 2018.

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Omnitrans Board of Directors, at their regular meeting held on the 3rd day of May, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

P. Scott Graham, CEO/General Manager
Secretary, Omnitrans Board of Directors

The foregoing resolution is hereby approved this 3rd day of May 2017.

Sam Spagnolo
Board Chair, Omnitrans Board of Directors

Approved as to form:

Haviva Shane
Counsel for Omnitrans

ITEM # E12

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE RELEASE - IFB-MKP17-76
PREMIUM BUS SHELTERS**

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MKP17-76 for the provision of Premium Bus Shelters for a three (3) year base period and two (2) single option years.

A project update was received and filed by the Plans and Programs Committee at its March 21, 2017 meeting.

BACKGROUND

In July and August 2016, Omnitrans administered a customer survey concerning bus stop amenities. Based on the results stating which amenities are desirable to customers, staff recommends placing “premium shelters” with a higher level of amenities than a typical bus stop at particularly high ridership locations. The premium shelter is designed as a bolt-down shelter that can be easily installed in any location with a concrete pad available, without construction.

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 exceeding \$100,000. The Independent Cost Estimate for this project is \$800,000.00.

FUNDING SOURCES

The required capital will be budgeted in Omnitrans’ Annual Capital Plan.

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

CONCLUSION

By proceeding with this solicitation, Omnitrans will have the ability to provide Premium Bus Shelters to its passengers.

PSG:JMS:KAM

ITEM # E13

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE RELEASE – IFB-MNT18-05, SIX SERVICE TRUCKS

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-05 for the purchase of six (6) service trucks.

BACKGROUND

Omnitrans' Maintenance Department utilizes service trucks in maintaining the facility and servicing its buses. The current fleet of trucks has reached the end of its useful life and must be replaced. The solicitation is requesting bids for one (1) crew cab regular bed facility service truck; two (2) regular cab facility service bed trucks; and three (3) heavy duty shop road call trucks with supplementary equipment.

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 \$397,600.

FUNDING SOURCE

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

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-2017-032-00	2017	Six Service Trucks	D1721111F	\$318,080
Prop1B	Prop1B	2017	Six Service Trucks	D1721111B	\$ 79,520
Total					\$397,600

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

Short Range Transit Plan/Strategic Initiative Supported – N/A.

CONCLUSION

By proceeding with this solicitation, Omnitrans will procure service trucks and receive the best pricing available through competition.

PSG:JMS:CVM

ITEM # E14

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

SUBJECT: AUTHORIZE RELEASE – IFB-MNT18-06, BUS FILTERS

FORM MOTION

Authorize the CEO/General Manager to release Invitation for Bids IFB-MNT18-06 for the provision of Bus Filters for a three (3) year base period, and two (2) single option years.

BACKGROUND

Omnitrans owns, operates, and maintains 188 New Flyer buses as part of its revenue fleet. A variety of filters are required to maintain the fleet.

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 \$782,460 for a five-year period.

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)

Short Range Transit Plan/Strategic Initiative Supported – N/A.

CONCLUSION

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

PSG:JMS:CVM

ITEM # E15

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD/RESCIND – PURCHASE ORDER ITS17-46C
DATACENTER AND HARDWARE REFRESH**

FORM MOTION

Authorize the CEO/General Manager to rescind award of Purchase Order ITS17-46C to Xceptional Networks, Inc. of San Diego, CA, for the provision of the VMWare VSAN Licensing and Support portion of the Datacenter and Hardware Refresh project; and

Authorize the CEO/General Manager to award Purchase Order ITS17-46C to GovConnection, Inc. dba Connection Public Sector Solutions of Rockville, MD, for the provision of VMWare VSAN Licensing and Support in the amount of \$67,874, plus a contingency of \$6,787, and a Cost Allocation Plan (CAP) of \$1,953, (3.27% charged on Federal portion of \$59,729), for a total not-to-exceed amount of \$76,614.

BACKGROUND

On March 1, 2017, Omnitrans' Board of Directors approved award of Purchase Orders ITS17-46C with Xceptional Networks, Inc. for the provision of VMWare VSAN Licensing in the amount of \$42,842, plus contingency and CAP. On March 31, 2017, Xceptional Networks, Inc. notified Omnitrans that there was an error in their bid due to a pricing discrepancy from the software developer of the VMWare VSAN licensing and support and requested to withdraw their bid.

The next two lowest bidders cited the same error in their bids and subsequently requested to withdraw their bids. Staff recommends rescinding this award and awarding to GovConnection, Inc. dba Connection Public Sector Solutions as the next lowest bidder for the VMWare VSAN Licensing and Support in the amount of \$67,874.

Award is recommended to the lowest responsive and responsible bidder.

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

FUNDING SOURCE

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

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	CA-90-Z112	2014	VMWare VSAN	D1422030F	\$61,682.00
STAF	09-09-OMN-B	2009	VMWare VSAN	D0922004S	\$7,834.73
Prop 1B	Prop 1B	2013	VMWare VSAN	D1322022B	\$7,907.47
				Total	\$76,614.00

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

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 5, Technology Optimization

CONCLUSION

By proceeding with this award, Omnitrans will have the ability to move forward with its datacenter and hardware refresh project.

PSG:JMS:CVM

ITEM # E16

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Doug Stanley, Interim Director of Special Transit Services

SUBJECT: FUNDING AGREEMENT BETWEEN OPARC AND OMNITRANS

FORM MOTION

Authorize the CEO/General Manager to execute the funding agreement between OPARC and Omnitrans to continue to use previously awarded FTA Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds.

Omnitrans legal counsel has reviewed and approved the Funding Agreement as to form.

BACKGROUND

On July 2, 2014, Omnitrans entered into an agreement with OPARC to utilize awarded FTA Section 5316 JARC and Section 5317 New Freedom funding to provide transportation for clients with disabilities to and from home for work-related activities. Staff is requesting the Board of Directors to authorize the CEO/General Manager to execute this second agreement to allow OPARC to expend remaining funds until December 31, 2018.

These funds are part of a pass-through of federal funds in grants CA-37-X174 and CA-57-X089. The budget identifies \$99,751.44 in Federal Transit Administration Section 5316 JARC and \$1,324.88 in Section 5317 New Freedom funding. As the FTA grant recipient, Omnitrans will receive approximately \$4,895 for administrative costs and grant oversight.

This second funding agreement is to extend the deadline for the use of the remaining pass-through FTA funds previously awarded by SANBAG (now San Bernardino County Transportation Authority). The first funding agreement for CA-37-X174 and CA-57-X089 grants was executed on July 2, 2014.

FUNDING SOURCES

Remaining funds for this grant pass through are as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT REMAINING
FTA	CA-37-X174	2012	OPARC	G12L0018F	\$ 99,751.44
FTA	CA-57-X089	2012	OPARC	G12L0N18F	\$ 1,324.88
Total					\$101,076.32

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

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute the second funding agreement between OPARC and Omnitrans.

PSG:DS

**SUBRECIPIENT FUNDING AGREEMENT FOR JOB ACCESS REVERSE COMMUTE GRANT
AND NEW FREEDOM GRANT FUNDS**
DUNs identification number 06-6166562

This Funding Agreement for Job Access Reverse Commute and New Freedom Grant funds (“**Agreement**”) by and between OPARC (“**Subrecipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ____ day of _____, 20____. Subrecipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

Recitals

A. This Agreement describes the respective responsibilities of Subrecipient and Omnitrans for funding capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2012 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as **Exhibit A** (the “**JARC Grant Agreement**”) and Omnitrans Fiscal Year 2012 Section 5317 New Freedom (NF) Grant Agreement attached hereto as **Exhibit B** (the “**NF Grant Agreement**”) (referred to collectively herein as “**Grant Agreements**”).

B. The amounts remaining for the Subrecipient to withdraw as of April 10, 2017, are:

JARC (Section 5316)	\$ 99,751.44
New Freedom (Section 5317)	\$ 1,324.88
Total	\$101,076.32

C. Subrecipient desires to continue to use operating funds to enhance OPARC Connects transportation program that is used to transport OPARC clients to the Work Activity program (the “**Project**”)

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

NOW THEREFORE, based on the forgoing recitals and for good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

1. **Obligations of Omnitrans.** Omnitrans agrees to take the following actions:

a. Reimburse Subrecipient for the Project, up to the amounts referenced above, in conformity with the following procedure:

- (1) For each disbursement requested, Subrecipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by not later than the 15th day of each month, or the next following business day should the 15th fall on a weekend or holiday.

- (2) Each Disbursement Request shall be accompanied by a written certification of Subrecipient's Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Subrecipient will use the disbursement for the purpose indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Subrecipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Subrecipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Subrecipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the Federal Transit Administration ("FTA") advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Subrecipient certification, Omnitrans may solicit, at Subrecipient's expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Subrecipient at the sole discretion of Omnitrans.
 - (6) Omnitrans shall have no liability to Subrecipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Subrecipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Subrecipient.
- c. Reasonably comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge -- will be charged to and paid from Section 5316 Grant Nos. CA-37-X174 and Section 5317 Grant No. CA-57-X089 grant funds to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will charge 4% of the total FTA amount as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.
3. Warranties of Subrecipient. Subrecipient warrants to Omnitrans that:

- a. Subrecipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 and Section 5317 grant funds (the **“Match Obligation”**).
 - b. To Subrecipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 and Section 5317 grant application on behalf of Subrecipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Subrecipient will conduct itself so that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Subrecipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements.
 - e. Subrecipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Subrecipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Subrecipient. Subrecipient agrees to take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements and Applicable Law.
 - b. Satisfy Subrecipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require.
 - c. Promptly notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Subrecipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Subrecipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any JARC and/or NF funds were not spent in accordance with applicable federal rules and regulations, Subrecipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Subrecipient with notice of the required date of submission no less than thirty (30) days

prior to the required date of submission to the FTA. Subrecipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow representatives of Omnitrans, the FTA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Subrecipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time.

- f. Ensure that all aspects of the Project and any aspect of Subrecipient's participation in this Agreement and the actions contemplated of Subrecipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - h. Upon completion, provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - i. Subrecipient shall comply with all applicable sections of FTA Circular 5010.1d pertaining to the management of federally funded assets. The Subrecipient will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1d.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Subrecipient required under the terms of this Agreement. The Chief Executive Officer of Subrecipient, or his or her designee, shall exercise the rights of Subrecipient under this Agreement; however, any certifications of Subrecipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other designated representative of Subrecipient as is specified by action of the Subrecipient's governing body evidenced in writing. Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.
6. Insurance. Subrecipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Subrecipient will provide written certificates evidencing compliance to Omnitrans.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

- (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
 - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Indemnification. Subrecipient shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse Omnitrans, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than December 31, 2018. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.
9. Force Majeure.
- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Subrecipient as

soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.

- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
 - c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
 - d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
- 10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 11. Authorization by Subrecipient. Subrecipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Subrecipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
 - 13. Additional Documents. Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
 - 14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.

15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Director, Special Transit
Services

TO SUBRECIPIENT:

OPARC
9029 Vernon Avenue
Montclair, CA 91763
Attention: Executive Director

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

OMNITRANS

OPARC

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

Exhibit "A"
JARC Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

**GRANT AGREEMENT
(FTA G-20, October 1, 2013)**

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2013,
<http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X174-00 **JARC**

Grantee: OMNITRANS

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

Estimated Total Eligible Cost (in U.S. Dollars): \$1,342,356

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$1,073,885

Amount of This FTA Award (in U.S. Dollars): \$1,073,885

Maximum Percentage(s) of FTA Participation:

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

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

<https://ftateamweb.fta.dot.gov/tcamweb/Applications/ViewPrint/ViewPrintRes.asp?GUI...> 11/10/2014

View Print

Page 2 of 3

Original Project Certification Date: 11/12/2013

Project Description:

FY12 Section 5316 JARC Funds

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

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
07/02/2014

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

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

Executed by:
P. Scott Graham
CEO/GM
OMNITRANS
07/24/2014

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-20, October 1, 2013)

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUI...> 11/10/2014

View Print

Page 3 of 3

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

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

Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Designated Recipient:
Mr. Basil Panas
Chief Financial Officer
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Grant Recipient:
P. Scott Graham
CEO/GM
OMNITRANS
07/24/2014

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUI...> 11/10/2014

Exhibit "B"
NF Grant Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-20, October 1, 2013)

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(20), October 1, 2013,
<http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: OMNITRANS

Award Information

Award Number: CA-57-X089-00

Award Name: FY12 Section 5317 New Freedom

Award Executive Summary: These funds are for various mobility management programs that will be implemented throughout San Bernardino County and the Omnitrans service area.

FTA section 5317 New Freedom funds will fund various projects and transportation services beyond those required by ADA. These include planning and other capital expenditures leading to an effective coordinated mobility management program at Omnitrans and the surrounding service area. The projects are the result of several findings of the Public Transit-Human Services Transportation Plan for San Bernardino County.

Total Award Eligible Cost: \$575,088.00

Maximum Percentage(s) of FTA Participation

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

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

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
1/28/2014 7:29 PM GMT+00:00

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

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

Executed By:
P. Scott Graham
CEO/GM
OMNITRANS
1/31/2014 1:46 AM GMT+00:00

ITEM # E17

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Doug Stanley, Interim Director of Special Transit Services

**SUBJECT: FUNDING AGREEMENT BETWEEN POMONA VALLEY WORKSHOP
AND OMNITRANS**

FORM MOTION

Authorize the CEO/General Manager to execute the funding agreement between Pomona Valley Workshop and Omnitrans to continue to use previously awarded FTA Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds.

Omnitrans legal counsel has reviewed and approved the Funding Agreement as to form.

BACKGROUND

On May 7, 2014, Omnitrans entered into an agreement with Pomona Valley Workshop (PVW) to utilize awarded FTA Section 5316 JARC and Section 5317 New Freedom funding to provide transportation for clients with disabilities to and from home for work-related activities. Staff is requesting the Board of Directors to authorize the CEO/General Manager to execute this second agreement to allow PVW to expend remaining funds until December 31, 2018.

These funds are part of a pass-through of federal funds in grants CA-37-X146 and CA-57-X062. The budget identifies \$65,937.21 in Federal Transit Administration Section 5316 JARC and \$25,642.80 in Section 5317 New Freedom funding. As the FTA grant recipient, Omnitrans will receive approximately \$3,663 for administrative costs and grant oversight.

This second funding agreement is to extend the deadline for the use of the remaining pass-through FTA funds previously awarded by SANBAG (now San Bernardino County Transportation Authority). The first funding agreement for CA-37-X146 and CA-57-X062 grants was executed on May 7, 2014.

FUNDING SOURCE

Remaining funds for this grant pass through are as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT REMAINING
FTA	CA-37-X146	2010	PVW	G12L0011F	\$65,937.21
FTA	CA-57-X062	2010	PVW	G10L0N11F	\$25,642.80
Total					\$91,580.01

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

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute the second funding agreement between Pomona Valley Workshop and Omnitrans.

PSG:DS

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

DUNs identification number 08-4156991

This Funding Agreement for Job Access Reverse Commute and New Freedom Grant funds (“**Agreement**”) by and between Pomona Valley Workshop (“**Subrecipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ____ day of _____, 20____. Subrecipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

Recitals

A. This Agreement describes the respective responsibilities of Subrecipient and Omnitrans for funding capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2010 and 2012 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as **Exhibit A** (the “**JARC Grant Agreement**”) and Omnitrans Fiscal Year 2010 Section 5317 New Freedom (NF) Grant Agreement attached hereto as **Exhibit B** (the “**NF Grant Agreement**”) (referred to collectively herein as “**Grant Agreements**”).

B. The amounts remaining for the Subrecipient to withdraw as of April 10, 2017, are:

JARC (Section 5316)	\$65,937.21
New Freedom (Section 5317)	\$25,642.80
Total	\$91,580.01

C. Subrecipient desires to continue the Pomona Valley Workshop in Motion transportation program that provides round trips to Pomona Valley Workshop clients from home to job sites and/or programs (the “**Project**”).

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

NOW THEREFORE, based on the forgoing recitals and for good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

1. **Obligations of Omnitrans.** Omnitrans agrees to take the following actions:

a. Reimburse Subrecipient for the Project, up to the amounts referenced above, in conformity with the following procedure:

- (1) For each disbursement requested, Subrecipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by not later than the 15th day of each month, or the next following business day should the 15th fall on a weekend or holiday.

- (2) Each Disbursement Request shall be accompanied by a written certification of Subrecipient's Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Subrecipient will use the disbursement for the purpose indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Subrecipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Subrecipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Subrecipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the Federal Transit Administration ("FTA") advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Subrecipient certification, Omnitrans may solicit, at Subrecipient's expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Subrecipient at the sole discretion of Omnitrans.
 - (6) Omnitrans shall have no liability to Subrecipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Subrecipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Subrecipient.
- c. Reasonably comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge -- will be charged to and paid from Section 5316 Grant Nos. CA-37-X146 and CA-37-X174, and Section 5317 Grant No. CA-57-X062 grant funds to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will charge 4% of the total FTA amount as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.
3. Warranties of Subrecipient. Subrecipient warrants to Omnitrans that:

- a. Subrecipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 and Section 5317 grant funds (the **“Match Obligation”**).
 - b. To Subrecipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 and Section 5317 grant application on behalf of Subrecipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Subrecipient will conduct itself so that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Subrecipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements.
 - e. Subrecipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Subrecipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Subrecipient. Subrecipient agrees to take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements and Applicable Law.
 - b. Satisfy Subrecipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require.
 - c. Promptly notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Subrecipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Subrecipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any JARC and/or NF funds were not spent in accordance with applicable federal rules and regulations, Subrecipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Subrecipient with notice of the required date of submission no less than thirty (30) days

prior to the required date of submission to the FTA. Subrecipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow representatives of Omnitrans, the FTA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Subrecipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time.

- f. Ensure that all aspects of the Project and any aspect of Subrecipient's participation in this Agreement and the actions contemplated of Subrecipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - h. Upon completion, provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - i. Subrecipient shall comply with all applicable sections of FTA Circular 5010.1d pertaining to the management of federally funded assets. The Subrecipient will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1d.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Subrecipient required under the terms of this Agreement. The Chief Executive Officer of Subrecipient, or his or her designee, shall exercise the rights of Subrecipient under this Agreement; however, any certifications of Subrecipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other designated representative of Subrecipient as is specified by action of the Subrecipient's governing body evidenced in writing. Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.
6. Insurance. Subrecipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Subrecipient will provide written certificates evidencing compliance to Omnitrans.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

- (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
 - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Indemnification. Subrecipient shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse Omnitrans, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than December 31, 2018. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.
9. Force Majeure.
- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Subrecipient as

soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.

- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
 - c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
 - d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
- 10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 11. Authorization by Subrecipient. Subrecipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Subrecipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
 - 13. Additional Documents. Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
 - 14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.

15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|---|-------------------------------|
| TO OMNITRANS: | TO SUBRECIPIENT: |
|
 |
 |
| Omnitrans | POMONA VALLEY WORKSHOP |
| 1700 West Fifth Street | 4650 Brooks Street |
| San Bernardino, California 92411 | Montclair, CA 91763 |
| Attention: Director, Special Transit Services | Attention: Executive Director |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

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

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

OMNITRANS

POMONA VALLEY WORKSHOP

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

Exhibit "A"
JARC Grant Agreements

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

**GRANT AGREEMENT
(FTA G-18, October 1, 2011)**

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011,
<http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X146-00

Grantee: OMNITRANS

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

Estimated Total Eligible Cost (in U.S. Dollars): \$2,760,692

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$2,208,554

Amount of This FTA Award (in U.S. Dollars): \$2,208,554

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date: 9/26/2011

Project Description:

FY09-10 Section 5316 JARC Funds

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

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
12/14/2011

EXECUTION OF GRANT AGREEMENT

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

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

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-18, October 1, 2011)

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

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

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

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

Exhibit "B"
NF Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

**GRANT AGREEMENT
(FTA G-17, October 1, 2010)**

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(17), October 1, 2010,
<http://www.fta.dot.gov/documents/17-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X062-00

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5317 - New Freedom

Estimated Total Eligible Cost (in U.S. Dollars): \$1,152,966

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$922,373

Amount of This FTA Award (in U.S. Dollars): \$922,373

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date:

Project Description:

FY09-10 - 5317 New Freedom Funds

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

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2011

EXECUTION OF GRANT AGREEMENT

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

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

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-17, October 1, 2010)

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

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

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

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

ITEM # E18

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Doug Stanley, Interim Director of Special Transit Services

**SUBJECT: FUNDING AGREEMENT BETWEEN VICTOR VALLEY TRANSIT
AUTHORITY AND OMNITRANS**

FORM MOTION

Authorize the CEO/General Manager to execute the funding agreement between Victor Valley Transit Authority and Omnitrans to continue to use previously awarded FTA Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds.

Omnitrans legal counsel has reviewed and approved the Funding Agreement as to form.

BACKGROUND

On April 9, 2014, Omnitrans entered into an agreement with Victor Valley Transit Authority (VVTA) to utilize awarded FTA Section 5316 JARC and Section 5317 New Freedom funding to continue Victor Valley Transit Authority's SB-Lifeline and B-V Link transportation services from Victorville to San Bernardino. Staff is requesting the Board of Directors to authorize the CEO/General Manager to execute this second agreement to allow VVTA to expend remaining funds until December 31, 2018.

These funds are part of a pass-through of federal funds in grants CA-37-X146 and CA-57-X062. The budget identifies \$113,094.24 in Federal Transit Administration Section 5316 JARC and \$10,997.26 in Section 5317 New Freedom funding. As the FTA grant recipient, Omnitrans will receive approximately \$4,963 for administrative costs and grant oversight.

This second funding agreement is to extend the deadline for the use of the remaining pass-through FTA funds previously awarded by SANBAG (now San Bernardino County Transportation Authority). The first funding agreement for CA-37-X146 and CA-57-X062 grants was executed on April 9, 2014.

FUNDING SOURCES

Remaining funds for this grant pass through is as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT REMAINING
FTA	CA-37-X146	2012	VVTA	G10L0019F	\$113,094.24
FTA	CA-57-X062	2012	VVTA	G10L0N19F	\$ 10,997.26
Total					\$124,091.50

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

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute the second funding agreement between Victor Valley Transit Authority and Omnitrans.

PSG:DS

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

DUNs identification number 02-0849266

This Funding Agreement for Job Access Reverse Commute and New Freedom Grant funds (“**Agreement**”) by and between Victor Valley Transit Authority (“**Subrecipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ____ day of _____, 20____. Subrecipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

Recitals

A. This Agreement describes the respective responsibilities of Subrecipient and Omnitrans for funding capital and operating expenses (“**Project**”) in connection with Omnitrans Fiscal Year 2011 Section 5316 Job Access Reverse Commute (JARC) Grant Agreement attached hereto as **Exhibit A** (the “**JARC Grant Agreement**”) and Omnitrans Fiscal Year 2011 Section 5317 New Freedom (NF) Grant Agreement attached hereto as **Exhibit B** (the “**NF Grant Agreement**”) (referred to collectively herein as “**Grant Agreements**”).

B. The amounts remaining for the Subrecipient to withdraw as of April 10, 2017, are:

JARC (Section 5316)	\$ 113,094.24
New Freedom (Section 5317)	\$ 10,997.26
Total	\$ 124,091.50

C. Subrecipient desires to continue Victor Valley Transit Authority’s SB-Lifeline and B-V Link services from Victorville to San Bernardino (the “**Project**”). These life line services connect residents of the Victor Valley and Barstow areas to the greater San Bernardino Valley.

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

NOW THEREFORE, based on the forgoing recitals and for good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

1. **Obligations of Omnitrans.** Omnitrans agrees to take the following actions:

a. Reimburse Subrecipient for the Project, up to the amounts referenced above, in conformity with the following procedure:

- (1) For each disbursement requested, Subrecipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by not later than the 15th of each month, or the next following business day should the 15th fall on a weekend or holiday.

- (2) Each Disbursement Request shall be accompanied by a written certification of Subrecipient's Executive Director that such disbursement will not constitute any violation of the terms of the Grant Agreements, or of Applicable Law, and that Subrecipient will use the disbursement for the purpose indicated in the Disbursement Request.
 - (3) Within five (5) business days of the receipt of an invoice and accompanying certification, Omnitrans shall notify Subrecipient as to what, if any, additional supporting documentation and background information it requires.
 - (4) Within the first week of the following month after invoice submittal to Omnitrans pursuant to above, Omnitrans shall: (i) disburse (including through electronic transfer of funds, if so requested and if Subrecipient provides the necessary information) the amount requested, unless Omnitrans provides written notice that it cannot disburse such amount without violating the terms of either the Grant Agreements or of Applicable Law; or (ii) notify Subrecipient through written notice as to why it is unable to disburse some or all of the requested funds without violating the terms of either the Grant Agreements or Applicable Law.
 - (5) To the extent that the Federal Transit Administration ("FTA") advises Omnitrans that a disbursement would constitute a violation of the terms of either the Grant Agreements or Applicable Law, Omnitrans shall have no obligation to disburse such funds. Notwithstanding any Subrecipient certification, Omnitrans may solicit, at Subrecipient's expense, a legal opinion from competent counsel of its choice if Omnitrans has a good faith and reasonable question about whether a disbursement will result in a violation of the terms of the Grant Agreements or of Applicable Law, which legal opinion may be shared with Subrecipient at the sole discretion of Omnitrans.
 - (6) Omnitrans shall have no liability to Subrecipient for any refusal to disburse funds so long as Omnitrans has documented and provided written notice to Subrecipient that such disbursement would constitute a violation of the terms of the Grant Agreements or Applicable Law.
- b. Prepare and submit to the FTA on a timely basis all required periodic reports and milestone updates, so long as it timely receives all necessary information from Subrecipient.
- c. Reasonably comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>.
2. Payment of Administrative Expenses of Omnitrans. As compensation for the obligations undertaken by Omnitrans pursuant to the terms of this Agreement, an indirect overhead charge -- will be charged to and paid from Section 5316 Grant Nos. CA-37-X146 and Section 5317 Grant No. CA-57-X062 grant funds to account for all administration costs associated with managing the Project (the "**Administrative Expenses**"). Omnitrans will charge 4% of the total FTA amount as Administrative Expenses. Project funds shall not be used for the Administrative Expenses.
3. Warranties of Subrecipient. Subrecipient warrants to Omnitrans that:

- a. Subrecipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 and Section 5317 grant funds (the **“Match Obligation”**).
 - b. To Subrecipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 and Section 5317 grant application on behalf of Subrecipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Subrecipient will conduct itself so that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Subrecipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements.
 - e. Subrecipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Subrecipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Subrecipient. Subrecipient agrees to take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements and Applicable Law.
 - b. Satisfy Subrecipient’s Match Obligation and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require.
 - c. Promptly notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Subrecipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Subrecipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any JARC and/or NF funds were not spent in accordance with applicable federal rules and regulations, Subrecipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided Subrecipient with notice of the required date of submission no less than thirty (30) days

prior to the required date of submission to the FTA. Subrecipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow representatives of Omnitrans, the FTA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Subrecipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time.

- f. Ensure that all aspects of the Project and any aspect of Subrecipient's participation in this Agreement and the actions contemplated of Subrecipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - h. Upon completion, provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - i. Subrecipient shall comply with all applicable sections of FTA Circular 5010.1d pertaining to the management of federally funded assets. The Subrecipient will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1d.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Subrecipient required under the terms of this Agreement. The Chief Executive Officer of Subrecipient, or his or her designee, shall exercise the rights of Subrecipient under this Agreement; however, any certifications of Subrecipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other designated representative of Subrecipient as is specified by action of the Subrecipient's governing body evidenced in writing. Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.
6. Insurance. Subrecipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Subrecipient will provide written certificates evidencing compliance to Omnitrans.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

- (2) Be primary with respect to any insurance or self-insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
 - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Indemnification. Subrecipient shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse Omnitrans, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than December 31, 2018. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.
9. Force Majeure.
- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Subrecipient as

soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.

- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
 - c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
 - d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
- 10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 11. Authorization by Subrecipient. Subrecipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Subrecipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
 - 13. Additional Documents. Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
 - 14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses, including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.

15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:
- | | |
|---|--|
| TO OMNITRANS: | TO SUBRECIPIENT: |
|
Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Director, Special Transit
Services |
Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345
Attention: General Manager |
20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Other than the Parties, no person, political subdivision, agency, board, department, division or commission shall be entitled to bring an administrative or judicial proceeding to enforce or interpret its terms.

[SIGNATURES ON FOLLOWING PAGE]

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

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

OMNITRANS

Victor Valley Transit Authority

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

Exhibit "A"
JARC Grant Agreements

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

**GRANT AGREEMENT
(FTA G-18, October 1, 2011)**

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, <http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X146-00

Grantee: OMNITRANS

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

Estimated Total Eligible Cost (in U.S. Dollars): \$2,760,692

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$2,208,554

Amount of This FTA Award (in U.S. Dollars): \$2,208,554

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date: 9/26/2011

Project Description:

FY09-10 Section 5316 JARC Funds

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

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
12/14/2011

EXECUTION OF GRANT AGREEMENT

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

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

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-18, October 1, 2011)

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

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

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

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
12/19/2011

Exhibit "B"
NF Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

**GRANT AGREEMENT
(FTA G-17, October 1, 2010)**

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

- (1) "Federal Transit Administration Master Agreement," FTA MA(17), October 1, 2010,
<http://www.fta.dot.gov/documents/17-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X062-00

Grantee: OMNITRANS

Citation of Statute(s) Authorizing Project: 49 USC 5317 - New Freedom

Estimated Total Eligible Cost (in U.S. Dollars): \$1,152,966

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$922,373

Amount of This FTA Award (in U.S. Dollars): \$922,373

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date:

Project Description:

FY09-10 - 5317 New Freedom Funds

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

Awarded By:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/23/2011

EXECUTION OF GRANT AGREEMENT

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

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

Executed by:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-17, October 1, 2010)

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

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this

Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

FTA Official:
Leslie Rogers
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

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

Grant Recipient:
Milo Victoria
CEO/General Manager
OMNITRANS
09/28/2011

ITEM # E19

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Doug Stanley, Interim Director of Special Transit Services

SUBJECT: FUNDING AGREEMENT BETWEEN CENTRAL CITY LUTHERAN MISSION AND OMNITRANS

FORM MOTION

Authorize the CEO/General Manager to execute the funding agreement between Central City Lutheran Mission and Omnitrans to continue to use previously awarded FTA Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) federal funds.

Omnitrans legal counsel has reviewed and approved the Funding Agreement as to form.

BACKGROUND

On March 7, 2012, Omnitrans entered into an agreement with Central City Lutheran Mission (CCLM) to utilize awarded FTA Section 5316 JARC and Section 5317 New Freedom funding to provide transportation for HIV/AIDS clients to medical and social service appointments and to seek gainful employment. Staff is requesting the Board of Directors to authorize the CEO/General Manager to execute this second agreement to allow CCLM to expend remaining funds until December 31, 2018.

These funds are part of a pass-through of federal funds in grants CA-37-X090 and CA-57-X017. The budget identifies \$31,056.75 in Federal Transit Administration Section 5316 JARC and \$49,394.29 in Section 5317 New Freedom funding. As the FTA grant recipient, Omnitrans will receive approximately \$3,218 for administrative costs and grant oversight.

This second funding agreement is to extend the deadline for the use of the remaining pass-through FTA funds previously awarded by SANBAG (now San Bernardino County Transportation Authority). The first funding agreement for CA-37-X090 and CA-57-X017 grants was executed on March 7, 2012.

FUNDING SOURCES

Remaining funds for this grant pass-through are as follows:

FUNDING	GRANT	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT REMAINING
FTA	CA-37-X090	2012	CCLM	G10L0007F	\$31,056.75
FTA	CA-57-X017	2012	CCLM	G10L00N7F	\$49,394.29
Total					\$80,451.04

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

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to execute the second funding agreement between Central City Lutheran Mission and Omnitrans.

PSG:DS

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

DUNs identification number 17-9884713

This Funding Agreement for Job Access Reverse Commute and New Freedom Grant funds (“**Agreement**”) by and between Central City Lutheran Mission (“**Subrecipient**”) and Omnitrans, a joint powers authority (“**Omnitrans**”), is entered into this ____ day of _____, 20____. Subrecipient and Omnitrans are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

Recitals

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

B. The amounts remaining for the Subrecipient to withdraw as of April 10, 2017, are:

JARC (Section 5316)	\$31,056.75
New Freedom (Section 5317)	\$49,394.29
Total	\$80,451.04

C. Subrecipient desires to schedule and transport HIV and AIDS clients for medical and work related trips in San Bernardino (the “**Project**”).

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

NOW THEREFORE, based on the forgoing recitals and for good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

1. **Obligations of Omnitrans.** Omnitrans agrees to take the following actions:

a. Reimburse Subrecipient for the Project, up to the amounts referenced above, in conformity with the following procedure:

- (1) For each disbursement requested, Subrecipient shall provide a written invoice to Omnitrans specifying the amount requested to be disbursed and the purpose of the disbursement, and shall provide such additional supporting documentation and background information as Omnitrans may reasonably require (the “**Disbursement Request**”) by not later than the 15th day of each month, or the next following business day should the 15th fall on a weekend or holiday.
- (2) Each Disbursement Request shall be accompanied by a written certification of Subrecipient’s Executive Director that such disbursement will not constitute any

violation of the terms of the Grant Agreements, or of Applicable Law, and that Subrecipient will use the disbursement for the purpose indicated in the Disbursement Request.

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

- a. Subrecipient has or will have, prior to the necessity of expending them, all funds necessary to provide the local matching funds required to receive the FTA Section 5316 and Section 5317 grant funds (the **“Match Obligation”**).
 - b. To Subrecipient’s knowledge, Omnitrans’ prior submission of the FTA Section 5316 and Section 5317 grant application on behalf of Subrecipient has not and will not violate the terms of the Grant Agreements or any provision of the Applicable Law.
 - c. Subrecipient will conduct itself so that all aspects of the Project and any aspect of Subrecipient’s participation in this Agreement, including the actions contemplated by this Agreement, will be in compliance with the terms of the Grant Agreements and with Applicable Law.
 - d. Subrecipient will use the disbursements for the purposes indicated in its Disbursement Request and only for eligible expenses pursuant to the Grant Agreements.
 - e. Subrecipient will agree to comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.
 - f. Subrecipient will comply with all requirements of the FTA Master Agreement, found at <http://www.fta.dot.gov/documents/16-Master.pdf>, including recordkeeping and submission to Omnitrans on a quarterly basis, of reports that document the status of the Project’s implementation progress, including task completion status, budget status, and adherence to the Project, as defined in the grant applications.
4. Obligations of Subrecipient. Subrecipient agrees to take the following actions:
- a. Provide Omnitrans all information that is reasonably needed for Omnitrans’ performance of its obligations hereunder and pursuant to the Grant Agreements and Applicable Law.
 - b. Satisfy Subrecipient’s Match Obligation in accordance with FTA guidelines and submit evidence of the dollar amount and source(s) of the funds, as Omnitrans may reasonably require.
 - c. Promptly notify Omnitrans of any changes in the scope or description of the Project.
 - d. Certify to Omnitrans for each Disbursement Request that, to the best of Subrecipient’s knowledge, such disbursement will not constitute any violation of either the provisions of the Grant Agreements or of Applicable Law, and that Subrecipient will use the disbursement as indicated in the Disbursement Request. If FTA or any Project audit determines that any JARC and/or NF funds were not spent in accordance with applicable federal rules and regulations, Subrecipient shall be solely responsible for reimbursement of all such improperly expended funds. The funds shall be reimbursed to the agency identified by Omnitrans with a notice to Omnitrans that the reimbursement was accomplished within the timeframe specified by Omnitrans.
 - e. Provide to Omnitrans all information needed for quarterly Project reporting and milestone updates in a timely manner to allow Omnitrans enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than fifteen (15) days prior to the required date of submission to the FTA of such report or update, provided Omnitrans has provided

Subrecipient with notice of the required date of submission no less than thirty (30) days prior to the required date of submission to the FTA. Subrecipient shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Subrecipient shall allow representatives of Omnitrans, the FTA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Subrecipient shall maintain all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time.

- f. Ensure that all aspects of the Project and any aspect of Subrecipient's participation in this Agreement and the actions contemplated of Subrecipient by this Agreement will be in compliance with the terms of the Grant Agreements and with all Applicable Law.
 - g. Provide Omnitrans the required signed Self-Certification Form by July 31 of each year, in accordance with FTA audit requirements.
 - h. Upon completion, provide Omnitrans a copy of its annual single audit for each fiscal year, in accordance with FTA audit requirements.
 - i. Subrecipient shall comply with all applicable sections of FTA Circular 5010.1d pertaining to the management of federally funded assets. The Subrecipient will provide all necessary information to Omnitrans so that Omnitrans can coordinate with the FTA related to the requirements in Circular 5010.1d.
5. Exercise of Rights under the Agreement. The CEO/General Manager of Omnitrans, or his or her designee, shall exercise the rights of Omnitrans under this Agreement including, without limitation, accepting the certifications of Subrecipient required under the terms of this Agreement. The Chief Executive Officer of Subrecipient, or his or her designee, shall exercise the rights of Subrecipient under this Agreement; however, any certifications of Subrecipient required under the terms of this Agreement shall be provided only by the Chief Executive Officer or such other designated representative of Subrecipient as is specified by action of the Subrecipient's governing body evidenced in writing. Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of Omnitrans.
6. Insurance. Subrecipient shall require all contractors or consultants hired to perform work or services on the Project to obtain, and require their sub-consultants and sub-contractors to obtain, insurance of the types and in the amounts described below and satisfactory to Omnitrans. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last. Upon request, Subrecipient will provide written certificates evidencing compliance to Omnitrans.
- a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:
 - (1) Name Omnitrans, its officials, officers, employees, agents, and consultants as an additional insured with respect to performance of the work or services on the

Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

- (2) Be primary with respect to any insurance or self insurance programs covering Omnitrans, its officials, officers, employees, agents, and consultants; and
 - (3) Contain standard separation of insured provisions.
 - b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - c. Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00. Professional liability insurance shall only be required of design or engineering professionals.
 - d. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.
7. Indemnification. Subrecipient shall defend, indemnify and hold Omnitrans, its directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, Omnitrans, its officials, officers, employees, agents and/or volunteers in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse Omnitrans, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
8. Term. This Agreement shall terminate upon the rejection of any grant application for the Project by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of Omnitrans related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than December 31, 2018. Either Party may terminate this Agreement for breach with written notice to the other Party and if the breaching Party does not take sufficient steps to remedy the claimed breach within ten (10) business days.
9. Force Majeure.
- a. An "Uncontrollable Force" (force majeure) is any occurrence beyond the control of a Party which causes that Party to be unable to perform its obligations hereunder and which a Party has been unable to overcome by the exercise of due diligence, including but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, action or inaction of legislative bodies, judicial bodies, or regulatory agencies, or other

proper authority, excepting the governing body of the Party asserting the Uncontrollable Force, which may conflict with the terms of this Agreement. In no event shall any Uncontrollable Force excuse the obligation to issue disbursements to Subrecipient as soon as Omnitrans is reasonably able to do so, unless such disbursements may no longer be used for eligible expenses due to an Uncontrollable Force.

- b. Subject to Section 9a, neither Party shall be considered to be in default in the performance of any of the obligations contained in this Agreement when and to the extent failure of performance shall be caused by an Uncontrollable Force.
 - c. If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent so affected, provided that: (i) the nonperforming Party within one week after the occurrence of the Uncontrollable Force, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force; (iii) the nonperforming Party uses its best efforts to remedy its inability to perform (this subsection shall not require the settlement of any strike, walkout, lockout, other labor disputes or any other dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of any disputes shall be at the sole discretion of the Party having the difficulty); and (iv) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.
 - d. If either Party's ability to perform cannot be corrected when the Uncontrollable Force is caused by the actions or inactions of legislative bodies, judicial bodies, or regulatory agencies or other proper authority, the Parties agree to meet in good faith to determine if this Agreement may be amended to comply with the legal or regulatory change which caused the nonperformance of the Parties.
- 10. Authorization by Omnitrans. Omnitrans represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Omnitrans' governing board and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 11. Authorization by Subrecipient. Subrecipient represents that the terms and execution of this Agreement, including all Exhibits, have been duly authorized by Subrecipient's governing body and that the persons signing this Agreement on its behalf have the necessary authority to do so.
 - 12. Headings. All paragraph headings throughout this Agreement are for convenience of reference only.
 - 13. Additional Documents. Each of the Parties shall timely execute such additional documents as the other Party may reasonably request in order to carry out or implement any of the provisions of this Agreement, which request shall not be unreasonably refused.
 - 14. Litigation Expenses. If after this Agreement is in effect, any action or proceeding of any nature shall be commenced by a Party seeking to enforce, construe or rescind, or otherwise relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other sums recoverable, its reasonable litigation expenses,

including reasonable attorneys' fees, expert witness fees and other related litigation expenses and costs.

15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties hereto, and no modification, alteration or amendment shall be binding unless expressed in writing and signed by the Parties. No representation, warranty, covenant, inducement or obligation not included in this Agreement shall be binding, and this Agreement supersedes all prior negotiations, agreements, arrangements and undertakings among the Parties hereto with respect to the matters set forth in this Agreement. It is the intent of the Parties that this Agreement is an integrated agreement and that no evidence may be introduced to vary in any manner its terms and conditions.
16. Accuracy of Representations. As of the date each signed this Agreement, the representations herein of both Parties are true and correct in all material respects.
17. Originals and Copies. This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu of an original.
18. Construction of Agreement. This Agreement and the Exhibits attached hereto shall not be construed in favor of or against a Party by reason of participation or lack of participation of that Party or its counsel in the drafting of this Agreement and the Exhibits attached hereto. This Agreement and the attached Exhibits shall be interpreted and construed as drafted by all Parties with equal participation in the drafting hereof. The Parties intend that the terms of this Agreement and of the Exhibits are all internally consistent with each other and should be construed to that end.
19. Notices. All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

TO OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attention: Director, Special Transit
Services

TO SUBRECIPIENT:

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

OMNITRANS

CENTRAL CITY LUTHERAN MISSION

By: _____
P. Scott Graham, CEO/General Manager

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Omnitrans Counsel

Exhibit "A"
JARC Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

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

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

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

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-37-X090-00

Grantee: OMNITRANS

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

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

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

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

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date: 9/3/2008

Project Description:

FY06-08 Section 5316 JARC Capital

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

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

EXECUTION OF GRANT AGREEMENT

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

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

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

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT

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

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

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

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

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

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

Exhibit "B"

NF Grant Agreement

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

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

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

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

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

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

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-57-X017-01

Grantee: OMNITRANS

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

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

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

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

Maximum Percentage(s) of FTA Participation:

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

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

Original Project Certification Date: 9/3/2008

Project Description:

FY06-08 Section 5317 New Freedom Capital

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

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

EXECUTION OF GRANT AGREEMENT

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

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

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

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

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

Contract No. CCLM - 03

Federal funds to the Grantee as described above.

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

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

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

ITEM # _____ E20 _____

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and
Members of the Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing and Planning

**SUBJECT: ACTIVE TRANSPORTATION PROGRAM SAFE ROUTES TO
TRANSIT PROJECT COOPERATIVE AGREEMENT**

FORM MOTION

Authorize the CEO/General Manager to enter into a cooperative agreement with the cities of Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga for the Active Transportation Program Safe Routes to Transit project.

This item was reviewed by the Plans and Programs Committee at its March 21, 2017 meeting and recommended to the Board of Directors for approval. This agreement has also been reviewed and approved by Omnitrans' legal counsel.

BACKGROUND

In 2014, the California Transportation Commission awarded Omnitrans a \$3.5 million Active Transportation Program (ATP) Cycle 1 grant for the design and construction of pedestrian improvements within ½ mile of West Valley Connector stations, including sidewalk repair or replacement, curb ramp replacement, crosswalk striping, and installation of bike racks at station locations.

Because of the timelines required for the grant (the construction contract is to be awarded by November 2017), the Safe Routes to Transit project is being constructed as a separate project from the overall West Valley Connector project. SBCTA (San Bernardino County Transportation Authority) staff members who are leading the overall West Valley Connector project have agreed that Omnitrans should continue to lead the Safe Routes to Transit project to completion. The 100% design package and specifications have been reviewed by the staff of the five cities.

A cooperative agreement for project implementation is needed between Omnitrans and the five cities that own the right-of-way on which the project will be constructed. The agreement is a

requirement of the ATP grant and establishes the roles and responsibilities of Omnitrans and the cities for the project. The draft agreement template is in Exhibit A.

The cooperative agreement for the Safe Routes to Transit Project will be executed separately from the cooperative agreement for the overall West Valley Connector project, in order to meet the required timeline for the ATP grant.

The staff and legal counsel of each city have reviewed the agreement. The agreement is expected to be placed on the agenda for approval by all five city councils by the end of May. Staff anticipates asking the Board of Directors at its June 2017 meeting for authorization to release the Invitation for Bids for construction for the Safe Routes to Transit project.

FUNDING SOURCE

The cooperative agreement has no fiscal impact to Omnitrans. The entire Safe Routes to Transit project will be funded by a \$3.5 million capital grant through the State ATP program. The grant is 100% Federal with no required local match.

Strategic Initiative Supported – Service and Operational Goal, Strategy 2. Decreased barriers to non-riders, First/Last mile Connectivity

CONCLUSION

Staff recommends that the Board of Directors authorize the CEO/General Manager to enter into a cooperative agreement with the cities of Fontana, Montclair, Ontario, Pomona, and Rancho Cucamonga for the Active Transportation Program Safe Routes to Transit project.

PSG:WW:AMJ

Attachments

Exhibit A – Agreement Template

WEST VALLEY CONNECTOR SAFE ROUTES TO TRANSIT PROJECT
COOPERATIVE AGREEMENT

BETWEEN

OMNITRANS

1700 W FIFTH ST

SAN BERNARDINO, CALIFORNIA 92411

AND

{CITY}

{ADDRESS}

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into as of _____, 2017 by and between OMNITRANS and {CITY} (“CITY”). OMNITRANS and CITY are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.
- B. THIS AGREEMENT shall terminate upon completion of OMNITRANS’ management of the environmental, design, and construction phases of the PROJECT, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions and the continuing control provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims by third parties arising out of this AGREEMENT be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, OMNITRANS proposes to construct active transportation improvements such as sidewalk and curb ramp repair or replacement, striping of crosswalks, and installation of bike racks, at or within ½ mile of proposed stations along the future West

Valley Connector rapid bus line in the cities of Pomona, Montclair, Ontario, Rancho Cucamonga, and Fontana; and

- B. WHEREAS, proposed improvements are depicted in Attachment A and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and
- D. WHEREAS, OMNITRANS will complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies pursuant to similar cooperative agreements, or as otherwise determined by OMNITRANS; and
- E. WHEREAS, OMNITRANS is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and Caltrans is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT, and a Categorical Exemption (CE) / Categorical Exclusion (CE) has been certified for the PROJECT under both CEQA and NEPA; and
- F. WHEREAS, the PROJECT is fully funded by federal Active Transportation Program funds granted by the Federal Transit Administration (“FTA”); and
- G. WHEREAS, CITY is the PROJECT owner and maintainer of the existing PROJECT Property and will be the owner of the proposed PROJECT improvements with the exception of the bike racks, and this AGREEMENT does not transfer ownership to OMNITRANS nor does it transfer any legal responsibilities associated with ownership, operation, and maintenance of the PROJECT Property or any future PROJECT improvements.
- H. WHEREAS, OMNITRANS, as the designated recipient of FTA funds that will be used to fund the PROJECT, is required to have, maintain, and exercise satisfactory continuing control over the PROJECT improvements and PROJECT Property for their useful life to carry out the authorized purpose of the PROJECT for which federal funds were used pursuant to its agreement with the FTA as further described in Section V.

NOW, THEREFORE, the Parties agree to the following:

III. **OMNITRANS RESPONSIBILITIES:**

OMNITRANS agrees:

- A. To be the lead agency and to diligently undertake all project management, planning, environmental, design, and construction work on the PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of OMNITRANS’ Development Planning Manager or a designee, with input and consultation from CITY.

- B. To use the \$3,500,000 federal Active Transportation Program grant to complete the PROJECT. The total PROJECT cost exclusive of CITY-provided services specified in Part IV of this AGREEMENT is to be borne solely by OMNITRANS using the available grant funds.
- C. To execute appropriate agreements with other cities and agencies, as determined by OMNITRANS, to facilitate and coordinate the completion of the PROJECT.
- D. To designate a Project Manager to represent OMNITRANS, through whom all communications between the Parties shall be channeled.
- E. To provide CITY a proposed project schedule to complete the PROJECT.
- F. To include CITY in relevant meetings and communications on PROJECT progress and provide CITY copies of meeting minutes and action items.
- G. To perform design and construction in accordance with state and federal standards and practices.
- H. To include CITY in design decisions that fall under the purview of CITY's General Plan, relevant design guidelines, or aesthetic considerations.
- I. To provide all PROJECT work performed by OMNITRANS and its consultants and contractors for review and comment by CITY. OMNITRANS shall review all comments timely received from the CITY related to PROJECT and the Parties shall mutually agree as to which comments shall be incorporated into the PROJECT. Notwithstanding the foregoing, OMNITRANS shall not be required to incorporate comments which are unrelated to safety or statutory requirements and would cause the PROJECT to exceed the budgeted costs.
- J. To apply for encroachment permits authorizing entry of OMNITRANS and its consultants and contractors onto CITY right-of-way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- K. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- L. To be responsible for the restoration of any temporary staging areas to their previous condition or to a condition otherwise satisfactory to CITY or as indicated on the PROJECT plans; however, CITY shall not require OMNITRANS to improve such property or leave it in a better condition than when received. A temporary use permit from CITY shall be obtained by the contractor responsible for the installation and maintenance of appropriate dust control measures to the satisfaction of CITY. In addition, OMNITRANS and/or its contractor shall be responsible for the installation and maintenance of standard Best Management Practice measure related to CITY's MS4

permit under the National Pollutant Discharge Elimination System (“NPDES”) in controlling storm runoff from the site.

- M. To employ standard measures to control fugitive dust caused by construction activities along the entire length of the PROJECT and at any construction yards or staging areas. Proposed measures shall be reviewed and approved by CITY prior to implementation, and CITY shall have the authority to require reasonable additional measures if a fugitive dust problem arises as a result of construction activities.
- N. To be responsible for design and implementation of a Storm Water Pollution Prevention Plan (“SWPPP”) as required during construction. The SWPPP shall be available with the contractor at the construction zone at all times.
- O. To consult with CITY prior to its removal and replacement of any landscaping and/or irrigation located within CITY right-of-way or within any landscape maintenance easement. The PROJECT plans and specifications shall contain the information required by CITY’s regulations and guidelines for landscape plans and specifications including provisions regarding the procedure for removal, replacement, and relocation of landscaping.
- P. To install all PROJECT-related signage and traffic control signage as indicated on the PROJECT plans at OMNITRANS’ sole cost.
- Q. To comply with any and all environmental laws; to ensure that no PROJECT-related activity shall cause OMNITRANS’ or CITY to be in violation of any environmental laws; and that if OMNITRANS fails or refuses to comply with any environmental laws, or causes CITY to be in violation of any environmental laws, CITY may require OMNITRANS to undertake corrective or remedial action to address any release or threatened release or discharge of hazardous substance, pollutant or contaminant, wastewater, or storm water.
- R. To own and maintain in good working order, at OMNITRANS’ sole cost, the bike racks to be installed at the bus stops / future rapid bus station locations as designated on the PROJECT plans, and to promptly address any issues brought to OMNITRANS’ attention by CITY that may arise from the bike racks.
- S. To be solely responsible for all costs associated with any utility relocation required by the PROJECT.
- T. If relocation of CITY-owned utilities is required for construction of the PROJECT, OMNITRANS agrees to design and construct any such relocations at no cost to CITY.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. To designate a responsible staff member who will be CITY’s representative in attending meetings, receiving day-to-day communications, and reviewing project documents.

- B. To timely distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To provide timely review and comments, at no cost to the PROJECT, on all PROJECT work performed by OMNITRANS and its consultants and contractors, such as plans, specifications, estimates, reports, studies, or other PROJECT related submittals requiring CITY review and comment. OMNITRANS shall review all comments timely received from the CITY related to the PROJECT and the Parties shall mutually agree as to which comments shall be incorporated into the PROJECT. Notwithstanding the foregoing, OMNITRANS shall not be required to incorporate comments which are unrelated to safety or statutory requirements and would cause the PROJECT to exceed the budgeted costs.
- D. To provide, at no cost to the PROJECT, encroachment permits authorizing entry of OMNITRANS and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- E. To provide all City permits and waive City fees required to construct the PROJECT. OMNITRANS/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for City Council consideration, with supporting documentation provided by OMNITRANS.
- G. To exempt OMNITRANS from plan check fees for submittal reviews.
- H. CITY agrees NOT to require any elements of design or construction of the PROJECT so as to cause OMNITRANS to violate Federal Buy America requirements, 49 U.S.C. 661.
- I. To provide notice or other informational documents to OMNITRANS in a timely manner and well in advance of any and all existing and proposed projects, public or private, which may impede or adversely impact the design or construction of the PROJECT. CITY hereby further agrees to work with OMNITRANS to resolve any scheduling and construction conflicts that may be caused by such projects.
- J. To notify OMNITRANS in writing at least 14 calendar days in advance of any utility cuts, street closures, or other CITY operations that may temporarily affect the availability and/or usage of the PROJECT rights-of-way as contemplated by this AGREEMENT, and coordinate to minimize disruption to the PROJECT. Except in the case of emergencies, CITY shall not undertake any activities that could reasonably be expected to delay construction work on the PROJECT.
- K. To own and maintain at the CITY's sole cost and expense all PROJECT improvements, excluding bike racks, installed as part of the PROJECT within CITY right-of-way, including sidewalk, curb ramps, and crosswalks

- L. Timely provide, at no cost to the PROJECT, CITY inspection services as required for approval of work.
- M. Make available, at no cost to the PROJECT, appropriate staff for the preparation of punch lists and final sign-off of work performed.
- N. To approve the design of all relocations of CITY-owned utilities required by the PROJECT, and to issue permits for the relocation at no cost to OMNITRANS.
- O. Relocation of utilities owned by other government agencies or public or private utility companies may be required for the construction of the PROJECT. CITY agrees to exercise its authority and rights, to the extent provided for in Streets and Highways Code Section 680, or as provided for in any property rights, permits, or licenses with the affected utility owner, by requiring the utility owner to design and relocate the utility as necessary for construction of the PROJECT. In the event that the applicable utility owner is not required to bear the cost of the relocation, OMNITRANS will be solely responsible for all costs associated with the relocation required by the PROJECT.

V. **CONTINUING CONTROL:**

One purpose of this AGREEMENT is to establish, as designated recipient of FTA funds, OMNITRANS' satisfactory continuing control over PROJECT Property (which consists of assets improved with FTA funds, including sidewalk, curb ramps, and crosswalks) and to establish the respective rights and obligations of the Parties in connection with this AGREEMENT.

Use and Control of PROJECT Property:

- A. In General - Due to the FTA funds used on the PROJECT, OMNITRANS shall maintain satisfactory continuing control over the PROJECT Property for its useful life to carry out the authorized purpose of the PROJECT for which federal funds were used in accordance with FTA requirements and grant conditions.
- B. Period of Continuing Control – OMNITRANS' right to exercise continuing control over the PROJECT Property shall continue for its useful life and as long as the PROJECT Property is needed in the judgment of OMNITRANS for the PROJECT purposes for which the FTA funds were expended and shall include any time period necessary to dispose of the PROJECT Property under FTA requirements and procedures. (This time period is expected to be five years based on Omnitrans' asset management plan).
- C. Use - CITY agrees to use the PROJECT Property for appropriate PROJECT purposes to support public transportation activities. City agrees to notify OMNITRANS prior to withdrawal of any PROJECT Property from PROJECT use or when any PROJECT Property is used in a manner substantially different from the representation CITY has identified and agreed to in AGREEMENT.

- D. Maintenance - CITY agrees to maintain PROJECT Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.
- E. Records - CITY agrees to keep satisfactory records pertaining to the use of the PROJECT Property and submit to OMNITRANS upon request such information as may be required by the FTA to ensure continuing control and assure compliance with FTA's Master AGREEMENT.
- F. Incidental Use - Any incidental use of PROJECT Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use for non-transit purposes must be compatible with the PROJECT and be approved by FTA in coordination with OMNITRANS.
- G. Transfer or Lease of Property - City shall not transfer any obligation pertaining to the PROJECT Property that would affect OMNITRANS', on behalf of the FTA, continuing interest in the PROJECT Property. Any transfer or lease must be approved by OMNITRANS.
- H. Title to PROJECT Property - CITY shall retain title to PROJECT Property.

VI. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment A.
- B. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by OMNITRANS under or in connection with any work, authority or jurisdiction delegated to OMNITRANS under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, OMNITRANS shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by OMNITRANS under or in connection with any work, authority or jurisdiction delegated to OMNITRANS under this AGREEMENT.
- C. Neither OMNITRANS nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless OMNITRANS its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.

- D. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- E. OMNITRANS is a public entity with insurance coverage for General Liability in the amount of \$25,000,000 and Physical Damage in the amount of \$30,000,000, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- F. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. Each PARTY agrees to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- G. The Parties agree that each Party and any authorized representative, designated in writing by a Party, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this AGREEMENT. The Parties agree to retain their books and records for a period of five (5) years from the later of; (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.
- H. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- I. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both Parties.
- J. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
- K. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- L. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.

VII. Dispute Resolution

- A. In the event of a dispute, claim, or controversy arising from or in relation to this AGREEMENT, the Parties agree to undertake good faith attempts to resolve said dispute, claim, or controversy within seven (7) calendar days after the receipt of the written notice from the Party alleging that a minor dispute, claim, or controversy exists.

- B. If any Party, in accordance with this AGREEMENT, requests that an unresolved dispute, claim, or controversy be submitted to mediation, the Parties agree first to undertake good faith efforts to settle the dispute through mediation administered by Judicial Arbitration and Mediation Services, Inc. (JAMS) pursuant to its Comprehensive Mediation Rules and Procedures. If a Party rejects the resulting mediation determination, within a period of fifteen (15) calendar days after such decision is deemed received, then, upon written notice by any Party or Parties to the other Parties, all disputes, claims, questions, or differences shall be settled through non-binding arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures as provided in Section VII.C. below.
- C. In the event of a dispute, claim, or controversy arising from or in relation to this AGREEMENT that cannot be resolved pursuant to Section VII.B. above, or the breach, termination, enforcement, interpretation, or validity thereof (including the determination of the scope or applicability of this AGREEMENT (collectively referred to as the “Controversy”), the Parties agree to submit the Controversy to non-binding arbitration conducted by one (1) arbitrator selected in the manner as provided herein. Such arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator must be mutually acceptable to the Parties and shall be approved as such in writing prior to commencement of any arbitration proceeding. Any award granted pursuant to this section shall be non-binding, advisory, and shall not be entered as a judgment in any court (except on mutual consent of the Parties). The award shall not be cited as evidence or precedent, with any preclusive effect, in any court, arbitration, or other proceeding. The Parties shall not refer to any arbitration proceeding entered into pursuant to this section or any award, pleadings, briefs, testimony, or process relating to the same in any subsequent proceeding.
- D. Compliance with the provisions of this AGREEMENT shall be a condition precedent to any legal action, provided that nothing herein shall limit the Parties’ right to terminate this AGREEMENT for failure to comply with the insurance provisions herein, default, a lack of PROJECT funding, or an unreasonable and prolonged disruption in service or construction delay caused by a Party or Parties.
- E. The Parties agree to share equally the fees of the mediator, arbitrator, and all costs associated with meditation and arbitration; provided that each Party shall be responsible for its own legal costs, including attorney’ fees and the costs associated with experts.

VIII. Default

- A. Failure or delay by a Party to perform any material term or provision of this AGREEMENT shall constitute a default under this AGREEMENT, provided that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within thirty (30) calendar days after receipt of written notice specifying such default and thereafter diligently undertakes efforts to complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder. The Party claiming that a default has occurred shall give written notice of default to the defaulting Party, specifying the deficiencies causing the alleged

default. Delay in giving such written notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the non-defaulting Party shall have no right to exercise any remedy for a default hereunder without first delivering the written default notice as specified herein.

- B. In the event that the defaulting Party fails to commence to cure, correct, or remedy a default within thirty (30) calendar days following receipt of written notice, or thereafter fails to diligently complete such cure, correction, or remedy, a breach of this AGREEMENT shall be deemed to have occurred. In the event of a breach the non-defaulting Party may terminate this AGREEMENT through written notice of termination. Disputes regarding the facts that may have given rise to termination under this section shall be subject to the dispute resolution provisions provided above, but the right to terminate for such reasons shall not be subject to review.
- C. Both OMNITRANS and CITY shall retain their rights to terminate this AGREEMENT and the PROJECT, without liability, at any time due to the lack of adequate funding or the lack of or denial of any required approval from any local, state, or federal agency. Disputes regarding the facts that may have given rise to termination under this section or the right of OMNITRANS to terminate pursuant to this section shall not be subject to the dispute resolution provisions as provided in this AGREEMENT. In the event that work has commenced on the PROJECT which results in any portion of a right-of-way upon which construction activities have commenced and have not been completed as of the date of determination that funding is insufficient or has otherwise been denied for the PROJECT, OMNITRANS shall use other available sources of funds to repair such rights-of-way to a condition reasonably satisfactory to the CITY that allows for vehicular and pedestrian use of any such rights-of-way without any costs to CITY. This provision for the completion or restoration of work on rights-of-way shall survive any termination of this AGREEMENT by either OMNITRANS or CITY.
- D. In the event that any Party to this AGREEMENT, despite its best efforts, cannot for reasons beyond the control of the Party timely satisfy a contingency or condition required by this AGREEMENT, that Party shall provide immediate written notification to the other Party within seven (7) calendar days after the occurrence of the event specifying the reasons for which the requirements cannot be met. As soon as practically possible thereafter, the Parties shall meet and confer in good faith to consider the changed conditions and the potentially adverse impacts upon this AGREEMENT. The Parties shall work in good faith to resolve the problem and if this meet-and-confer process results in a recommended restructured form of this AGREEMENT, representative of the Parties will recommend such changes as necessary to the individual, Party, or governing body authorized to amend this AGREEMENT. Any approval of such restructured AGREEMENT shall be subject to the amendment provisions provided below.
- E. In addition to specific provisions of this AGREEMENT, performance by either Party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, terrorist, or related terrorist acts, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or

lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractors, subcontractor, or supplier, which are not attributable to the fault of the Party claiming an extension of time to prepare or acts of failure to act of any public or governmental agency or entity, other than the Parties. Delays encountered by either Party in obtaining necessary funding for the PROJECT, governmental actions, reviews, approvals, and permits shall not be deemed to be an enforced delay or a force majeure event pursuant to this section. An extension of time for any such force majeure event shall be for the period of the enforced delay and shall commence to run from the date occurrence of the delay; provided, however, that the Party that claims the existence of the delay has first provided the other Party with written notice of the occurrence of the delay within seven (7) calendar days after the commencement of such occurrence or delay. A Party's failure to timely submit such notice of the occurrence of the delay pursuant to this section shall be precluded from asserting the occurrence of an enforced delay or force majeure event.

- F. Except as otherwise expressly provided herein, each Party who files any action or brings any action or proceeding against the other arising from this AGREEMENT, seeks resolution of disputes pursuant to this AGREEMENT or is made a party to any action or proceeding brought by any other person or governmental entity, shall bear its own costs and fees.
- G. Each Party shall keep fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this AGREEMENT or any work related to the PROJECT, including all Cal/OSHA requirements, and shall give all notices required by law. Each Party shall be liable for its violations of such laws and regulations in connection with this AGREEMENT or any work related to the PROJECT. If either Party performs any of its obligations hereunder knowing that its actions are contrary to such law, rules, and regulations and without giving written notice to the other, the violating Party shall be solely responsible for all costs arising therefrom. The violating Party shall defend, indemnify, and hold the other, its officials, directors, officers, employees, volunteers, and agents free and harmless pursuant to the indemnification provisions of this AGREEMENT, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.
- H. Approvals required of OMNITRANS or CITY or any officers, agents, employees, or volunteers of any Party shall not be unreasonably withheld or approval or disapproval shall be given within a reasonable time.

IX. Miscellaneous Terms

- A. Formal notices, demands, and communications between OMNITRANS and CITY shall be deemed sufficiently given if: (i) dispatched by registered or certified mail via the United States Postal Service, postage prepaid, return receipt requested, as designated in this section; (ii) by messenger service for immediate personal delivery; or (iii) by electronic transmittal, including fax transmission with telephonic verification receipt. Such written notices, demands, and communications may be sent in the same manner to

such other addresses as the Parties may from time to time designate by written notice to the other Parties.

- B. All notices, demands, and communication shall be sent to:

P. Scott Graham	{NAME}
CEO/General Manager	{TITLE}
Omnitrans	{CITY NAME}
1700 W. 5th Street	{STREET ADDRESS}
San Bernardino, CA 92411	{CITY, CA ZIP}

- C. Notices that are dispatched by registered or certified mail through the United States Postal Service shall be deemed to be received, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, five (5) calendar days after deposit with delivery services. Notices dispatched by express delivery services shall be deemed received upon execution of the delivery receipt by the Party receiving such notices. Notices dispatched through electronic transmittals shall be deemed received upon telephonic verification of such receipt.
- D. This AGREEMENT may be amended at any time by mutual consent of the Parties by an instrument in writing executed and signed by both Parties.
- E. Each of the Parties shall cooperate with and provided reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this AGREEMENT and the satisfaction of the conditions of this AGREEMENT.
- F. This AGREEMENT may be signed in counterparts each of which shall constitute an original.
- G. This AGREEMENT and the performance of the Parties' obligations hereunder are for the sole and exclusive benefit of the Parties. No person or entity who or which is not a signatory to this AGREEMENT shall be deemed to be benefited or intended to be benefited by any provision hereof and no such person or entity shall acquire any rights or causes of action against the Parties hereunder as a result of any Party's performance or non-performance of their respective obligations under this AGREEMENT.
- H. The person or persons executing this AGREEMENT on behalf of OMNITRANS and CITY warrant and represent that he/she has the authority to execute this AGREEMENT on behalf of the Party and that they have the authority to bind the Party to the performance of its obligations hereunder.
- I. This AGREEMENT constitutes the entire and integrated AGREEMENT of OMNITRANS and CITY with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral or written negotiations, representations, or agreements.

SIGNATURES ON THE FOLLOWING PAGE:

SIGNATURE PAGE TO COOPERATIVE AGREEMENT

BETWEEN
OMNITRANS
AND
{CITY NAME}

OMNITRANS

{CITY NAME}

By: _____

By:_____

P. Scott Graham

{NAME}

CEO/General Manager

{TITLE}

Date:_____

Date:_____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By:_____

By:_____

{NAME}

Omnitrans Legal Counsel

City Attorney

ATTEST

{NAME}

City Clerk

ATTACHMENT A – PROJECT PLANS

USER=> P009957A
TIME=> 4:40:00 PM
DATE=>3/30/2017
PLOT DRIVER=> Omnitrans_WVC-PDF-BW.plt
PEN TABLE=> Omnitrans_WVC-Pen-Table.tbl



Know what's below.
Call before you dig.

REV	DATE	BY	DESCRIPTION

DESIGNED BY LT/JT/JS
DRAWN BY LS
CHECKED BY MR/LT
IN CHARGE G. LUMABAS
DATE 11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUASTI ROAD, SUITE 200 ONTARIO, CA 91761 PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR SAFE ROUTES TO TRANSIT PROJECT TITLE SHEET

CONTRACT NO. MKP15-37
SCALE
APPLICABLE FOR FULL SIZE ONLY
DRAWING NO. T-001
REV
SHEET NO. 1 OF 22

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601.ab001.dgn

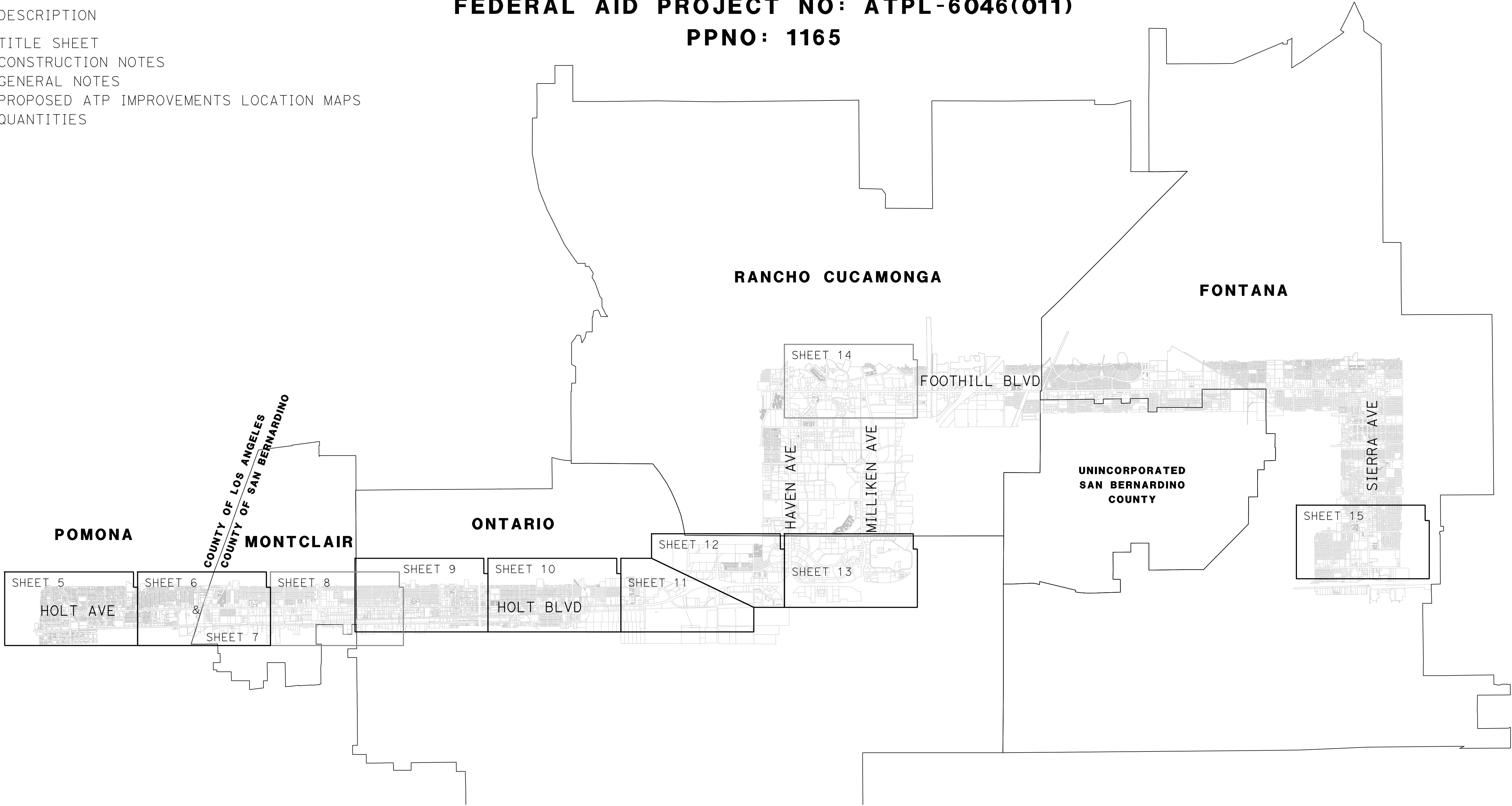


OMNITRANS
BUS RAPID TRANSIT

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
FEDERAL AID PROJECT NO: ATPL-6046(011)
PPNO: 1165

INDEX OF PLANS

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100% SUBMITTAL ONLY - NOT FOR CONSTRUCTION

ROADWAY CONSTRUCTION NOTES (POMONA):

- ① — CONSTRUCT CURB RAMP PER C.P. STANDARD NO. A-28-10
- ② — INSTALL CURB RAMP TRUNCATED DOME PER C.P. STANDARD NO. A-28-10
- ③ — CONSTRUCT CROSSWALK PER CALTRANS STANDARD NO. A24F
- ④ — CONSTRUCT 6' SIDEWALK PER C.P. STANDARD NO. A-7-02
- ⑤ — CONSTRUCT DRIVEWAY PER C.P. STANDARD NO. APWA 110-1
- ⑥ — INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4
- ⑦ — NOT USED
- ⑧ — NOT USED
- ⑨ — NOT USED
- ⑩ — NOT USED

ROADWAY CONSTRUCTION NOTES (MONTCLAIR):

- (11) —CONSTRUCT CURB RAMP PER C.M. STANDARD NO. 123 AND 123-A
- (12) —INSTALL CURB RAMP TRUNCATED DOME PER SPPWC STANDARD NO. 111-5
- (13) —CONSTRUCT CROSSWALK PER CALTRANS STANDARD NO. A24F
- (14) —CONSTRUCT 6' SIDEWALK PER C.M. STANDARD NO. 108
- (15) —CONSTRUCT DRIVEWAY PER C.M. STANDARD NO. 103
- (16) —INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4
- (17) —NOT USED
- (18) —NOT USED
- (19) —NOT USED
- (20) —NOT USED

ROADWAY CONSTRUCTION NOTES (ONTARIO):

- (21) — CONSTRUCT CURB RAMP PER C.O. STANDARD NO. 1213
- (22) — INSTALL DETECTABLE WARNING SURFACE PER C.O. STANDARD NO. 1213
- (23) — CONSTRUCT CROSSWALK PER C.O. STANDARD NO. 1307
- (24) — CONSTRUCT 6' SIDEWALK PER C.O. STANDARD NO. 1209
- (25) — CONSTRUCT DRIVEWAY PER C.O. STANDARD NO. 1203 & 1204
- (26) — INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4
- (27) — NOT USED
- (28) — NOT USED
- (29) — NOT USED
- (30) — NOT USED

ROADWAY CONSTRUCTION NOTES (RANCHO CUCAMONGA):

- 31) —CONSTRUCT 6' SIDEWALK PER C.R. STANDARD NO. 104
- 32) —INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4
- 33) —NOT USED
- 34) —NOT USED
- 35) —NOT USED
- 36) —NOT USED
- 37) —NOT USED
- 38) —NOT USED
- 39) —NOT USED
- 40) —NOT USED

ROADWAY CONSTRUCTION NOTES (FONTANA):

- (41) —NOT USED
- (42) —NOT USED
- (43) —NOT USED
- (44) —CONSTRUCT 6' SIDEWALK PER C.F. STANDARD NO. 1002
- (45) —CONSTRUCT DRIVEWAY PER C.F. STANDARD NO. 1001
- (46) —INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4
- (47) —NOT USED
- (48) —NOT USED
- (49) —NOT USED
- (50) —NOT USED

SPECIAL NOTE TO CONTRACTOR

1. FOR ANY CURB RAMP CASE, TYPE, OR DETAIL NOT COVERED WITHIN THE SPECIFIED LOCAL CITY STANDARD PLANS, CONTRACTOR SHALL REFER TO CALTRANS STANDARD PLAN NO. A88A.
2. IN-LINE RAMPS INDICATE UNI-DIRECTIONAL ACCESS FOR STREET CROSSING

ABBREVIATIONS:

C.P.	CITY OF POMONA
C.M.	CITY OF MONTCLAIR
C.O.	CITY OF ONTARIO
C.R.	CITY OF RANCHO CUCAMONGA
C.F.	CITY OF FONTANA
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION




Know what's **below**.
Call before you dig.

[illegible]

DESIGNED BY	LT/JT/JS
DRAWN BY	LS
CHECKED BY	MR/LT
IN CHARGE	G. LUMABAS
DATE	11/28/2016



PLANS PREPARED BY:


 **PARSONS**

3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761

PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE	RCE NO.	DATE
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PREPARED FOR:



OmniTrans
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR SAFE ROUTES TO TRANSIT PROJECT

CONSTRUCTION NOTES

CONTRACT NO. MKP15-37	
SCALE NO SCALE APPLICABLE FOR FULL SIZE ONLY	
DRAWING NO. X-001	REV
SHEET NO. 2 OF 22	

CITY OF POMONA GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK), STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (A.P.W.A. STANDARDS), AND STANDARDS OF THE CITY OF POMONA PUBLIC WORKS DEPARTMENT.
2. APPLICATION FOR EXCAVATION AND INSPECTION IN CONNECTION WITH WORK SHOWN ON THIS PLAN MUST BE MADE BY THE CONTRACTOR AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY WORK.
3. WORK IN PUBLIC STREETS ONCE BEGUN SHALL BE PROSECUTED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC.
4. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH THE CALIFORNIA MUTCD.
5. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT ALL TIMES.
6. CONTRACTOR SHALL PROTECT EXISTING IRRIGATION LINES AND SPRINKLER HEADS BEHIND EXISTING CURB. THE CONTRACTOR SHALL REPLACE ANY DAMAGED LINES AND SPRINKLER HEADS AT HIS OWN EXPENSE.
7. CONTRACTOR SHALL REPLACE TRAFFIC STRIPES, LEGENDS AND MARKINGS DAMAGED DURING THE CONSTRUCTION OF THIS PROJECTS. TRAFFIC STRIPES, PAVEMENT LEGENDS, RAISED PAVEMENT MARKERS AND LOOP DETECTORS SHALL BE PER THE 2014 CALIFORNIA MUTCD, CALTRANS STANDARD PLANS AND CALTRANS STANDARD SPECIFICATIONS 84, 85, AND 86, LATEST EDITIONS.
8. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND SHALL MATCH CITY STENCILS, OR CALTRANS STANDARDS.
9. TRAFFIC STRIPES AND MARKINGS SHALL BE THERMOPLASTIC.
10. STRIPING SHALL BE CAT-TRACKED AND APPROVED BY THE CITY TRAFFIC ENGINEER PRIOR TO FINAL INSTALLATION.
11. CONTRACTOR SHALL RE-STRIPE EXISTING STRIPING AND MARKING ALL INTERSECTING AND JOINING STREETS WITHIN 100' OF THE LIMITS OF PROJECT.
12. TYPE DB 2-WAY BLUE REFLECTIVE MARKERS SHALL BE INSTALLED ADJACENT TO EXISTING FIRE HYDRANTS WITHIN THE LIMITS OF CONSTRUCTION PER STATE AND CITY STANDARDS
13. AS BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY ENGINEER.
14. CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENCES AND BUSINESSES IN WRITING AT LEAST TWO (2) FULL WORKING DAYS BEFORE ANY START OF CONSTRUCTION AS SPECIFIED.
15. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (DIG ALERT) AT 811, 2 FULL WORKING DAYS PRIOR TO START OF WORK. THE CONTRACTOR MUST OBTAIN AND MAINTAIN VALID DIG ALERT REFERENCE NUMBER THROUGH THE LIFE OF THE PROJECT AS NECESSARY FOR CONSTRUCTION.
16. CONTRACTOR SHALL PROTECT ALL CENTERLINE SURVEY MONUMENT AND CENTERLINE TIES AS SPECIFIED.
17. EXISTING STRIPES AND MARKINGS TO BE REMOVED SHALL BE DONE BY WET SANDBLASTING.
18. THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
19. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES (BMP'S) TO CONTROL EROSION AND SEDIMENT AND PRESERVE WATER QUALITY TO THE MAXIMUM EXTENT POSSIBLE.

CITY OF MONTCLAIR GENERAL STREET NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OR DESIGNATED REPRESENTATIVE.
2. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)," 2015 EDITION (INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO), THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION," 2015 EDITION (INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO), AND ANY CITY OF MONTCLAIR STANDARD PLANS AND SPECIFICATIONS AS MAY EXIST AND/OR AS SPECIFIED BY THE PUBLIC WORKS DIRECTOR/CITY ENGINEER.
3. WORK SHALL NOT COMMENCE PRIOR TO 7:00 A.M. NOR EXTEND PAST 6:00 P.M., MONDAY THROUGH FRIDAY, UNLESS OTHER HOURS ARE AUTHORIZED BY THE PUBLIC WORKS DIRECTOR/CITYENGINEER
4. AT LEAST 48 HOURS PRIOR TO START OF GRADING, CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 AND OBTAIN A USA TICKET NUMBER TO PROVIDE TO BUILDING INSPECTOR.
5. ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A QUALIFIED CIVIL ENGINEER OR LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
6. STRICT ADHERENCE TO DUST CONTROL REQUIREMENTS SHALL BE ENFORCED AND ADJACENT STREETS ARE TO BE CLEANED DAILY OF ALL DIRT AND DEBRIS THAT IS THE RESULT OF THIS OPERATION.
7. CONTRACTOR SHALL COMPLY WITH AND BE SOLELY LIABLE FOR ALL APPLICABLE NPDES REQUIREMENTS..
8. PRIOR TO TAKING WATER FROM ANY FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE MONTE VISTA WATER DISTRICT TO OBTAIN A FIRE HYDRANT WATER METER. METER LOCATION MAY NOT BE ALTERED WITHOUT DISTRICT'S APPROVAL.
9. PRIOR TO COMMENCING THE EXCAVATION OF A TRENCH FIVE FEET IN DEPTH OR GREATER INTO WHICH A PERSON WILL BE REQUIRED TO DESCEND, THE CONTRACTOR SHALL FIRST OBTAIN A PERMIT TO DO SO FROM THE DIVISION OF INDUSTRIAL SAFETY PURSUANT TO SUBSECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2015 EDITION PLUS SUPPLEMENTS. A COPY OF THE PERMIT SHALL BE FILED WITH THE CITY ENGINEER OR DESIGNATED REPRESENTATIVE.
10. CURB INSTALLATIONS AT LESS THAN 0.50 PERCENT GRADE SHALL HAVE CONSTRUCTION STAKES SET AT 12½ FT. MAXIMUM INTERVALS AND ALL CURB FORMS SHALL BE CHECKED FOR GRADE COMPLIANCE PRIOR TO CONCRETE POUR. MAXIMUM DEVIATION FROM DESIGN PROFILE GRADE AT ANY LOCATION SHALL NOT EXCEED 0.01 FT.
11. ADDITIONAL PAVEMENT GRINDING AND OVERLAY, PAVEMENT REMOVAL AND REPLACEMENT, AND/OR SLURRY SEAL OR SEAL COAT MAY BE REQUIRED AT THE OPTION OF THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OR DESIGNATED REPRESENTATIVE TO ADDRESS PAVEMENT DAMAGE OR PAVEMENT SCARRING RELATED TO CONSTRUCTION ACTIVITIES, INCLUDING WORK DONE BY UTILITY COMPANIES OR THEIR CONTRACTORS.
12. EXISTING STRIPING AND PAVEMENT MARKINGS, INCLUDING RAISED PAVEMENT MARKERS, SHALL BE REMOVED, REPLACED, AND/OR RESTORED AS NECESSARY. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRIPING PLAN APPROVED BY THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OR APPOINTED REPRESENTATIVE.
13. THE FINAL PAVEMENT OR SURFACE LAYER OF ASPHALTIC CONCRETE ROADWAY PAVEMENT SHALL NOT BE PLACED UNTIL ALL UTILITIES AND UTILITY LATERALS WITHIN THE ROADWAY HAVE BEEN INSTALLED, COMPACTED, TESTED, AND ACCEPTED BY THE CITY; ALL ON-SITE IMPROVEMENTS INCLUDING ALL GRADING, LANDSCAPING, AND IRRIGATION HAVE BEEN COMPLETED; AND ALL ROADWAY IMPROVEMENTS ARE REMOVED AND REPLACED TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR/CITY ENGINEER.

CITY OF ONTARIO GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN STRICT CONFORMANCE WITH THE CURRENT CITY OF ONTARIO STANDARD SPECIFICATIONS AND STANDARD DRAWINGS AND CURRENT APWA STANDARD SPECIFICATIONS AND STANDARD DRAWINGS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT THE FACILITY IS SHOWN ON THESE PLANS.
3. ALL OBSTRUCTIONS WITHIN THE AREA TO BE IMPROVED SHALL BE REMOVED AND/OR RELOCATED AT THE DIRECTION OF THE CITY ENGINEER. UTILITIES ARE TO BE RELOCATED BY THEIR RESPECTIVE OWNERS UNLESS NOTED OTHERWISE. THE CONTRACTOR IS REFERRED TO SECTION 5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. UTILITY LINE LOCATIONS WERE TAKEN FROM AVAILABLE RECORD DATA AND WERE NOT LOCATED IN THE FIELD, UNLESS OTHERWISE NOTED ON THE PLAN. THE CONTRACTOR IS REFERRED TO SECTION 5 OF THE STANDARD SPECIFICATIONS.
5. IN CASE OF ANY ACCIDENTS INVOLVING SAFETY MATTERS COVERED BY SECTION 6409(B) OF THE CALIFORNIA LABOR CODE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE STATE DIVISION OF INDUSTRIAL SAFETY.
6. STATE LAW (SB 3019) REQUIRES THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT AND OBTAIN AN IDENTIFICATION NUMBER PRIOR TO THE ISSUANCE OF CITY'S ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-227-2600 A MINIMUM OF 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES.
7. PRIOR TO THE START OF ANY WORK THE CONTRACTOR SHALL OBTAIN A BUSINESS LICENSE FROM THE CITY OF ONTARIO. THE CONTRACTOR SHALL ALSO OBTAIN AN ENCROACHMENT PERMIT FROM THE ENGINEERING DEPARTMENT NO LESS THAN 48 HOURS PRIOR TO START OF ANY CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY.
8. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT 48 HOURS PRIOR TO TIME OF CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY. THE CONTRACTOR IS REFERRED TO SECTION 7-10.3 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
9. THE CONTRACTOR SHALL RENEW OR REPLACE ANY EXISTING TRAFFIC STRIPING AND/OR PAVEMENT MARKINGS, WHICH DURING HIS OPERATIONS HAVE BEEN EITHER REMOVED OR THE EFFECTIVENESS OF WHICH HAS BEEN REDUCED. RENEWAL OF TRAFFIC STRIPING AND MARKINGS SHALL BE DONE USING REFLECTIVE THERMO-PLASTIC MARKINGS IN CONFORMANCE WITH SECTION 84 & 85 OF THE CALTRANS STANDARD SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER. ALL REGULATORY, WARNING, AND GUIDE SIGNS SHALL HAVE 3M DIAMOND, VIP GRADE SHEETING WITH SERIES 1160 PROTECTIVE OVERLAY FILM.
10. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.5, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED.
11. THE DEVELOPER SHALL PROVIDE THE CITY WITH A COMPLETED SET OF "AS BUILT", MYLAR DRAWINGS PRIOR TO THE FINAL INSPECTION.
12. A CITY ACCEPTED/APPROVED SET OF PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.
13. A PRE-CONSTRUCTION MEETING SHALL OCCUR PRIOR TO CONSTRUCTION. ATTENDEES SHALL INCLUDE A CITY REPRESENTATIVE AND THE CONTRACTOR WHO WILL PERFORM THE WORK. "CUT-SHEETS" SHALL BE PROVIDED TO THE CITY AT THIS MEETING FOR ITS REVIEW.
14. CITY ACCEPTANCE OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM RESPONSIBILITY FOR THE CORRECTION OF ERROR AND OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST OF THE CITY INSPECTOR, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW.
15. ANY REQUIRED RIGHT-OF-WAY OR EASEMENT SHALL BE DEDICATED TO AND ACCEPTED BY THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE IMPROVEMENTS WITHIN THE REQUIRED RIGHT-OF-WAY OR EASEMENT.
16. PAVEMENT SHALL NOT BE CONSTRUCTED UNTIL ALL UNDERGROUND UTILITIES HAVE BEEN INSTALLED, TESTED, AND APPROVED BY THE CITY ENGINEER.
17. THE PAVING CONTRACTOR SHALL RAISE SEWER AND DRAINAGE MANHOLES, AND WATER VALVES TO GRADE.
18. PAVEMENT STRUCTURAL SECTION SHALL BE DETERMINED BY A SOILS TEST PRIOR TO CONSTRUCTION. THE MAXIMUM R VALUE ALLOWED IS 50. IF THE RECOMMENDED STRUCTURAL SECTION DIFFERS FROM THE CITY MINIMUM PER STANDARD DRAWING 1011, THE THICKER SECTION OF THE TWO SHALL BE CONSTRUCTED. TI VALUES ARE TO BE PROVIDED BY THE CITY OF ONTARIO TRAFFIC SECTION.
19. IT IS THE DEVELOPER'S RESPONSIBILITY TO INSURE ALL CURBS AND GUTTERS HAVE BEEN CONSTRUCTED TO PLAN GRADE IN AREAS BELOW 0.50%. FIELD VERIFICATION FOR THOSE AREAS IS REQUIRED. THE CITY OF ONTARIO WILL REQUIRE THE REMOVAL AND RECONSTRUCTION OF CURBS AND GUTTERS THAT ARE NOT SATISFACTORY.
20. ALL EXISTING PUBLIC IMPROVEMENTS SHALL BE PROTECTED DURING CONSTRUCTION. ANY EXISTING PUBLIC IMPROVEMENTS REMOVED OR DAMAGED AS A RESULT OF THE CONSTRUCTION SHALL BE REPLACED IN KIND PER CURRENT CITY OF ONTARIO STANDARDS.
1. ALL WORK AND MATERIALS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SECTIONS 56, 82, 84, AND 85 OF THE CALTRANS STANDARD SPECIFICATIONS, LATEST EDITION, AND CITY OF ONTARIO SPECIAL PROVISIONS FOR SIGNING AND STRIPING EXCEPT AS INDICATED HEREON.
2. THE CONTRACTOR SHALL RENEW OR REPLACE ANY EXISTING TRAFFIC STRIPING AND/OR PAVEMENT MARKINGS, WHICH DURING HIS OPERATIONS HAVE BEEN EITHER REMOVED OR THE EFFECTIVENESS OF WHICH HAS BEEN REDUCED.
3. ALL SIGNS NOT RELOCATED SHALL BE INSTALLED NEW AND SHALL BE 3M, DIAMOND VIP GRADE OR EQUIVALENT WITH SERIES 1160 PREMIUM PROTECTIVE OVERLAY FILM.
4. SIGNS NOT MOUNTED ON STREET LIGHTS SHALL BE MOUNTED USING TELES PAR 20F12-2, 12 GAUGE POST(S) WITH QUICK PUNCH HOLES, TELES PAR 25K-12-S-2.4 ANCHORS AND TELES PAR TL-220 DRIVE NUTS.
5. ALL SIGNS SHALL BE BLOCKED, OR BLOCKED AND BRACED IN ACCORDANCE WITH NOTE #2 ON CALTRANS STANDARD PLAN RS2. BLOCKS SHALL HAVE 3/8" HOLE IN THE CENTER SO THAT THEY ARE HELD IN PLACE BETWEEN THE SIGN AND THE POST BY THE CENTER MOUNTING BOLT.
6. IN CASE OF ACCIDENTS INVOLVING SAFETY MATTER COVERED BY SECTION 6409.1B OF THE CALIFORNIA LABOR CODE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE STATE DIVISION OF INDUSTRIAL SAFETY.

ADDITIONAL NOTES FOR SIGNING AND STRIPING IMPROVEMENT PLANS:



REV	DATE	BY	DESCRIPTION

DESIGNED BY LT/JT/JS
DRAWN BY LS
CHECKED BY MR/LT
IN CHARGE G. LUMABAS
DATE 11/28/2016



PLANS PREPARED BY:

PARSONS

3200 EAST GUAISTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:

Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT

GENERAL NOTES

CONTRACT NO. MKP15-37	
SCALE	
APPLICABLE FOR FULL SIZE ONLY	
DRAWING NO. G-001	REV
SHEET NO. 3	OF 22

USER=> P009957A
TIME=> 4:40:28 PM
DATE=>3/30/2017
PLOT DRIVER=> Omnitrans_WVC-PDF-BW.plt
PEN TABLE=> Omnitrans_WVC-Pen-Table.tbl

CITY OF RANCHO CUCAMONGA GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE CITY OF RANCHO CUCAMONGA STANDARD DRAWINGS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, (GREEN BOOK), 2014 EDITION.
2. PUBLIC AND PRIVATE UTILITIES AND SUBSTRUCTURES SHOWN HEREON ARE FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SUBSTRUCTURES AS SHOWN WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT AND SHALL BE RESPONSIBLE FOR ANY DAMAGE AS A RESULT OF THE CONSTRUCTION OPERATIONS.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT 1-800-422-4133 AND THE FOLLOWING UTILITIES TWO WORKING DAYS PRIOR TO CONSTRUCTION OR REGARDING ANY PROBLEMS.

SOUTHERN CALIFORNIA EDISON CO.

(909) 357-6581

SOUTHERN CALIFORNIA GAS CO.

(909) 335-7755

FRONTIER COMMUNICATION

(877) 908-1288

CUCAMONGA VALLEY WATER DISTRICT

(909) 483-7313

CHARTER COMMUNICATION

(909) 392-5137

METROPOLITAN WATER DISTRICT

(213) 217-7807
4. THE CONTRACTOR SHALL NOTIFY THE CITY OF RANCHO CUCAMONGA POLICE DEPARTMENT, THE CITY OF RANCHO CUCAMONGA FIRE DEPARTMENT AND ANY AFFECTED SCHOOL DISTRICT, 72 HOURS PRIOR TO CONSTRUCTION INDICATING ANY DETOUR AND/OR ROAD CLOSURES.
5. FOR INSPECTION OF THIS PROJECT, THE CONTRACTOR SHALL CONTACT THE PUBLIC WORKS SECTION AT (909) 477-2740, MONDAY THURSDAY, AND AT LEAST TWO WORKING DAYS PRIOR TO THE CONSTRUCTION START DATE.
6. A PERMIT SHALL BE OBTAINED FROM THE CITY OF RANCHO CUCAMONGA PRIOR TO ANY CONSTRUCTION OR ENCROACHMENT WITHIN ANY CITY OF RANCHO CUCAMONGA EASEMENT OR RIGHTS-OF-WAY.
7. DURING THE CONSTRUCTION OPERATIONS AT LEAST ONE 12' LANE IN EACH DIRECTION SHALL BE PROVIDED FOR EACH DIRECTION OF TRAVEL ON ALL STREETS AT ALL TIMES. THE TRAFFIC LANES SHALL BE MAINTAINED ON PAVEMENT AND SHALL REMAIN UNOBSTRUCTED.
8. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES, AND SHALL TAKE SOLE RESPONSIBILITY FOR THE REPAIR/REPLACEMENT, AT NO COST TO THE CITY, FOR ANY DAMAGE TO SAID UNDERGROUND UTILITIES, PIPES AND STRUCTURES.
9. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF ANY WORK. ALL DISCREPANCIES SHALL BE REPORTED FOR DIRECTION IMMEDIATELY TO THE CITY.
10. ON THE DATE AND AT THE TIME OF THE SUBMITTAL OF THE BIDDER'S PROPOSAL THE PRIME CONTRACTOR SHALL POSSESS ANY AND ALL CONTRACTOR LICENSES, IN FORM AND CLASS AS REQUIRED BY ANY AND ALL APPLICABLE LAWS WITH RESPECT TO ANY AND ALL OF THE WORK TO BE PERFORMED UNDER THIS CONTRACT; INCLUDING BUT NOT LIMITED TO A CLASS "A" LICENSE (GENERAL ENGINEERING CONTRACTOR) OR A SPECIALTY CLASS "C-12" LICENSE (EARTHWORK AND PAVING CONTRACTOR) SUFFICIENT TO COVER ALL THE WORK TO BE PERFORMED BY THE PRIME CONTRACTOR IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACTOR'S LICENSE LAW (CALIFORNIA BUSINESS AND PROFESSIONS CODE, SECTION 7000 ET. SEQ.) AND RULES AND REGULATIONS ADOPTED PURSUANT THERETO.
11. EXISTING SURVEY MONUMENTATION:

ALL EXISTING SURVEY MONUMENTS THAT WILL BE DISTURBED BY THIS PROJECT SHALL BE REFERENCED AND RESET BY THE CITY CONSTRUCTION SURVEYOR IN ACCORDANCE WITH SECTION 8771 OF THE CALIFORNIA SURVEYORS ACT. FOUND MONUMENTS ARE SHOWN ON THE PLANS AND DESCRIBED AS FOLLOWS:

CITY OF FONTANA GENERAL NOTES:

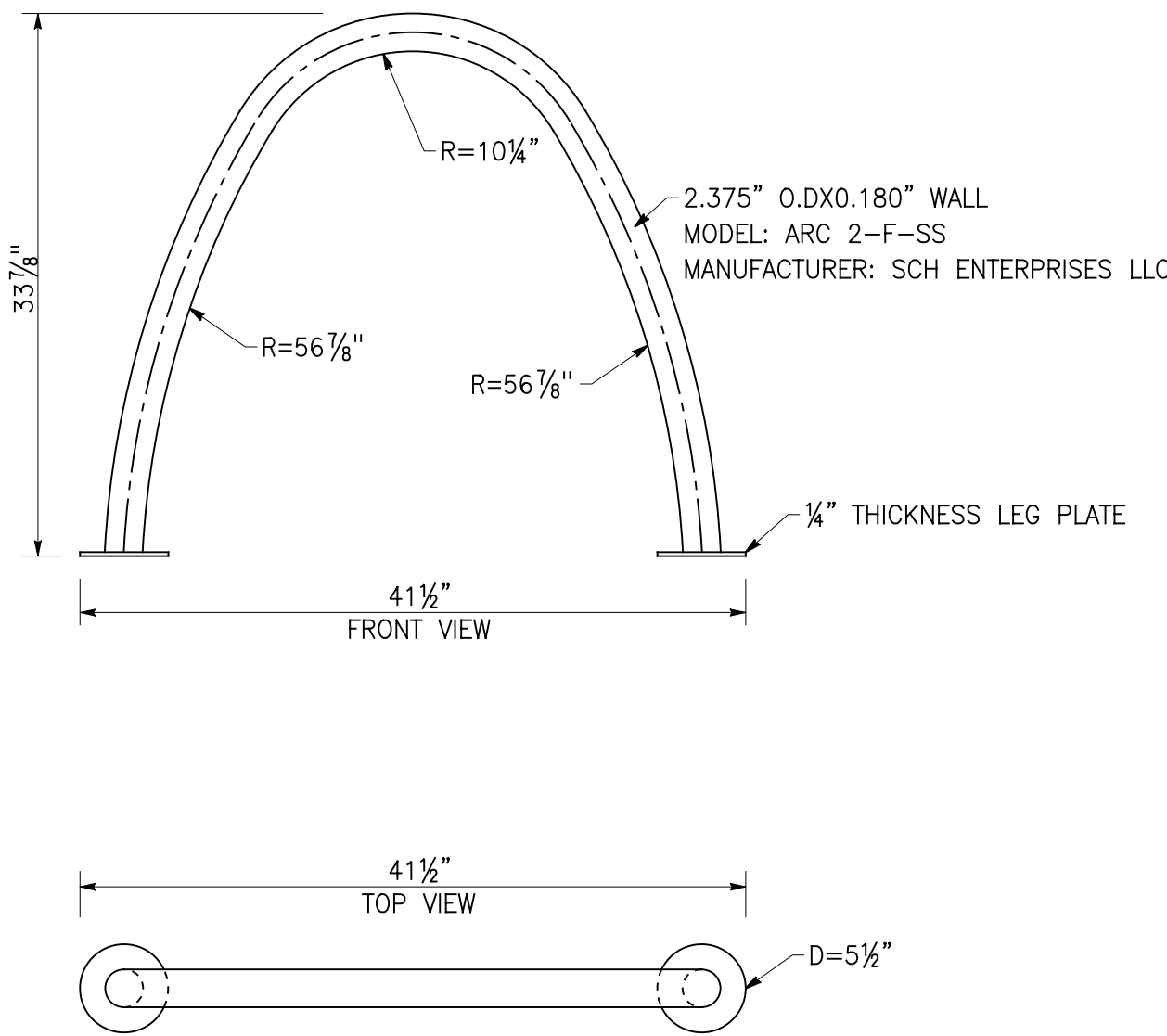
1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF FONTANA STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK", THE CONTRACTOR SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF FONTANA COMMUNITY DEVELOPMENT DEPARTMENT, ENGINEERING DIVISION PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (909) 350-7610.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY TRAFFIC ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-227-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE WATER COMPANY FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. NOT USED
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.

23. NOT APPLICABLE
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF FONTANA STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE SEWER CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. APPROVED SOIL STERILANT IS REQUIRED UNDER ALL NEW ASPHALT PAVEMENT PRIOR TO PLACEMENT.
31. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING.
32. NOT USED
33. ALL MANHOLES, CLEANOUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING.
34. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
35. CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
36. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.

NOTICE TO CONTRACTOR

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.



BIKE RACK DETAIL
N. T. S.

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601.dgn

100% SUBMITTAL ONLY - NOT FOR CONSTRUCTION

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Know what's below.
Call before you dig.

REV	DATE	BY	DESCRIPTION

CITY OF POMONA


ACCEPTED BY: _____
CITY ENGINEER

DATE
11/28/2016

DESIGNED BY LT/JT/JS
DRAWN BY LS
CHECKED BY MR/LT
IN CHARGE G. LUMABAS
DATE 11/28/2016



PLANS PREPARED BY:



3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:



Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT

PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO. MKP15-37
SCALE 1" = 300'
APPLICABLE FOR FULL SITE ONLY
DRAWING NO. L-001
REV
SHEET NO. 5 OF 22

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601ATP01.dgn

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
001	NOT USED											
002	COMMERCIAL ST @ REBECCA ST		(2)									
003	COMMERCIAL ST @ PARCEL ST	(1)	(1)								(4) (5)	DRIVEWAY TIE-IN
004	COMMERCIAL ST @ GORDON ST	(2)	(2)									
005	COMMERCIAL ST @ MAIN ST	(2)	(2)	(2)	(2) (2)							
006	150' SOUTH OF COMMERCIAL ST @ MAIN ST		(2)		(2)							
007	PASADENA ST @ GAREY AVE		(2)		(2)							
008	PASADENA ST @ GIBBS ST	(2)	(2)	(2)	(2)		(3)	(3)				
009	PASADENA ST @ PALOMARES ST	(2)	(2)	(2)	(2)							
010	HOLT AVE @ GAREY AVE		(2)	(2)						(6) SEE MAP		
011	HOLT AVE @ GIBBS ST	(2)	(2)	(2)	(2)		(3)		(3)			
012	HOLT AVE @ ELEANOR ST			(1)	(1)				(3)			
013	CENTER ST @ GAREY AVE	(2)	(2)	(2)	(2)		(3)	(3)				
014	CENTER ST @ PALOMARES ST	(2)	(1)	(1)	(1)							
015	CENTER ST @ ELEANOR ST	(1)	(1)	(1)	(1)			(3)	(3)			
016	MONTEREY AVE @ GAREY AVE					(3)	(3)	(3)	(3)			
017	ALLEY NORTH OF KINGSLEY AVE @ TOWNE AVE		(2)		(2)							
018	SAN FRANCISCO AVE @ TOWNE AVE	(2)	(2)	(2)	(2)		(3)	(3)				
019	ALLEY NORTH OF PASADENA ST @ TOWNE AVE		(1)		(1)							
020	PASADENA ST @ TOWNE AVE	(2)	(2)	(2)	(2)		(3)	(3)				
021	PASADENA ST @ CASWELL AVE	(1)	(1)	(1)	(1)			(3)	(3)			
022	PASADENA ST @ MOUNTAIN VIEW AVE		(2)									
023	HOLT AVE @ TOWNE AVE	(1)	(1)	(1)	(1)	(3)	(3)	(3)	(3)	(6) SEE MAP		
024	HOLT AVE @ PALM PL			(2)	(2)				(3)			
025	HOLT AVE @ PALOMAR DR			(2)	(2)				(3)			
026	HOLT AVE @ CASWELL AVE	(1)				(3)						
027	HOLT AVE @ SAN ANTONIO AVE	(2)	(2)	(2)	(2)							
028	HOLT AVE @ CLAREMONT PL	(2)	(2)			(3)						
029	HOLT AVE @ MOUNTAIN VIEW AVE			(2)	(2)			(3)				
030	HOLT AVE @ MOUNTAIN VIEW AVE	(2)	(2)			(3)						
031	CENTER ST @ TOWNE AVE	(2)		(2)			(3)					
032	HAWTHORNE PL @ MOUNTAIN VIEW AVE	(1)	(1)	(1)	(1)							
033	MONTEREY AVE @ MOUNTAIN VIEW AVE	(1)		(1)								
034	REEVES PL @ MOUNTAIN VIEW AVE	(1)	(1)	(1)	(1)							

CONSTRUCTION NOTES:

- 1 CONSTRUCT CURB RAMP PER C.P. STANDARD NO. A-28-10
- 2 INSTALL CURB RAMP TRUNCATED DOME PER C.P. STANDARD NO. A-28-10
- 3 CONSTRUCT CROSSWALK PER CALTRANS STANDARD NO. A24F
- 4 CONSTRUCT 6' SIDEWALK PER C.P. STANDARD NO. A-7-02
- 5 CONSTRUCT DRIVEWAY PER C.P. STANDARD NO. APWA 110-1
- 6 INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4



MATCH LINE - SEE SHEET 6

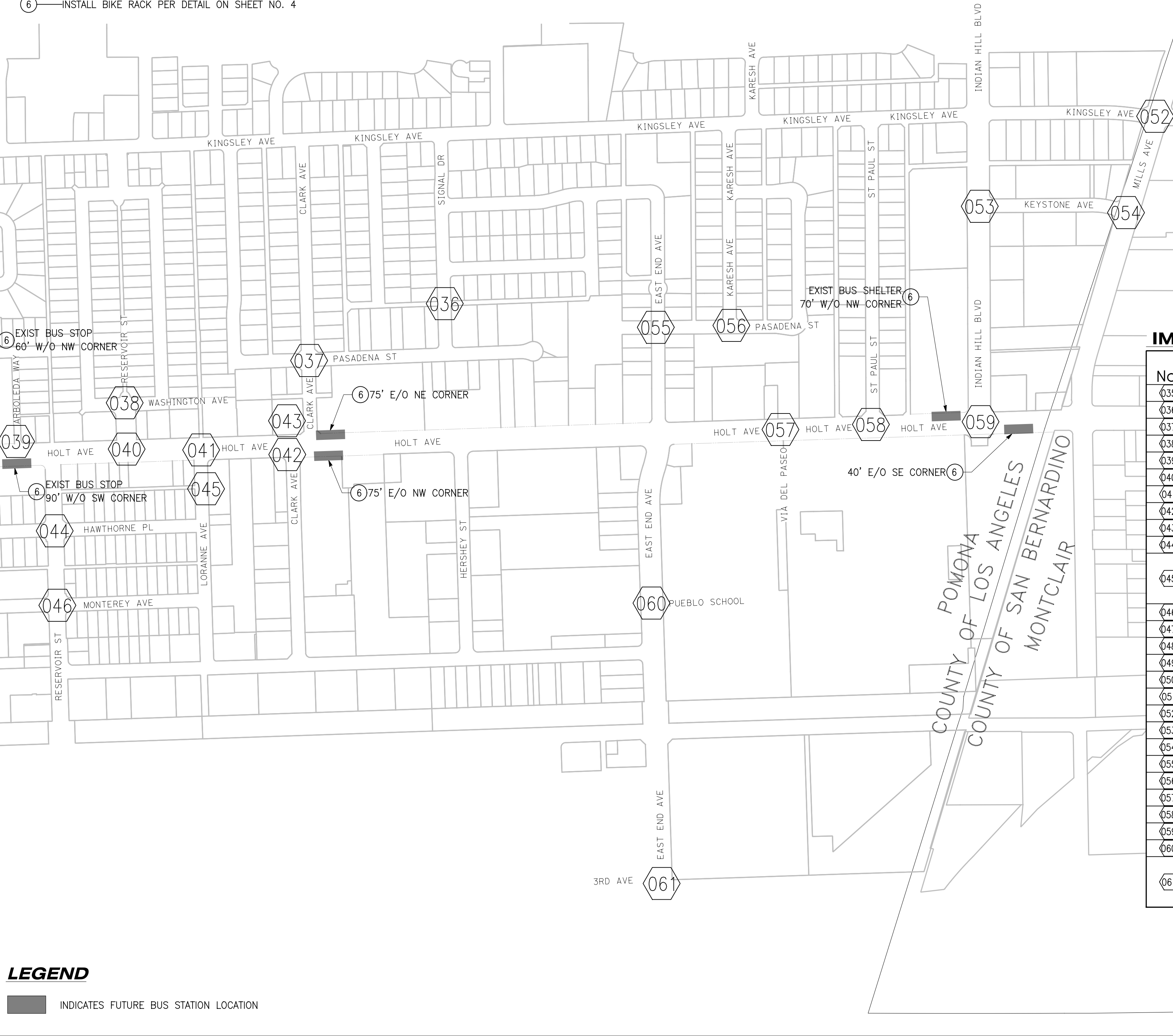
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MATCH LINE - SEE SHEET 5

CONSTRUCTION NOTES:

- 1-CONSTRUCT CURB RAMP PER C.P. STANDARD NO. A-28-10
- 2-INSTALL CURB RAMP TRUNCATED DOME PER C.P. STANDARD NO. A-28-10
- 3-CONSTRUCT CROSSWALK PER CALTRANS STANDARD NO. A24F
- 4-CONSTRUCT 6' SIDEWALK PER C.P. STANDARD NO. A-7-02
- 5-CONSTRUCT DRIVEWAY PER C.P. STANDARD NO. APWA 110-1
- 6-INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4



IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
035	NOT USED											
036	ALLEY NORTH OF PASADENA ST @ SIGNAL DR	1	1	1	1							
037	PASADENA ST @ CLARK AVE	1	1	1	1							
038	WASHINGTON AVE @ RESERVOIR ST			2	1							
039	HOLT AVE @ ARBOLEDA WAY	2	2							6	SEE MAP	
040	HOLT AVE @ RESERVOIR ST	2	2					3				
041	HOLT AVE @ LORANNE AVE			2	2							
042	HOLT AVE @ CLARK AVE	2		2	2			3	3	6	SEE MAP	
043	HOLT AVE @ CLARK AVE	2	2		2	3		3				
044	HAWTHORNE PL @ RESERVOIR ST	2	1	1	1		3	3				
045	ALLEY BETWEEN HOLT AVE & HAWTHORNE PL @ LORANNE AVE	2		2								
046	MONTEREY AVE @ RESERVOIR ST	2	2	2	2							
047	NOT USED											
048	NOT USED											
049	NOT USED											
050	NOT USED											
051	NOT USED											
052	KINGSLEY AVE @ MILLS AVE	2		1		3*	3		3*			*COORDINATE STRIPING WITH MONTCLAIR
053	KEYSTONE AVE @ INDIAN HILL BLVD		2		2			3				
054	KEYSTONE AVE @ MILLS AVE	2		2				3				
055	PASADENA ST @ EAST END AVE		2		2				3			
056	PASADENA ST @ KARESH AVE	1	1					3				
057	HOLT AVE @ VIA DEL PASEO		2	2	2							
058	HOLT AVE @ ST PAUL ST	2	2					3				
059	HOLT AVE @ INDIAN HILL BLVD	2	2	2	2	3	3	3	3	6	SEE MAP	
060	PUEBLO SCHOOL @ EAST END AVE			2	2							
061	3RD AVE @ EAST END AVE											4 FROM SW CORNER TO 160' WEST. 5 FROM SW CORNER TO 160' SOUTH. DRIVEWAY TIE-IN

LEGEND

INDICATES FUTURE BUS STATION LOCATION





Know what's below.
Call before you dig.

REV	DATE	BY	DESCRIPTION

CITY OF POMONA

ACCEPTED BY: _____
CITY ENGINEER

DATE: 11/28/2016


DESIGNED BY
LT/JT/JS

DRAWN BY
LS


CHECKED BY
MR/LT

IN CHARGE
G. LUMABAS

DATE
11/28/2016



PLANS PREPARED BY:


3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:


Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT

PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO.
MKP15-37

SCALE
1" = 300'
APPLICABLE FOR FULL SITE ONLY

DRAWING NO.
L-002

SHEET NO.
6 OF 22

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601ATP02.dgn

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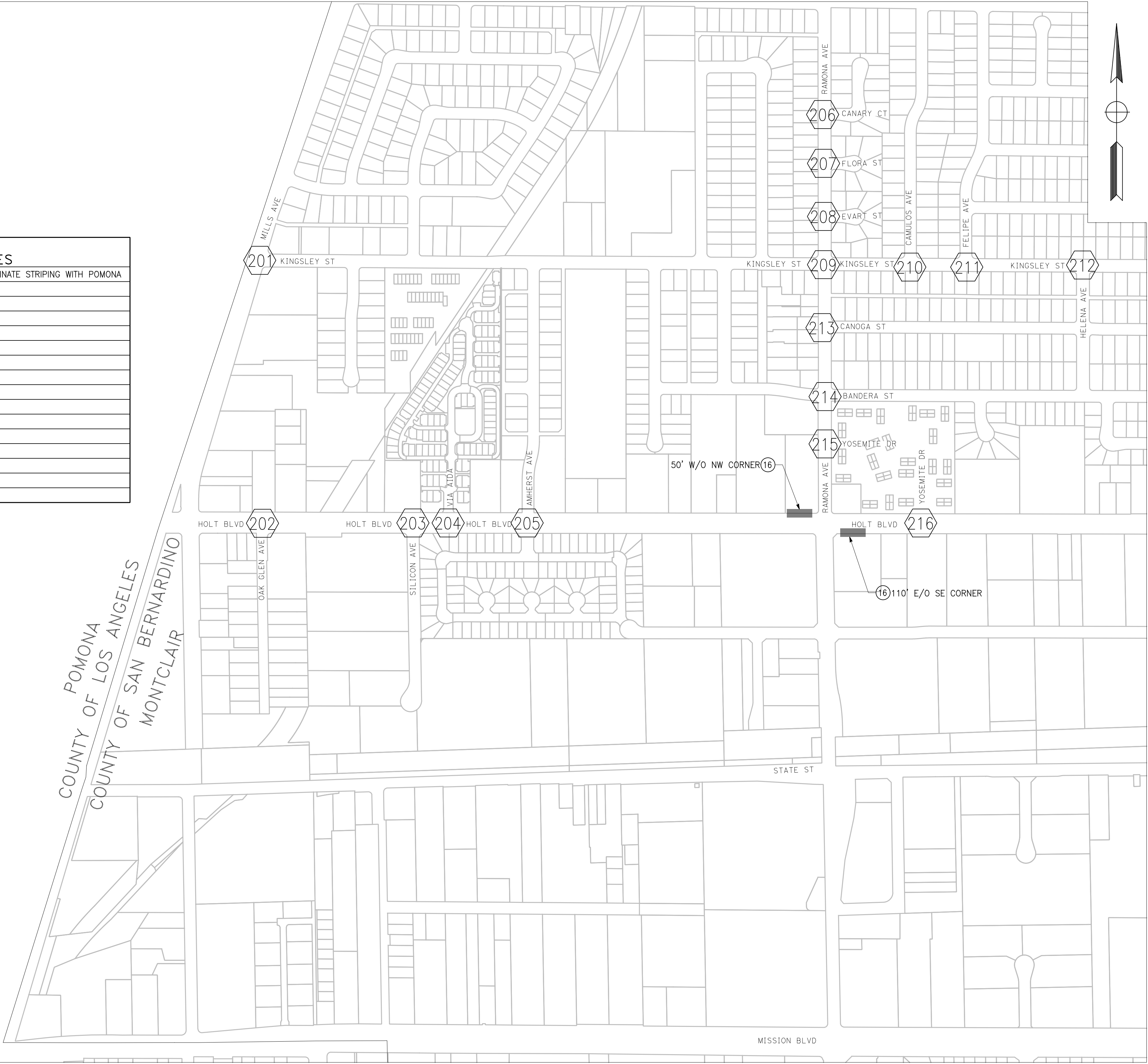
- CONSTRUCTION NOTES:**
- (11) —CONSTRUCT CURB RAMP PER C.M. STANDARD NO. 123
 - (12) —INSTALL CURB RAMP TRUNCATED DOME PER SPPWC STANDARD NO. 111-5
 - (13) —CONSTRUCT CROSSWALK PER CALTRANS STANDARD NO. A24F
 - (14) —CONSTRUCT 6' SIDEWALK PER C.M. STANDARD NO. 108
 - (16) —INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
201	KINGSLEY ST @ MILLS AVE					(13)		(13)	(13)			*COORDINATE STRIPING WITH POMONA
202	HOLT BLVD @ OAK GLEN AVE			(11)	(11)				(13)			
203	HOLT BLVD @ SILICON AVE			(12)	(12)				(13)			
204	HOLT BLVD @ VIA AIDA	(12)	(12)									
205	HOLT BLVD @ AMHERST AVE	(12)	(12)	(12)	(12)	(13)	(13)	(13)	(13)			
206	CANARY CT @ RAMONA AVE		(11)		(11)			(13)				
207	FLORA ST @ RAMONA AVE		(11)		(11)			(13)				
208	EVART ST @ RAMONA AVE		(11)		(11)			(13)				
209	KINGSLEY ST @ RAMONA AVE	(11)	(11)	(11)	(11)	(13)		(13)	(13)			
210	KINGSLEY ST @ CAMULOS AVE	(11)	(11)			(13)						
211	KINGSLEY ST @ FELIPE AVE	(11)	(11)			(13)						
212	KINGSLEY ST @ HELENA AVE			(11)	(11)				(13)			
213	CANOGA ST @ RAMONA AVE		(11)		(11)			(13)				
214	BANDERA ST @ RAMONA AVE	(11)	(11)	(11)	(11)		(13)	(13)				
215	YOSEMITE DR @ RAMONA AVE		(11)		(11)							
216	HOLT BLVD @ YOSEMITE DR	(11)	(11)			(13)			(16) SEE MAP			

LEGEND

INDICATES FUTURE BUS STATION LOCATION



MATCH LINE - SEE SHEET 8



REV	DATE	BY	DESCRIPTION

CITY OF MONTCLAIR

ACCEPTED BY: MICHAEL HUDSON P.E./CITY ENGINEER

DATE

DESIGNED BY
LT/JT/JS
DRAWN BY
LS
CHECKED BY
MR/LT
IN CHARGE
G. LUMABAS
DATE
11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE RCE NO. DATE

PREPARED FOR:
sbX
Omnitrans
Connecting Our Community.

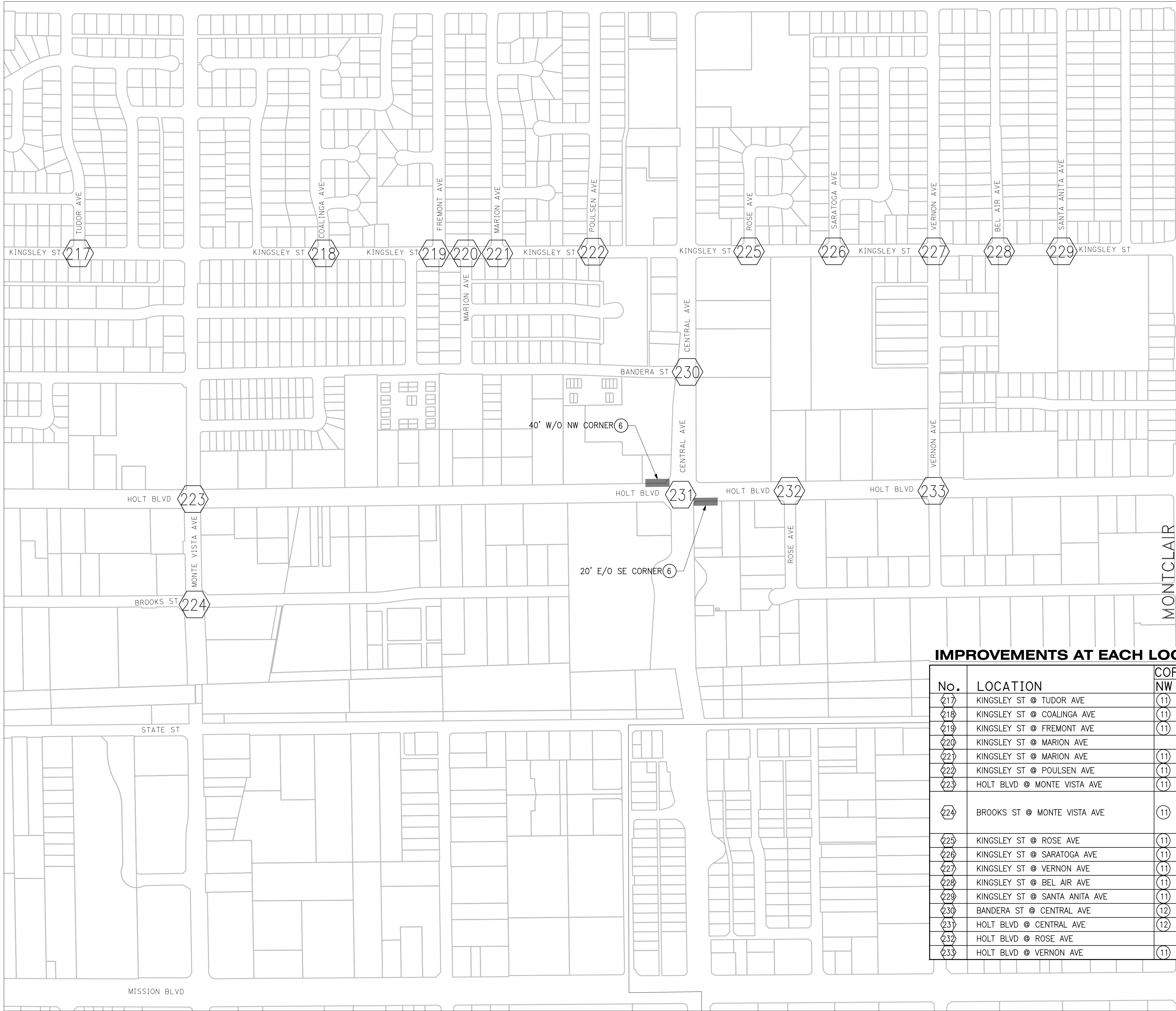
**WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT**
PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO.
MKP15-37
SCALE
1" = 300'
APPLICABLE FOR FULL SITE ONLY
DRAWING NO.
L-003
SHEET NO.
7 OF 22

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601ATP03.dgn

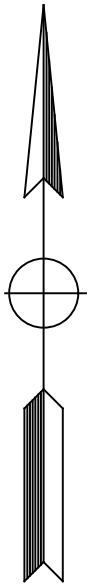
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MATCH LINE - SEE SHEET 7



CONSTRUCTION NOTES:

- (11) CONSTRUCT CURB RAMP PER C.M. STANDARD NO. 123
- (12) INSTALL CURB RAMP TRUNCATED DOME PER SPPWC STANDARD NO. 111-5
- (13) CONSTRUCT CROSSWALK PER CALTRANS STANDARD NO. A24F
- (14) CONSTRUCT 6' SIDEWALK PER C.M. STANDARD NO. 108
- (16) INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4



IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
217	KINGSLEY ST @ TUDOR AVE	(11)	(11)			(13)						
218	KINGSLEY ST @ COALINGA AVE	(11)	(11)			(13)						
219	KINGSLEY ST @ FREMONT AVE	(11)	(11)			(13)						
220	KINGSLEY ST @ MARION AVE			(11)	(11)			(13)				
221	KINGSLEY ST @ MARION AVE	(11)	(11)			(13)						
222	KINGSLEY ST @ POULSEN AVE	(11)	(11)			(13)						
223	HOLT BLVD @ MONTE VISTA AVE	(11)	(11)	(11)	(11)	(13)	(13)	(13)				
224	BROOKS ST @ MONTE VISTA AVE	(11)									(14) FROM NW CORNER TO 190' NORTH. FROM NW CORNER TO 440' WEST.	
225	KINGSLEY ST @ ROSE AVE	(11)	(11)			(13)						
226	KINGSLEY ST @ SARATOGA AVE	(11)	(11)			(13)						
227	KINGSLEY ST @ VERNON AVE	(11)	(11)	(11)	(11)	(13)	(13)	(13)				
228	KINGSLEY ST @ BEL AIR AVE	(11)	(11)			(13)						
229	KINGSLEY ST @ SANTA ANITA AVE	(11)	(11)			(13)						
230	BANDERA ST @ CENTRAL AVE	(12)		(12)								
231	HOLT BLVD @ CENTRAL AVE	(12)	(12)	(12)	(12)					(16) SEE MAP		
232	HOLT BLVD @ ROSE AVE			(11)	(11)			(13)				
233	HOLT BLVD @ VERNON AVE	(11)	(11)		(11)	(13)	(13)	(13)				

LEGEND

INDICATES FUTURE BUS STATION LOCATION



REV	DATE	BY	DESCRIPTION

CITY OF MONTCLAIR

ACCEPTED BY: MICHAEL HUDSON P.E./CITY ENGINEER

DATE

DESIGNED BY: LT/JT/JS
DRAWN BY: LS
CHECKED BY: MR/LT
IN CHARGE: G. LUMABAS
DATE: 11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUAJASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE RCE NO. DATE

PREPARED FOR:
sbX
Omnitrans
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO. MKP15-37
SCALE 1" = 300'
APPLICABLE FOR FULL SITE ONLY
DRAWING NO. L-004
SHEET NO. 8 OF 22

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601ATP04.dgn

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CONTRACT NO. MKP15-37	
SCALE 1" = 300' APPLICABLE FOR FULL SIZE ONLY	
DRAWING NO. L-005	REV.
SHEET NO. 9 OF 22	

IMPROVEMENTS AT EACH LOCATION												
No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
413	FLORA ST @ BOULDER AVE	(21)		(21)								
414	FLORA ST @ GRANITE AVE	(21)	(21)	(21)	(21)							
415	E ST @ BOULDER AVE	(21)		(21)	(21)							
416	NOT USED											
417	D ST @ PALMETTO AVE	(22)	(22)									
418	D ST @ BOULDER AVE	(21)	(21)	(21)	(21)							
419	HOLLOWELL ST @ BOULDER AVE	(21)	(21)	(21)	(21)							
420	VESTA ST @ PALMETTO AVE			(21)	(21)							
421	NOT USED											
422	VESTA ST @ BOULDER AVE	(21)	(22)	(21)	(22)							
423	VESTA ST @ ALLEY BETWEEN BOULDER AVE & SAN ANTONIO AVE			(21)	(21)							
424	B ST @ ALLEY BETWEEN BOULDER AVE & SAN ANTONIO AVE	(21)	(22)	(21)	(22)							

IMPROVEMENTS AT EACH LOCATION										
No.	LOCATION	CORNER		CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W			
425	FLORA ST @ BEVERLY SQ			(21)	(21)					IN-LINE RAMPS AT BOTH CORNERS
426	E ST @ FERN AVE	(22)		(21)						
427	E ST @ LAUREL AVE			(21)	(21)					
428	D ST @ LAUREL AVE			(21)		(23)	(23)	(23)	(23)	
429	C ST @ VINE AVE		(22)		(22)					DUAL IN-LINE RAMPS AT ALL CORNERS
430	C ST @ FERN AVE	(21)	(21)	(21)	(21)					
431	C ST @ LAUREL AVE	(21)		(21)	(21)					
432	VESTA ST @ BEVERLY CT	(21)	(21)							
433	VESTA ST @ BONITA CT			(22)	(21)					
434	B ST @ VINE AVE		(22)		(22)					
435	HOLT BLVD @ VINE AVE		(22)	(22)	(22)					
436	HOLT BLVD @ FERN AVE	(22)	(22)							
437	HOLT BLVD @ PALM AVE	(22)	(22)							
438	HOLT BLVD @ LAUREL AVE	(22)	(21)							
439	TRANSIT ST @ VINE AVE		(21)		(21)					IN-LINE RAMPS AT BOTH CORNERS
440	TRANSIT ST @ FERN AVE	(21)	(21)	(21)	(21)					DUAL IN-LINE RAMPS AT ALL CORNERS
441	TRANSIT ST @ PALM AVE	(21)	(21)	(21)	(21)					DUAL IN-LINE RAMPS AT SW CORNER
442	BROOKS ST @ VINE AVE	(21)		(21)						
443	EMPORIA ST @ VINE AVE	(21)		(21)						
444	EMPORIA ST @ FERN AVE	(21)	(21)							
445	EMPORIA ST @ PALM AVE	(21)	(21)							

- 21—CONSTRUCT CURB RAMP PER C.O. STANDARD NO. 1213
- 22—INSTALL DETECTABLE WARNING SURFACE PER C.O. STANDARD NO. 1213
- 23—CONSTRUCT CROSSWALK PER C.O. STANDARD NO. 1307
- 24—CONSTRUCT 6' SIDEWALK PER C.O. STANDARD NO. 1209



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MATCH LINE - SEE SHEET 9

MATCH LINE - SEE SHEET 11

CONSTRUCTION NOTES:

- (21) —CONSTRUCT CURB RAMP PER C.O. STANDARD NO. 1213
- (22) —INSTALL DETECTABLE WARNING SURFACE PER C.O. STANDARD NO. 1213
- (23) —CONSTRUCT CROSSWALK PER C.O. STANDARD NO. 1307
- (24) —CONSTRUCT 6' SIDEWALK PER C.O. STANDARD NO. 1209
- (25) —CONSTRUCT DRIVEWAY PER C.O. STANDARD NO. 1203 & 1204

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
446	F ST @ MONTEREY AVE	(21)		(21)								DUAL IN-LINE RAMPS AT ALL CORNERS
447	F ST @ CHERRY AVE	(21)		(21)	(21)							
448	F ST @ MONTEREY AVE	(22)		(22)								
449	E ST @ CHERRY AVE	(21)	(21)	(21)	(21)							DUAL IN-LINE RAMPS AT SW CORNER
450	E ST @ CAMPUS AVE	(22)	(22)	(22)	(22)							
451	C ST @ SULTANA AVE	(21)		(21)								DUAL IN-LINE RAMPS AT NE AND SE CORNERS
452	NOCTA ST @ SULTANA AVE		(22)		(22)							
453	NOCTA ST @ MONTEREY AVE	(21)	(21)	(21)	(21)							
454	NOCTA ST @ MIRAMONTE AVE	(21)	(21)	(21)	(21)							
455	NOCTA ST @ CAMPUS AVE	(22)	(22)	(22)	(22)							
456	WILLOW ST @ CAMPUS AVE		(22)		(22)							
457	ALLEY BETWEEN SIERRA CT & HOLT BLVD @ PLEASANT AVE	(21)	(21)	(21)	(21)							
458	NOT USED											
459	TRANSIT ST @ SULTANA AVE	(22)		(22)								

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
460	H ST @ ALLYN AVE											
461	F ST @ ALLYN AVE											
462	NOT USED											
463	NOT USED											
464	NOCTA ST @ ALLYN AVE	(22)		(22)								
465	WILLOW ST @ ALLYN AVE	(22)	(22)	(22)	(22)							
466	EMPORIA ST @ BON VIEW AVE	(22)		(22)								
467	NOT USED											
468	HOLT BLVD @ VIRGINIA AVE	(21)	(21)									
469	FLORA ST @ AMADOR AVE	(21)	(22)									
470	FLORA ST @ CALAVERAS AVE	(22)	(21)									
471	NOCTA ST @ IMPERIAL AVE			(21)								



REV	DATE	BY	DESCRIPTION

CITY OF ONTARIO

RECOMMENDED BY: RAYMOND LEE P.E./ASSISTANT CITY ENGINEER DATE

ACCEPTED BY: LOUIS ABI-YOUNES P.E./CITY ENGINEER DATE

DESIGNED BY
LT/JT/JS
DRAWN BY
LS
CHECKED BY
MR/LT
IN CHARGE
G. LUMABAS
DATE
11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE _____ RCE NO. _____ DATE _____



WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT

PROPOSED ATP IMPROVEMENTS LOCATION MAP

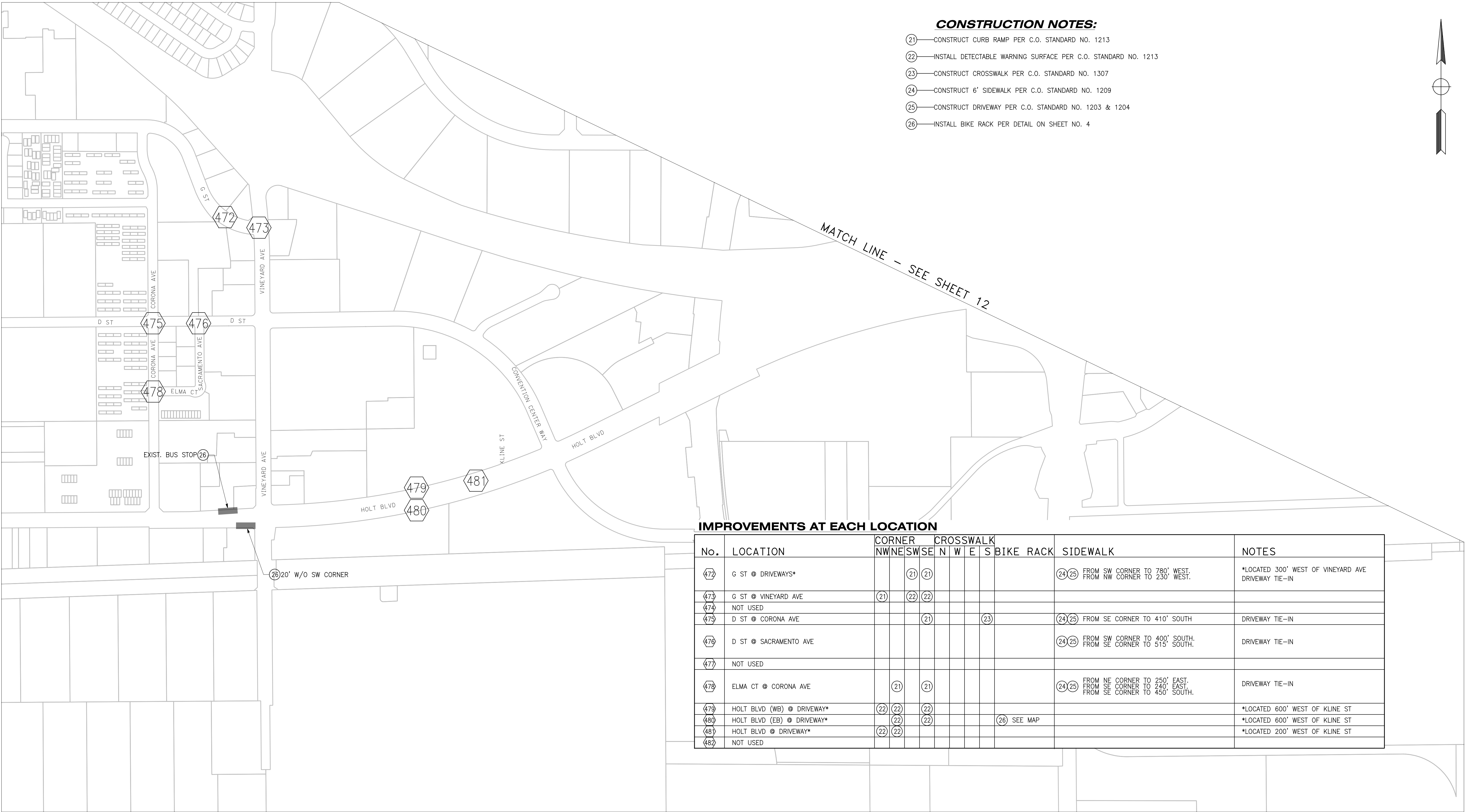
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MKP15-37
SCALE 1" = 300'
APPLICABLE FOR FULL SITE ONLY
DRAWING NO. L-006 REV
SHEET NO. 10 OF 22

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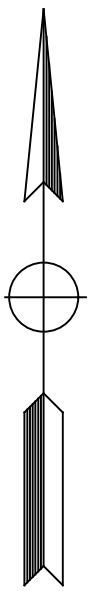
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PEN TABLE=> Omnitrans_WVC-Pen-Table.tbl

MATCH LINE - SEE SHEET 10



CONSTRUCTION NOTES:

- (21) — CONSTRUCT CURB RAMP PER C.O. STANDARD NO. 1213
- (22) — INSTALL DETECTABLE WARNING SURFACE PER C.O. STANDARD NO. 1213
- (23) — CONSTRUCT CROSSWALK PER C.O. STANDARD NO. 1307
- (24) — CONSTRUCT 6' SIDEWALK PER C.O. STANDARD NO. 1209
- (25) — CONSTRUCT DRIVEWAY PER C.O. STANDARD NO. 1203 & 1204
- (26) — INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4



MATCH LINE - SEE SHEET 12

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER		CROSSWALK			BIKE RACK	SIDEWALK	NOTES
		NW	SE	N	W	E			
472	G ST @ DRIVEWAYS*		(21)	(21)				(24)(25) FROM SW CORNER TO 780' WEST. FROM NW CORNER TO 230' WEST.	*LOCATED 300' WEST OF VINEYARD AVE DRIVEWAY TIE-IN
473	G ST @ VINEYARD AVE	(21)	(22)	(22)					
474	NOT USED								
475	D ST @ CORONA AVE			(21)			(23)	(24)(25) FROM SE CORNER TO 410' SOUTH	DRIVEWAY TIE-IN
476	D ST @ SACRAMENTO AVE							(24)(25) FROM SW CORNER TO 400' SOUTH. FROM SE CORNER TO 515' SOUTH.	DRIVEWAY TIE-IN
477	NOT USED								
478	ELMA CT @ CORONA AVE		(21)	(21)				(24)(25) FROM NE CORNER TO 250' EAST. FROM SE CORNER TO 240' EAST. FROM SE CORNER TO 450' SOUTH.	DRIVEWAY TIE-IN
479	HOLT BLVD (WB) @ DRIVEWAY*	(22)	(22)	(22)					*LOCATED 600' WEST OF KLINE ST
480	HOLT BLVD (EB) @ DRIVEWAY*	(22)	(22)	(22)			(26)	SEE MAP	*LOCATED 600' WEST OF KLINE ST
481	HOLT BLVD @ DRIVEWAY*	(22)	(22)						*LOCATED 200' WEST OF KLINE ST
482	NOT USED								

LEGEND

INDICATES FUTURE BUS STATION LOCATION



REV	DATE	BY	DESCRIPTION

CITY OF ONTARIO

RECOMMENDED BY: RAYMOND LEE P.E./ASSISTANT CITY ENGINEER
DATE: _____
ACCEPTED BY: LOUIS ABI-YOUNES P.E./CITY ENGINEER
DATE: _____

DESIGNED BY: LT/JT/JS
DRAWN BY: LS
CHECKED BY: MR/LT
IN CHARGE: G. LUMABAS
DATE: 11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:
sbX
Omnitrans
Connecting Our Community.

**WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT**
PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO. MKP15-37	
SCALE 1" = 300' APPLICABLE FOR FULL SITE ONLY	REV
DRAWING NO. L-007	
SHEET NO. 11	OF 22

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PEN TABLE=> Omnitrans_WVC-Pen-Table.tbl



CONSTRUCTION NOTES:

- (21) — CONSTRUCT CURB RAMP PER C.O. STANDARD NO. 1213
- (22) — INSTALL DETECTABLE WARNING SURFACE PER C.O. STANDARD NO. 1213
- (23) — CONSTRUCT CROSSWALK PER C.O. STANDARD NO. 1307
- (24) — CONSTRUCT 6' SIDEWALK PER C.O. STANDARD NO. 1209
- (25) — CONSTRUCT DRIVEWAY PER C.O. STANDARD NO. 1203 & 1204
- (26) — INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
483	INLAND EMPIRE BLVD @ ARCHIBALD AVE									(26) SEE MAP	(24)(25) FROM 250' TO 470' EAST OF SE CORNER	DRIVEWAY TIE-IN
484	NOT USED											
485	NOT USED											
486	CENTER AVE @ CROSSWALK*				(21)	(21)						*LOCATED 650' SOUTH OF CONCOURS DR
487	INLAND EMPIRE BLVD @ TURNER AVE		(22)	(22)								
488	INLAND EMPIRE BLVD @ SHELBY LN		(22)									
489	INLAND EMPIRE BLVD @ CENTER AVE	(22)	(22)	(21)	(21)							
490	INLAND EMPIRE BLVD @ DRIVEWAY*	(22)	(22)									*LOCATED 320' WEST OF LOTUS AVE
491	INLAND EMPIRE BLVD @ LOTUS AVE	(22)	(22)	(22)								
492	NOT USED											
493	SHELBY ST @ LOTUS AVE									(24)(25) FROM 300' TO 460' WEST OF THE NW CORNER	DRIVEWAY TIE-IN	

LEGEND

INDICATES FUTURE BUS STATION LOCATION



Know what's below.
Call before you dig.

CITY OF ONTARIO

RECOMMENDED BY: RAYMOND LEE P.E./ASSISTANT CITY ENGINEER DATE
ACCEPTED BY: LOUIS ABI-YOUNES P.E./CITY ENGINEER DATE

DESIGNED BY: LT/JT/JS
DRAWN BY: LS
CHECKED BY: MR/LT
IN CHARGE: G. LUMABAS
DATE: 11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE RCE NO. DATE

PREPARED FOR:
OmniTrans
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO. MKP15-37
SCALE 1" = 300'
DRAWING NO. L-008 REV
SHEET NO. 12 OF 22

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MATCH LINE - SEE SHEET 12

CONSTRUCTION NOTES:

22-INSTALL DETECTABLE WARNING SURFACE PER C.O. STANDARD NO. 1213

LEGEND

INDICATES FUTURE BUS STATION LOCATION

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER			CROSSWALK			BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	N	W	E			
494	4TH ST @ GURNEE AVE			(22)	(22)					
495	4TH ST @ FRANKLIN AVE			(22)	(22)					
496	MILLS CIR @ GURNEE AVE	(22)	(22)	(22)	(22)					
497	CONCOURS DR @ DRIVEWAYS*	(22)	(22)	(22)	(22)					*750' WEST OF MILLIKEN AVE
498	CONCOURS DR @ MILLS CIR	(22)	(22)	(22)	(22)					
499	DRIVEWAY* @ MILLS CIR		(22)							*250' SOUTH OF CONCOURS DR
500	INLAND EMPIRE BLVD @ FERRARI LN		(22)	(22)	(22)					
501	MALL DR @ MILLS CIR	(22)		(22)						
502	ONTARIO MILLS PKY @ INLAND EMPIRE BLVD	(22)	(22)	(22)	(22)					
503	ONTARIO MILLS PKY @ FRANKLIN AVE	(22)	(22)	(22)	(22)					



REV	DATE	BY	DESCRIPTION

CITY OF ONTARIO

RECOMMENDED BY: RAYMOND LEE P.E./ASSISTANT CITY ENGINEER DATE
ACCEPTED BY: LOUIS ABI-YOUNES P.E./CITY ENGINEER DATE

DESIGNED BY: LT/JT/JS
DRAWN BY: LS
CHECKED BY: MR/LT
IN CHARGE: G. LUMABAS
DATE: 11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUAISTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE RCE NO. DATE

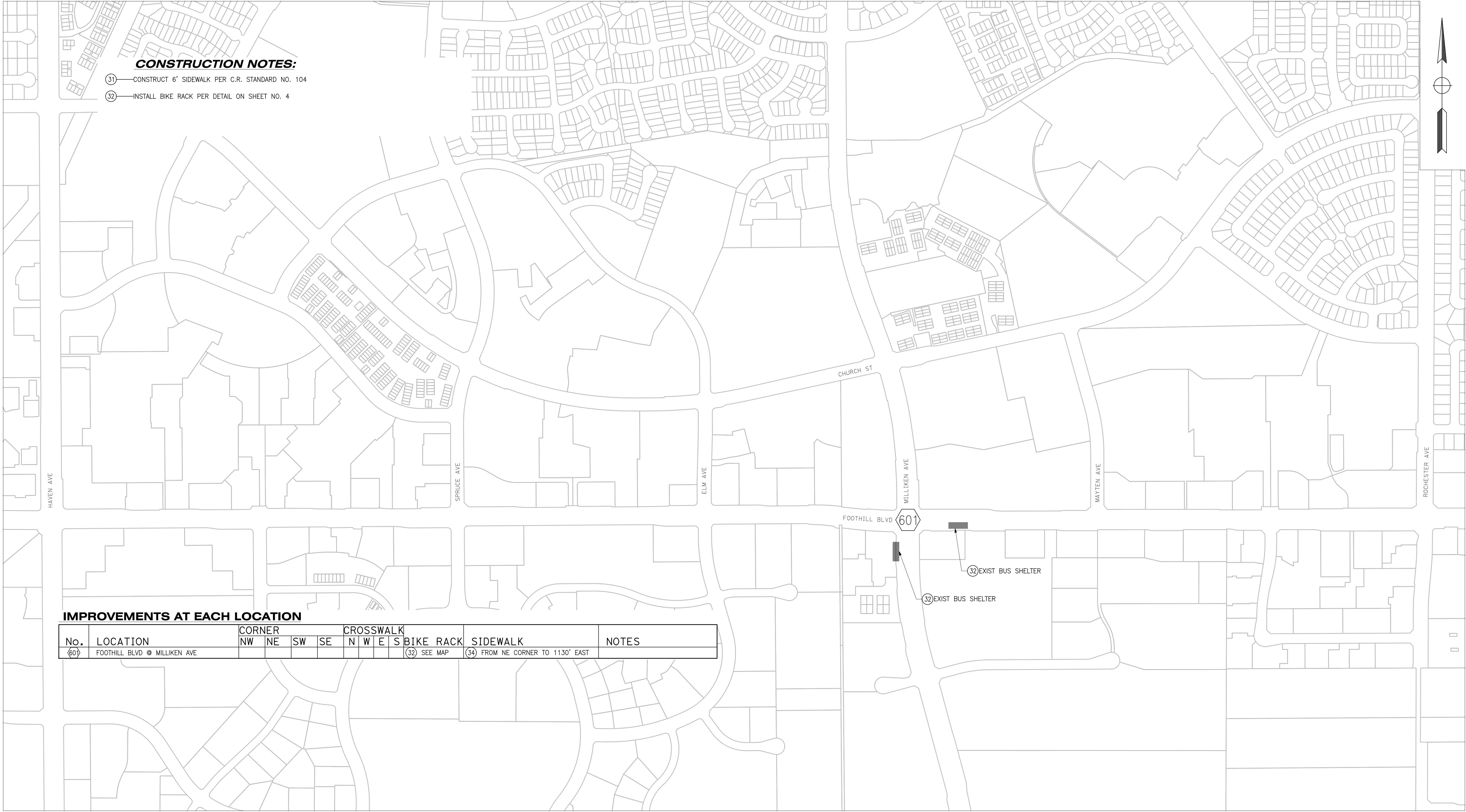
PREPARED FOR:
OmniTrans
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO. MKP15-37
SCALE 1" = 300'
DRAWING NO. L-009 REV
SHEET NO. 13 OF 22

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601ATP09.dgn

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CONSTRUCTION NOTES:

- 31—CONSTRUCT 6' SIDEWALK PER C.R. STANDARD NO. 104
- 32—INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
601	FOOTHILL BLVD @ MILLIKEN AVE									32 SEE MAP	34 FROM NE CORNER TO 1130' EAST	

LEGEND

INDICATES FUTURE BUS STATION LOCATION



Know what's below.
Call before you dig.

REV	DATE	BY	DESCRIPTION

CITY OF RANCHO CUCAMONGA

ACCEPTED BY: JASON WELDAY P.E./CITY ENGINEER

DATE

DESIGNED BY
LT/JT/JS
DRAWN BY
LS
CHECKED BY
MR/LT
IN CHARGE
G. LUMABAS
DATE
11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE RCE NO. DATE

PREPARED FOR:
OmniTrans
Connecting Our Community.

**WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT**

PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO.
MKP15-37
SCALE
1" = 300'
APPLICABLE FOR FULL SITE ONLY
DRAWING NO.
L-010
REV
SHEET NO.
14 OF 22

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CONSTRUCTION NOTES:

- 44—CONSTRUCT 6' SIDEWALK PER C.F. STANDARD NO. 1002
45—CONSTRUCT DRIVEWAY PER C.F. STANDARD NO. 1001
46—INSTALL BIKE RACK PER DETAIL ON SHEET NO. 4

IMPROVEMENTS AT EACH LOCATION

No.	LOCATION	CORNER				CROSSWALK				BIKE RACK	SIDEWALK	NOTES
		NW	NE	SW	SE	N	W	E	S			
80	VALLEY BLVD @ JUNIPER AVE									46 SEE MAP	44 45 FROM 130' TO 445' EAST OF NE CORNER	DRIVEWAY TIE-IN

LEGEND

INDICATES FUTURE BUS STATION LOCATION



Know what's below.
Call before you dig.

REV	DATE	BY	DESCRIPTION

CITY OF FONTANA

ACCEPTED BY: RICARDO SANDOVAL P.E./CITY ENGINEER

DATE

DESIGNED BY
LT/JT/JS
DRAWN BY
LS
CHECKED BY
MR/LT
IN CHARGE
G. LUMABAS
DATE
11/28/2016



PLANS PREPARED BY:
PARSONS
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605
SIGNATURE RCE NO. DATE

PREPARED FOR:
OmniTrans
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT

PROPOSED ATP IMPROVEMENTS LOCATION MAP

CONTRACT NO.
MKP15-37
SCALE 1" = 300'
APPLICABLE FOR FULL SITE ONLY
DRAWING NO. L-011 REV
SHEET NO. 15 OF 22

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Know what's below.
Call before you dig.

REV	DATE	BY	DESCRIPTION

CITY OF POMONA


ACCEPTED BY: _____
CITY ENGINEER

DATE
11/28/2016

DESIGNED BY LT/JT/JS
DRAWN BY LS
CHECKED BY MR/LT
IN CHARGE G. LUMABAS
DATE 11/28/2016



PLANS PREPARED BY:



3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:



Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
CITY OF POMONA
QUANTITIES

CONTRACT NO. MKP15-37	
SCALE	
APPLICABLE FOR FULL SIZE ONLY	
DRAWING NO. Q-001	REV
SHEET NO. 16 OF 22	

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CITY OF POMONA

SHEET NUMBER	LOCATION NUMBER	LOCATION DESCRIPTION	CURB RAMP (EACH)	DETECTABLE WARNING SURFACE ONLY (EACH)	CROSSWALK (EACH)	DRIVEWAYS/SIDEWALK (SQFT)	BIKE RACK (EACH)
5	1	NOT USED	0	0	0	0	0
5	2	COMMERCIAL ST @ REBECCA ST	0	1	0	0	0
5	3	COMMERCIAL ST @ PARCEL ST	2	0	0	1,650	0
5	4	COMMERCIAL ST @ GORDON ST	0	2	1	0	0
5	5	COMMERCIAL ST @ MAIN ST	0	5	1	0	0
5	6	150' SOUTH OF COMMERCIAL ST @ MAIN ST	0	2	0	0	1
5	7	PASADENA ST @ GAREY AVE	0	2	1	0	0
5	8	PASADENA ST @ GIBBS ST	0	4	2	0	0
5	9	PASADENA ST @ PALOMARES ST	0	4	2	0	0
5	10	HOLT AVE @ GAREY AVE	0	2	0	0	2
5	11	HOLT AVE @ GIBBS ST	0	4	2	0	0
5	12	HOLT AVE @ ELEANOR ST	2	0	1	0	0
5	13	CENTER ST @ GAREY AVE	0	4	2	0	0
5	14	CENTER ST @ PALOMARES ST	3	1	2	0	0
5	15	CENTER ST @ ELEANOR ST	4	0	2	0	0
5	16	MONTEREY AVE @ GAREY AVE	0	0	0	0	0
5	17	ALLEY NORTH OF KINGSLEY AVE @ TOWNE AVE	0	2	1	0	0
5	18	SAN FRANCISCO AVE @ TOWNE AVE	0	4	0	0	0
5	19	ALLEY NORTH OF PASADENA ST @ TOWNE AVE	2	0	0	0	0
5	20	PASADENA ST @ TOWNE AVE	0	4	2	0	0
5	21	PASADENA ST @ CASWELL AVE	4	0	2	0	0
5	22	PASADENA ST @ MOUNTIAN VIEW AVE	0	1	1	0	0
5	23	HOLT AVE @ TOWNE AVE	4	0	4	0	2
5	24	HOLT AVE @ PALM PL	0	2	1	0	0
5	25	HOLT AVE @ PALOMAR DR	0	2	1	0	0
5	26	HOLT AVE @ CASWELL AVE	1	0	0	0	0
5	27	HOLT AVE @ SAN ANTONIO AVE	0	4	0	0	0
5	28	HOLT AVE @ CLAREMONT PL	0	2	1	0	0
5	29	HOLT AVE @ MOUNTIAN VIEW AVE	0	2	1	0	0
5	30	HOLT AVE @ MOUNTIAN VIEW AVE	0	2	1	0	0
5	31	CENTER ST @ TOWNE AVE	0	2	1	0	0
5	32	HAWTHORNE PL @ MOUNTIAN VIEW AVE	4	0	0	0	0
5	33	MONTEREY AVE @ TOWNE AVE	2	0	0	0	0
5	34	REEVES PL @ MOUNTIAN VIEW AVE	4	0	0	0	0
6	35	NOT USED	0	0	0	0	0
6	36	ALLEY NORTH OF PASADENA ST @ SIGNAL DR	4	0	0	0	0
6	37	PASADENA ST @ CLARK AVE	4	0	0	0	0
6	38	WASHINGTON AVE @ RESERVOIR ST	1	1	0	0	0
6	39	HOLT AVE @ ARBOLEDA WAY	0	2	1	0	2
6	40	HOLT AVE @ RESERVOIR ST	0	2	0	0	0
6	41	HOLT AVE @ LORANNE AVE	0	2	0	0	0
6	42	HOLT AVE @ CLARK AVE	0	3	2	0	2
6	43	HOLT AVE @ CLARK AVE	0	3	2	0	0
6	44	HAWTHORNE PL @ RESERVOIR ST	3	1	2	0	0
6	45	ALLEY BETWEEN HOLT AVE & HAWTHORNE PL @ LORANNE AVE	0	2	0	0	0
6	46	MONTEREY AVE @ RESERVOIR ST	0	4	0	0	0
6	47	NOT USED	0	0	0	0	0
6	48	NOT USED	0	0	0	0	0
6	49	NOT USED	0	0	0	0	0
6	50	NOT USED	0	0	0	0	0
6	51	NOT USED	0	0	0	0	0
6	52	KINGSLEY AVE @ MILLS AVE	1	1	3	0	0
6	53	KEYSTONE AVE @ INDIAN HILL BLVD	0	2	1	0	0
6	54	KEYSTONE AVE @ MILLS AVE	0	2	1	0	0
6	55	PASADENA ST @ EAST END AVE	0	2	1	0	0
6	56	PASADENA ST @ KARESH AVE	2	0	1	0	0
6	57	HOLT AVE @ VIA DEL PASEO	0	3	0	0	0
6	58	HOLT AVE @ ST PAUL ST	0	2	1	0	0
6	59	HOLT AVE @ INDIAN HILL BLVD	0	4	4	0	2
6	60	PUEBLO SCHOOL @ EAST END AVE	0	2	0	0	0
6	61	3RD AVE @ EAST END AVE	0	0	0	1,920	0
CITY OF POMONA SUBTOTAL			47	96	51	3,570	11

100% SUBMITTAL ONLY - NOT FOR CONSTRUCTION



ACCEPTED BY: _____
MICHAEL HUDSON P.E./CITY ENGINEER DATE _____



REGISTERED PROFESSIONAL ENGINEER
 MIKE ROBERTS
 No. C64413
 Exp. 6/30/17
 CIVIL
 STATE OF CALIFORNIA

PREPARED FOR:

OmniTrans
Connecting Our Community.

CONTRACT NO. MKP15-37	
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SHEET NO. 17 OF 22	

CITY OF MONTCLAIR

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RECOMMENDED BY:

RAYMOND LEE P.E./ASSISTANT CITY ENGINEER

DATE:

ACCEPTED BY:

LOUIS ABI-YOUNES P.E./CITY ENGINEER

DATE:

DESIGNED BY
LT/JT/JS

DRAWN BY
LS


CHECKED BY
MR/LT

IN CHARGE
G. LUMABAS

DATE
11/28/2016



PLANS PREPARED BY:



3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE RCE NO. DATE

PREPARED FOR:



Omnitrans
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WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
CITY OF ONTARIO
QUANTITIES

CONTRACT NO.
MKP15-37

SCALE

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DRAWING NO.
Q-003

REV

SHEET NO.
18 OF 22

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CITY OF ONTARIO

SHEET NUMBER	LOCATION NUMBER	LOCATION DESCRIPTION	CURB RAMP (EACH)	DETECTABLE WARNING SURFACE ONLY (EACH)	CROSSWALK (EACH)	DRIVEWAYS/SIDEWALK (SQFT)	BIKE RACK (EACH)
9	401	E ST @ FUCHSIA AVE	2	0	0	0	0
9	402	E ST @ ELDERBERRY AVE	2	0	0	0	0
9	403	E ST @ DAHLIA AVE	4	0	0	0	0
9	404	E ST @ CAMELLIA AVE	2	0	0	0	0
9	405	E ST @ BEGONIA AVE	4	0	0	0	0
9	406	D ST @ CAMELLIA AVE	0	2	0	0	0
9	407	D ST @ BEGONIA AVE	0	4	0	0	0
9	408	STONERIDGE CT @ ELDERBERRY AVE	0	2	0	0	0
9	409	BROOKS ST @ OAKS AVE	2	0	0	840	0
9	410	F ST @ PALMETTO AVE	1	1	0	0	0
9	411	NOT USED	0	0	0	0	0
9	412	FLORA ST @ PALMETTO AVE	0	1	0	0	0
9	413	FLORA ST @ BOULDER AVE	2	0	0	0	0
9	414	FLORA ST @ GRANITE AVE	4	0	0	0	0
9	415	E ST @ BOULDER AVE	3	0	0	0	0
9	416	NOT USED	0	0	0	0	0
9	417	D ST @ PALMETTO AVE	0	2	0	0	0
9	418	D ST @ BOULDER AVE	4	0	0	0	0
9	419	HOLLOWELL ST @ BOULDER AVE	4	0	0	0	0
9	420	VESTA ST @ PALMETTO AVE	2	0	0	0	1
9	421	NOT USED	0	0	0	0	0
9	422	VESTA ST @ BOULDER AVE	2	2	0	0	0
9	423	VESTA ST @ ALLEY BETWEEN BOULDER AVE & SAN ANTONIO AVE	2	0	0	0	0
9	424	B ST @ ALLEY BETWEEN BOULDER AVE & SAN ANTONIO AVE	2	2	0	0	1
9	425	FLORA ST @ BEVERLY SQ	2	0	0	0	0
9	426	E ST @ FERN AVE	1	1	0	0	0
9	427	E ST @ LAUREL AVE	2	0	0	0	0
9	428	D ST @ LAUREL AVE	1	0	4	0	0
9	429	C ST @ VINE AVE	0	2	0	0	0
9	430	C ST @ FERN AVE	8	0	0	0	0
9	431	C ST @ LAUREL AVE	3	0	0	0	0
9	432	VESTA ST @ BEVERLY CT	2	0	0	0	0
9	433	VESTA ST @ BONITA CT	1	1	0	0	0
9	434	B ST @ VINE AVE	0	2	0	0	0
9	435	HOLT BLVD @ VINE AVE	0	3	0	0	0
9	436	HOLT BLVD @ FERN AVE	0	2	0	0	0
9	437	HOLT BLVD @ PALM AVE	0	2	0	0	0
9	438	HOLT BLVD @ LAUREL AVE	1	1	0	0	1
9	439	TRANSIT ST @ VINE AVE	2	0	0	0	0
9	440	TRANSIT ST @ FERN AVE	8	0	0	0	0
9	441	TRANSIT ST @ PALM AVE	5	0	0	0	0
9	442	BROOKS ST @ VINE AVE	2	0	0	0	0
9	443	EMPORIA ST @ VINE AVE	2	0	0	0	0
9	444	EMPORIA ST @ FERN AVE	2	0	0	0	0
9	445	EMPORIA ST @ PALM AVE	2	0	0	0	0
10	446	F ST @ MONTEREY AVE	2	0	0	0	0
10	447	F ST @ CHERRY AVE	6	0	0	0	0
10	448	F ST @ MONTEREY AVE	0	2	0	0	0
10	449	E ST @ CHERRY AVE	5	0	0	0	0
10	450	E ST @ CAMPUS AVE	0	4	2	0	0
10	451	C ST @ SULTANA AVE	2	0	0	0	0
10	452	NOCTA ST @ SULTANA AVE	0	2	1	0	0
10	453	NOCTA ST @ MONTEREY AVE	6	0	0	0	0
10	454	NOCTA ST @ MIRAMONTE AVE	4	0	0	0	0
10	455	NOCTA ST @ CAMPUS AVE	0	4	2	0	0
10	456	WILLOW ST @ CAMPUS AVE	0	2	0	0	0
10	457	ALLEY BETWEEN SIERRA CT & HOLT BLVD @ PLEASANT AVE	4	0	0	0	1
10	458	NOT USED	0	0	0	0	0
10	459	TRANSIT ST @ SULTANA AVE	0	2	1	0	0
10	460	H ST @ ALLYN AVE	0	0	0	0	0
10	461	F ST @ ALLYN AVE	0	0	0	0	0
10	462	NOT USED	0	0	0	0	0
10	463	NOT USED	0	0	0	0	0
10	464	NOCTA ST @ ALLYN AVE	0	2	1	0	0
10	465	WILLOW ST @ ALLYN AVE	0	4	1	0	0
10	466	EMPORIA ST @ BON VIEW AVE	0	2	0	0	0
10	467	NOT USED	0	0	0	0	0
10	468	HOLT BLVD @ VIRGINIA AVE	2	0	0	0	1
10	469	FLORA ST @ AMADOR AVE	1	1	0	0	0
10	470	FLORA ST @ CALAVERAS AVE	1	1	0	0	0
10	471	NOCTA ST @ IMPERIAL AVE	1	0	0	0	0
CITY OF ONTARIO SUBTOTAL			120	56	12	840	5

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CITY OF ONTARIO


RECOMMENDED BY: RAYMOND LEE P.E./ASSISTANT CITY ENGINEER
ACCEPTED BY: LOUIS ABI-YOUNES P.E./CITY ENGINEER

DATE: 11/28/2016

DESIGNED BY LT/JT/JS
DRAWN BY LS
CHECKED BY MR/LT
IN CHARGE G. LUMABAS
DATE 11/28/2016



PLANS PREPARED BY:



3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:



Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
CITY OF ONTARIO
QUANTITIES

CONTRACT NO. MKP15-37	
SCALE	
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SHEET NO. 19 OF 22	

FILE LOCATION=> c:\pw_working\california\p009957a\dms78879\ATP648601gm003a.dgn

CITY OF ONTARIO

SHEET NUMBER	LOCATION NUMBER	LOCATION DESCRIPTION	CURB RAMP (EACH)	DETECTABLE WARNING SURFACE ONLY (EACH)	CROSSWALK (EACH)	DRIVEWAYS/SIDEWALK (SQFT)	BIKE RACK (EACH)
11	472	G ST @ DRIVEWAYS (LOCATED 300' WEST OF VINEYARD AVE)	2	0	0	6,060	0
11	473	G ST @ VINEYARD AVE	1	2	0	0	0
11	474	NOT USED	0	0	0	0	0
11	475	D ST @ CORONA AVE	1	0	1	2,460	0
11	476	D ST @ SACRAMENTO AVE	0	0	0	5,490	0
11	477	NOT USED	0	0	0	0	0
11	478	ELMA CT @ CORONA AVE	2	0	0	5,640	0
11	479	HOLT BLVD (WB) @ DRIVEWAY (LOCATED 600' WEST OF KLINE ST)	0	3	0	0	0
11	480	HOLT BLVD (EB) @ DRIVEWAY (LOCATED 600' WEST OF KLINE ST)	0	2	0	0	2
11	481	HOLT BLVD @ DRIVEWAY (LOCATED 200' WEST OF KLINE ST)	0	2	0	0	0
11	482	NOT USED	0	0	0	0	0
12	483	INLAND EMPIRE BLVD @ ARCHIBALD AVE	0	0	0	1,320	2
12	484	NOT USED	0	0	0	0	0
12	485	NOT USED	0	0	0	0	0
12	486	CENTER AVE @ CROSSWALK (LOCATED 650' SOUTH OF CONCOURS DR)	2	0	0	0	0
12	487	INLAND EMPIRE BLVD @ TURNER AVE	0	2	0	0	0
12	488	INLAND EMPIRE BLVD @ SHELBY LN	0	2	0	0	0
12	489	INLAND EMPIRE BLVD @ CENTER AVE	2	2	0	0	0
12	490	INLAND EMPIRE BLVD @ DRIVEWAY (LOCATED 320' WEST OF LOTUS AVE)	0	2	1	0	0
12	491	INLAND EMPIRE BLVD @ LOTUS AVE	0	4	1	0	0
12	492	NOT USED	0	0	0	0	0
12	493	SHELBY ST @ LOTUS AVE	0	0	0	960	0
13	494	4TH ST @ GURNEE AVE	0	2	0	0	0
13	495	4TH ST @ FRANKLIN AVE	0	2	0	0	0
13	496	MILLS CIR @ GURNEE AVE	0	3	0	0	0
13	497	CONCOURS DR @ DRIVEWAYS (750' WEST OF MILLIKEN AVE)	0	4	0	0	0
13	498	CONCOURS DR @ MILLS CIR	0	3	0	0	0
13	499	DRIVEWAY (250' SOUTH OF CONCOURS DR) @ MILLS CIR	0	1	0	0	1
13	500	INLAND EMPIRE BLVD @ FERRARI LN	0	3	0	0	2
13	501	MALL DR @ MILLS CIR	0	2	0	0	0
13	502	ONTARIO MILLS PKY @ INLAND EMPIRE BLVD	0	4	0	0	0
13	503	ONTARIO MILLS PKY @ FRANKLIN AVE	0	4	0	0	0
CITY OF ONTARIO SUBTOTAL			10	49	3	21,930	7
SHEET 20 TOTAL			120	56	12	840	5
SHEET 20 & 21 TOTAL			130	105	15	22,770	12



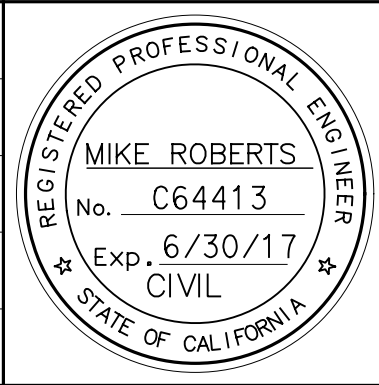
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CITY OF RANCHO CUCAMONGA

ACCEPTED BY: _____
JASON WELDAY P.E./CITY ENGINEER
DATE 11/28/2016

DESIGNED BY LT/JT/JS
DRAWN BY LS
CHECKED BY MR/LT
IN CHARGE G. LUMABAS
DATE 11/28/2016



PLANS PREPARED BY:

**PARSONS**
3200 EAST GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PHONE: (909) 218-3600 FAX: (909) 218-3605

SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:


Omnitrans
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
CITY OF RANCHO CUCAMONGA
QUANTITIES

CONTRACT NO. MKP15-37	
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SHEET NO. 20	OF 22



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CITY OF FONTANA

ACCEPTED BY:

RICARDO SANDOVAL P.E./CITY ENGINEER


DATE

11/28/2016

DESIGNED BY LT/JT/JS
DRAWN BY LS
CHECKED BY MR/LT
IN CHARGE G. LUMABAS
DATE 11/28/2016



PLANS PREPARED BY:

**PARSONS**
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SIGNATURE _____ RCE NO. _____ DATE _____

PREPARED FOR:





**OmniTrans**
Connecting Our Community.

WEST VALLEY CONNECTOR CORRIDOR
SAFE ROUTES TO TRANSIT PROJECT
CITY OF FONTANA
QUANTITIES

CONTRACT NO. MKP15-37	
SCALE	
APPLICABLE FOR FULL SIZE ONLY	
DRAWING NO. Q-005	REV
SHEET NO. 21 OF 22	



SHEET NUMBER(S)	CITY	CURB RAMP (EACH)	DETECTABLE WARNING SURFACE ONLY (EACH)	CROSSWALK (EACH)	DRIVEWAYS/SIDEWALK (SQFT)	BIKE RACK (EACH)
16	POMONA	47	96	51	3,570	11
17	MONTCLAIR	62	14	45	3,780	4
18 & 19	ONTARIO	130	105	15	22,770	12
20	RANCHO CUCAMONGA	0	0	0	6,780	2
21	FONTANA	0	0	0	1,890	2
PROJECT TOTAL		239	215	111	38,790	31

 <p>Know what's below. Call before you dig.</p>	REV	DATE	BY	DESCRIPTION	DESIGNED BY LT/JT/JS DRAWN BY LS CHECKED BY MR/LT IN CHARGE G. LUMABAS DATE 11/28/2016		PLANS PREPARED BY:  PARSONS 3200 EAST QUASTI ROAD, SUITE 200 ONTARIO, CA 91761 PHONE: (909) 218-3600 FAX: (909) 218-3605	PREPARED FOR:  OmniTrans Connecting Our Community.	<p>WEST VALLEY CONNECTOR CORRIDOR SAFE ROUTES TO TRANSIT PROJECT</p> <p>SUMMARY OF QUANTITIES</p>	CONTRACT NO. MKP15-37
										SCALE
										APPLICABLE FOR FULL SIZE ONLY DRAWING NO. Q-006 REV
										SHEET NO. 22 OF 22

ITEM # F2

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: **FISCAL YEAR 2017-2018 SERVICE PLAN**

FORM MOTION

Adopt the Omnitrans Fiscal Year 2017-2018 annual Service Plan.

This item was reviewed by the Plans and Programs Committee at its March 21, 2017 meeting, and recommended to the Board of Directors for approval.

BACKGROUND

Each year, the Service Plan is brought to the Board of Directors as part of the Agency's guiding documents for the upcoming fiscal year.

The Service Plan provides an overview of Omnitrans' service offerings and fare policy for Fiscal Year 2018 (FY2018) including an examination of ridership trends, a description of proposed service changes, projected service levels for each Omnitrans' service and proposed fare structure.

The FY2018 Service Plan maintains Omnitrans existing family of services including Bus Rapid Transit (BRT) called sbX, local and express service branded as Omnitrans, community circulators known as OmniGo and Americans with Disabilities Act (ADA) paratransit service operated as Access.

The FY2018 Service Plan represents the fourth year of Omnitrans' OmniConnects FY2015-2020 Short Range Transit Plan (SRTP). OmniConnects was approved by the Omnitrans Board of Directors in May 2014.

Following four years of phased changes to Omnitrans network including the launch of sbX in FY2014, East Valley service enhancements in FY2015, West Valley enhancements in FY2016, and Freeway Express program enhancements in FY2017, Omnitrans is proposing two minor service changes during FY2018. This proposal does not imply that Omnitrans is satisfied with

the declining ridership, but a realization that transit riders demand stability and reliability after a few years of changes in order to give those changes a chance to mature and for ridership to grow.

Omnitrans proposes two service changes for FY2018:

1. Route 61: Bring high-frequency, high-quality service into Ontario International Airport that provides connections to two Metrolink stations, Foothill Transit, and Riverside Transit Agency bus routes. Funding for this proposal is included in Omnitrans annual budget and funding allocation is being recommended by San Bernardino County Transportation Authority (SBCTA) staff as part of their annual budget.
2. sbX Green Line: Use schedule efficiencies to expand service span by one hour in the morning (proposed starting time of 5:00 A.M.) and by two hours in the evening (proposed last trips departing at 10:00 P.M.). This proposal meets frequent customer requests and can be accomplished with minimal additional marginal cost.

Omnitrans proposes to maintain the existing fare policy into FY2018. Omnitrans last raised fares in September 2014 (FY2015). Omnitrans exceeds minimum farebox recovery rates and Omnitrans' base fare exceeds the fares of our immediate neighbors.

CONCLUSION

By implementing the Service Plan, Omnitrans will position itself to offer improved transportation options for the San Bernardino Valley that will effectively attract and retain existing customers. The plan can be implemented within the constraints of the 2017-18 Omnitrans budget.

PSG:WW:JB

Service Plan 2017-2018



May 3, 2017

Omnitrans

1700 W. Fifth St.

San Bernardino, CA 92411

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1. INTRODUCTION

This report provides an overview of Omnitrans' service offerings and fare policy for Fiscal Year 2017-2018 (FY2018). Section 1 is this Introduction. Section 2 examines Omnitrans ridership trends. Section 3 provides a detailed description of proposed service changes for FY2018. Section 4 details the service levels for each service in Omnitrans' family of services. Section 5 presents Omnitrans' fare structure.

The FY2018 Service Plan represents the fourth year of Omnitrans' OmniConnects FY2015-2020 Short Range Transit Plan (SRTP). OmniConnects was approved by the Omnitrans Board of Directors in May 2014. The update of the OmniConnects SRTP is currently underway and will cover the period of FY2019-2025.







Following four years of phased changes to Omnitrans network including the launch of sbX in FY2014, East Valley service enhancements in FY2015, West Valley enhancements in FY2016, and expansion of freeway express service in FY2017, Omnitrans is generally proposing to maintain services levels in FY2018. This proposal does not imply that Omnitrans is satisfied with the declining ridership experienced over the last year, but recognizes that transit riders demand stability and reliability after a few years of changes in order to give those changes a chance to mature and for ridership to grow. As is the case each year, Omnitrans will continue to monitor performance on individual routes, times and days of the week to make adjustments as warranted. Additionally, Omnitrans is currently working on the next update to the OmniConnects SRTP, which will be the opportunity for more significant network and/or family of service level changes.

Omnitrans' first proposed service change for FY2018 is providing additional service to Ontario International Airport by bringing high-frequency, high-productivity service into the airport with Route 61. This proposal was developed in conjunction with a funding plan moving forward at the San Bernardino County Transportation Authority (SBCTA). Omnitrans also proposes adding service span on the sbX Green Line, adding three operating hours per day with earlier morning service and later evening service. The funding for this comes from scheduling improvements that reallocate existing paid sbX coach operator time to additional revenue service.

The FY2018 Service Plan maintains Omnitrans' existing family of services. The family of services can be seen in Exhibit 1. The family of services includes bus rapid transit (BRT) called sbX, local and express service branded as Omnitrans, community circulators known as OmniGo, Americans with Disabilities Act (ADA) paratransit service operated as Access and specialized community-based mobility options delivered through partnership with Omnitrans' Special Transit Services department.

Omnitrans proposes to maintain the existing fare policy into FY2018. Omnitrans last raised fares in September 2014 (FY2015). OmniConnects' next planned fare increase is in September 2018 (FY2019).

Exhibit 1: Omnitrans Family of Service Offerings

Service	Type	Brand	Image	Description
Fixed Route	Bus Rapid Transit (BRT)	sbX		BRT service mirrors light-rail service with dedicated amenities, stations and significantly reduced travel times while utilizing dedicated BRT buses. sbX utilizes standalone stations with level boarding, pre-paid fares, dedicated lanes, signal prioritization, and limited stop spacing to achieve faster service.
	Local	Omnitrans		Traditional large bus service operating on a set route with a set schedule at defined frequencies. Routes travel in mixed flow traffic with stops placed approximately every 0.2 miles.
	Express	Omnitrans		Freeway bus service using a traditional large bus on a set route with a set schedule and frequency that is designed to connect two or more areas of highly concentrated activity. Route(s) typically travel mostly by freeway and stops are placed several miles apart.
	Community Circulator	OmniGo		Smaller bus service designed to offer lifeline mobility for areas with relatively low population and employment density. OmniGo provides service to key locations within Grand Terrace, Chino Hills and Yucaipa. The service operates in mixed flow traffic with frequent stop placement.
Demand Response	ADA Paratransit	Access		Curb-to-curb service provided to comply with the Americans with Disabilities Act (ADA) that is complementary to fixed-route service, and is provided within ¾-mile of a fixed route. Beyond-the-boundary Access service extends Access past the ¾-mile fixed route boundary to the edge of each JPA member city, for a nominal fee.
Special Transit Services				Omnitrans Special Transit Services offers a variety of mobility services including Travel Training, Volunteer Driver programs, a Lyft & Taxi program, and through many community based partnerships.

2. RIDERSHIP TRENDS

Omnitrans' systemwide ridership has fallen during FY2017. Omnitrans estimates that FY2017 ridership will be 11,537,000, a decline of 9.96% compared to the prior year. This marks the fourth consecutive year of decline as can be seen in Exhibit 2.

There are a myriad of internal and external drivers that have caused this ridership decline, but there is no single driver that explains the entirety of the decline. The FY2017 Service Plan went into detail into the drivers of decline, including: low fuel prices, an improved economy, changed driver's license laws, fares that are slightly higher than immediate neighbors, and changes in transfer patterns resulting in longer, but fewer trips, to name a few.

Exhibit 2: Omnitrans Annual Systemwide Ridership

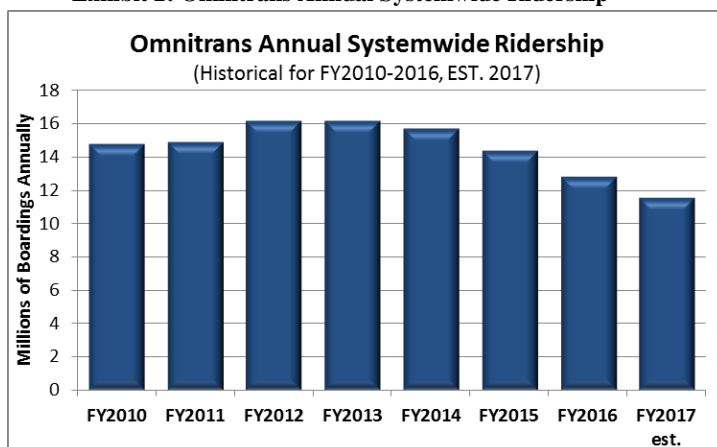
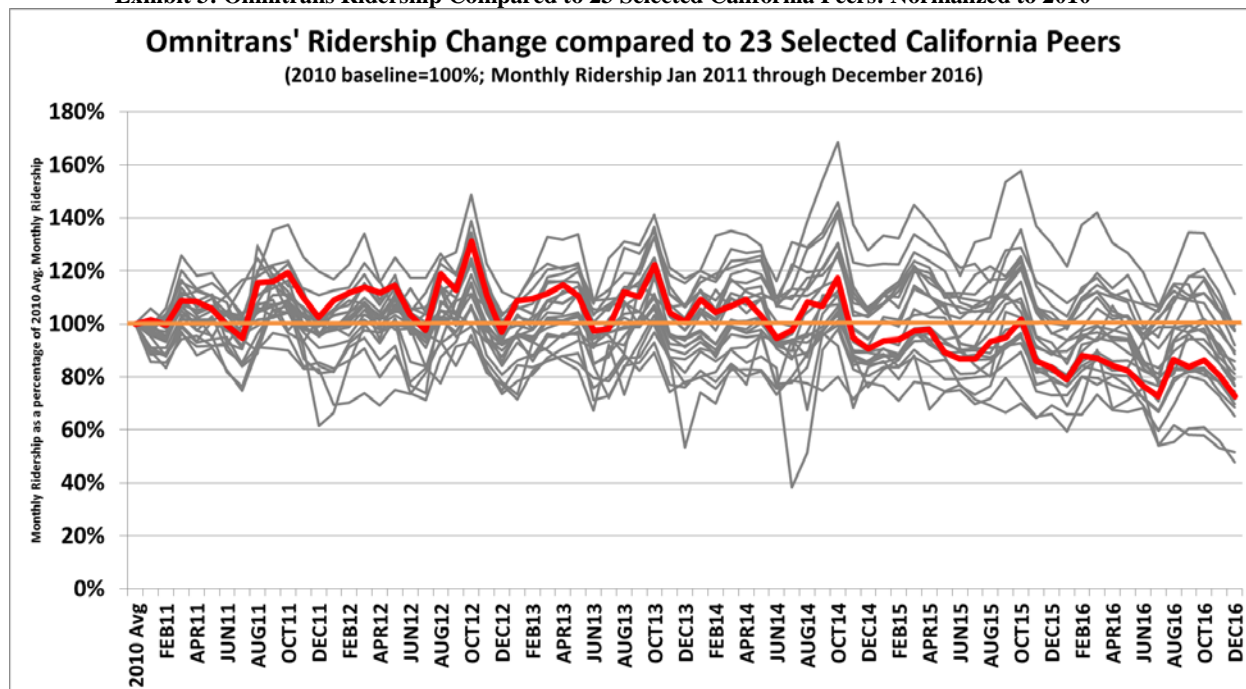


Exhibit 3 shows that the trends that have reduced Omnitrans' ridership have impacted other California peers. The exhibit compares twenty-three agencies monthly ridership levels to their respective 2010 monthly ridership average. Of the 23 agencies, only one agency's most recent data from December 2016 was higher than their 2010 average. The median agency was 79% of their 2010 average. Omnitrans was slightly lower than this at 73%; however, the range for transit agencies was from 48% of their 2010 ridership level to 111% of the 2010 level.

Exhibit 3: Omnitrans Ridership Compared to 23 Selected California Peers: Normalized to 2010



Rather than revisit the same ridership drivers reported in the FY2017 Service Plan, which persisted through FY2017 and are expected to continue into FY2018, this service plan briefly examines some of the changes in-system ridership dynamics.

While ridership at Omnitrans is down, it is not down monolithically. Exhibit 4 shows quarterly ridership for sbX, Freeway Express, regular Local Service, and for Contracted Fixed Route Services which are primarily OmniGo ridership.

As can be seen, sbX ridership continues to grow. FY2017 YTD, sbX ridership is 8.9% higher than it was for the same period a year ago. This exceeds the FY2017 forecasted growth of 4.7%.

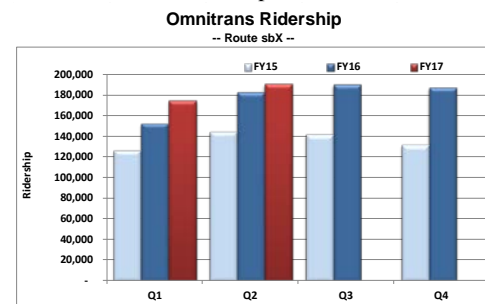
Similarly, Freeway Express service, which is currently Route 215 connecting Downtown San Bernardino to Riverside and Route 290 connecting Downtown San Bernardino, Arrowhead Regional Medical Center, Ontario Mills and Montclair, is up 4.1%. More specifically, Route 290 ridership has grown 93% for September-January FY2017 compared to the same period the prior fiscal year, with average monthly ridership growing to an average of 4,316 per month from 2,238 riders per month.

Both sbX and Freeway Express ridership growth show that investment in higher-quality, more productivity-oriented services can generate ridership growth even during periods of overall ridership decline.

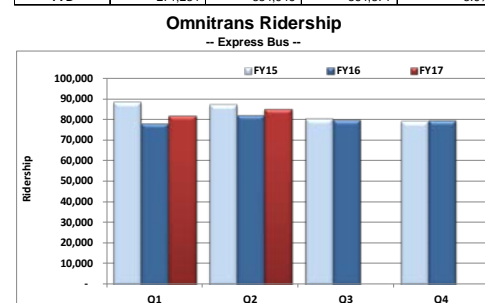
Traditional local bus service and OmniGo neighborhood service both saw significant ridership declines. Local service is down 13.3% compared to the prior year and contracted/OmniGo service is down 12.7%.

Even within the local bus service realm, ridership growth and declines are not uniform across the service area. Exhibit 5 shows a map of ridership growth by route. Green represents ridership gains,

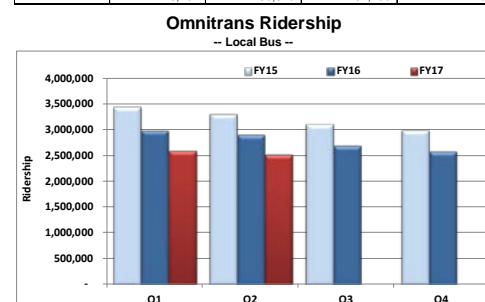
Exhibit 4: Omnitrans Fixed Route Quarterly Ridership



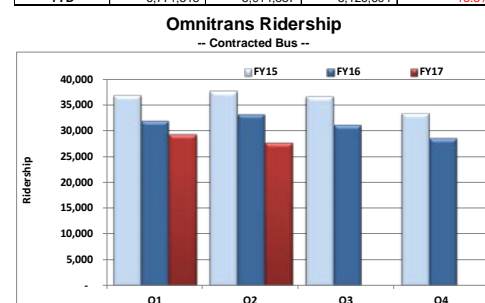
	FY15	FY16	FY17	% Diff
Q1	126,824	152,342	174,437	14.5%
Q2	144,460	182,604	190,434	4.3%
Q3	141,729	190,221	-	n/a
Q4	131,587	187,384	-	n/a
YTD	271,284	334,946	364,871	8.9%



	FY15	FY16	FY17	% Diff
Q1	88,741	78,317	82,126	4.9%
Q2	87,456	82,326	85,107	3.4%
Q3	80,776	79,950	-	n/a
Q4	79,449	79,671	-	n/a
YTD	176,197	160,643	167,233	4.1%



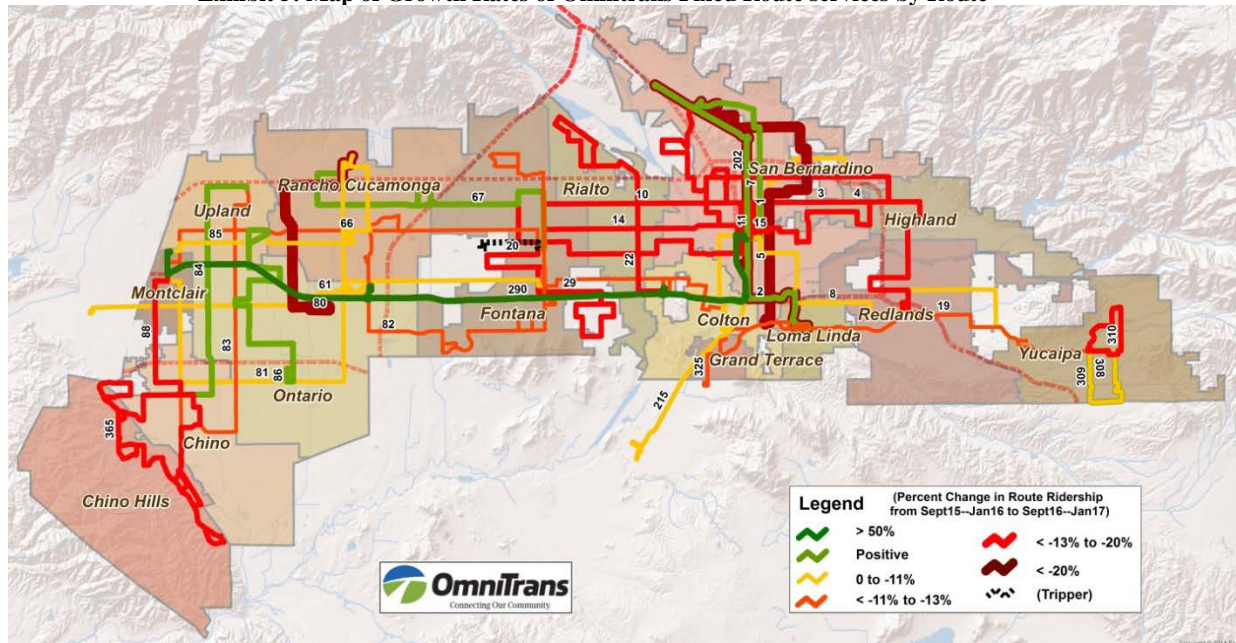
	FY15	FY16	FY17	% Diff
Q1	3,453,766	2,998,015	2,593,648	-13.5%
Q2	3,317,752	2,916,372	2,532,956	-13.1%
Q3	3,118,455	2,711,045	-	n/a
Q4	3,004,913	2,584,589	-	n/a
YTD	6,771,518	5,914,387	5,126,604	-13.3%



	FY15	FY16	FY17	% Diff
Q1	36,998	32,036	29,343	-8.4%
Q2	37,754	33,352	27,721	-16.9%
Q3	36,723	31,214	-	n/a
Q4	33,566	28,687	-	n/a
YTD	74,752	65,388	57,064	-12.7%

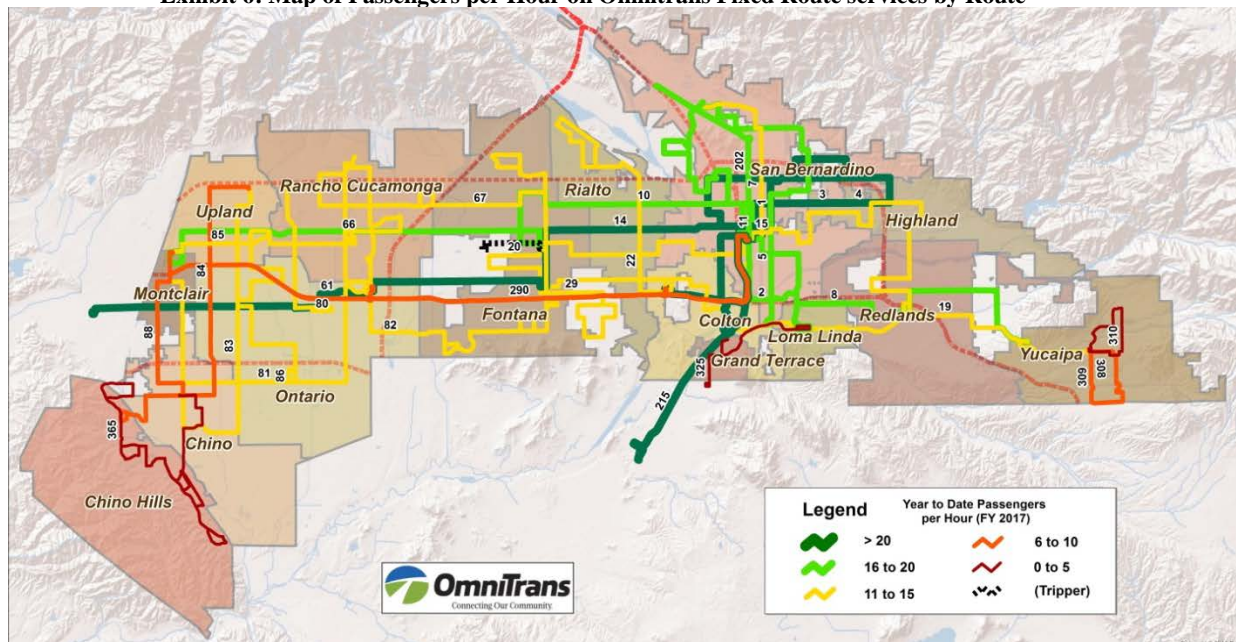
yellow shows declines that are lower than the system average, while orange and red show declines higher than the system average. In the cases of Routes 67, 84, and 86 each route was redesigned and straight lined in FY2016, which shows the merit of the approach.

Exhibit 5: Map of Growth Rates of Omnitrans Fixed Route services by Route



Unfortunately, the routes with higher growth, are lower ridership routes which can be seen in Exhibit 6, where green represents more riders per hour of service provided and red means less riders per hour. Generally, the lower ridership, more recently redesigned routes have seen more growth, while some of the higher ridership long-established routes have seen greater declines.

Exhibit 6: Map of Passengers per Hour on Omnitrans Fixed Route services by Route

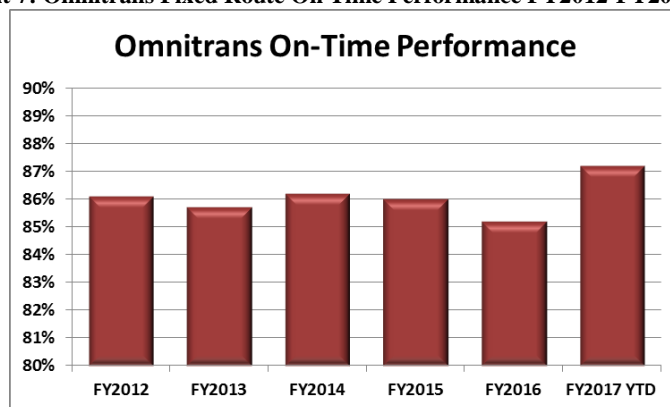


As Omnitrans staff works on the next Short-Range Transit Plan, these trends—along with the needs of the community expressed through rider and stakeholder meetings—will help develop planned network level service changes.

During the last year, while ridership has declined, Omnitrans has focused on cost reduction measures (CNG Fueling, Medi-Cal reimbursement, etc.) and reliability improvements so that the Agency is in better position to attract and retain riders when the broad level trends change.

The Operations and Marketing & Planning Departments have focused on improving on-time performance (OTP) as a key reliability indicator. During FY2017, OTP has increased to 87.2% on-time, which is the highest rate Omnitrans has delivered since transitioning to automated technology based OTP reporting. In FY2016, OTP was 85.2%.

Exhibit 7: Omnitrans Fixed Route On Time Performance FY2012-FY2017



Omnitrans’ schedulers focused on improving transfer connectivity throughout the service area. While transfer connectivity does not impact bus runtimes, transfer times can have a tremendous impact on passenger travels. The impact is even larger on perceived travel time, as transfer times are often viewed as truly “dead time” during which a passenger is making no progress to their final destination. The schedulers improved transfer connectivity at Montclair Transit Center, Chino Transit Center, San Antonio Community Hospital, Chaffey College, Fontana Transit Center, San Bernardino Transit Center, Crafton Hills College, and the VA Hospital in Loma Linda.

Similarly, the scheduling team worked to improve connection at school bell times based on feedback from students, teachers and administrators. Improvements were made for service at or near Colony High School, Summit High School, Kaiser High School, Redlands High School, Redlands East Valley High School, and Chino Hills High School.

Staff has also vigilantly tracked improvements in travel times. For instance, Route 66 service on Foothill had seen an 8% improvement in runtimes on Saturdays. This improvement allowed for the elimination of one bus on Route 66 on Saturdays. These resources were then reallocated to meet one of the most common service requests—additional morning and evening service span on trunk routes.

While these types of service enhancements are subtle and will not directly attract new riders, they will be important enhancements to retain riders when broad transit trends change.

In order to weather recent ridership declines, Omnitrans has focused on cost reduction strategies designed to mitigate increases in net operating subsidy per passengers that would occur from a decline in ridership alone. These cost reduction strategies include:

- Transition to CNG pipeline fuel instead of LCNG in order to significantly reduce fuel costs
- Once transition to pipeline fuel is complete, participating in the Low Carbon Fuel Standards Credit to use renewable fuel and sell resulting credits
- Transition of Access fleet from gasoline to CNG to take advantage of cost reduction strategies above in addition to the inherent CNG vs. gasoline savings.
- Medi-Cal reimbursement program, which offsets between \$1.0-\$1.5 million in Access cost per year
- Reduction in overtime to utilize of changes in the most recent round of Omnitrans represented employee contracts

The focus on these cost reduction strategies are key to sustainable transit even with ridership declines. Alternatively, cutting service will only bring about further ridership declines, creating the pressure to reduce revenue service again, thereby further reducing ridership and moving farther away from regional sustainability goals. If, then the economy starts to falter and/or fuel prices rise, service levels will have been degraded and Omnitrans will not be in a position to attract riders, thus losing the opportunity to reverse trend.

3. SUMMARY OF PROPOSED SERVICE CHANGES

Omnitrans proposes two minor additions to service during FY2018. The first is increasing the frequency of service to Ontario International Airport (ONT) by providing service on Route 61 in addition to existing service on Route 80. The second is implementing scheduling efficiencies to add span to the sbX Green Line.

3.1 ROUTE 61 INTO ONTARIO INTERNATIONAL AIRPORT

In September 2016 (FY2017), Omnitrans returned local bus service to the terminal area of Ontario International Airport with hourly service on Route 80. Route 80 was selected because it could be implemented within the approved FY2017 budget as a cost-neutral change. Route 61 provided 15-minute service on Airport BDrive which is adjacent to but outside the terminal area. Since the September service change, Omnitrans' ridership activity has increased both at airport terminal stops and on Airport Drive, as can be seen in Exhibit 8 below. However, as shown below, 75-85% of the ridership activity for the airport area remains on the street at the Route 61 bus stops, 0.3 mile from the terminals.

Omnitrans recommends modifying Route 61 service to enter Terminal Way serving Terminals 2 and 4 with 15 minute service to the east and west. This is consistent with multiple regional plans and goals. A survey in the ongoing Intercounty Study being conducted by SCAG on behalf of Metro and SBCTA identified Improved Transit Access to ONT as the most important transit improvement for the study area. Improvements on Route 61 would connect ONT with two Metrolink stations (Downtown Pomona and Fontana). Perhaps more importantly, Route 61 connects with several Foothill Transit routes at the Pomona Transit Center, which allows for high-quality/high-frequency bus service to ONT from bus routes serving the San Gabriel Valley. It also provides connections to Riverside Transit Agency (RTA) CommuterLink service. Ultimately, this proposed change to Route 61 follows the same path the Agency proposed with the future West Valley Connector rapid transit service.

In order to implement this change to Route 61, Omnitrans reached out to SBCTA for the additional funding needed, which would impact the FY2018 Operating and Capital Budget compared to the existing SRTP. On the operating side, Omnitrans sought \$400,000 in additional annual operating funds. On the capital side Omnitrans sought \$700,000 to acquire one additional vehicle. SBCTA was receptive to

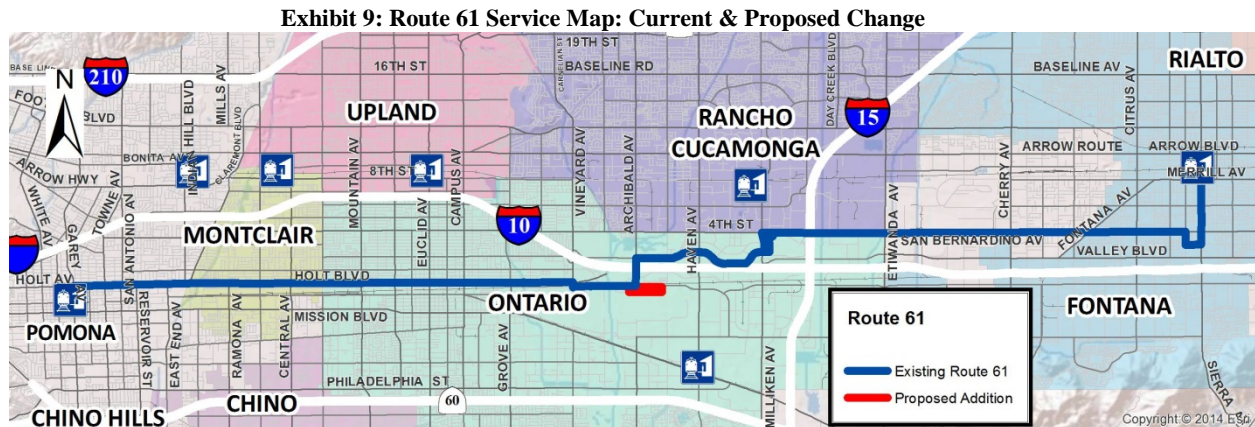
Exhibit 8: Recent Boardings & Alightings at Ontario International Airport

Omnitrans' ONT Airport Area Boardings & Alightings (Average Weekday by Month)						
		Aug	Sep	Oct	Nov	Dec
Terminal Way (Route 80 at Terminals 2 & 4)	Ons	0	1	4	6	14
	Offs	0	2	3	4	8
Airport Dr (Routes 61 & 80 on street)	Ons	9	10	32	42	43
	Offs	11	10	32	26	46
Combined (At Terminal & on street)	Ons	9	12	35	48	57
	Offs	11	12	35	30	54
Share on Airport Dr	Ons	100%	89%	90%	88%	75%
	Offs	100%	85%	90%	86%	85%

Note: Route 80 Service into the Airport began in September 2016; Some activity outside of the airport is now transfer activity between 61 & 80.

including both allocations in the FY2018 budget.

Exhibit 9 below shows Route 61, currently in blue, and what appears to be a small addition to Route 61 in red. This red box is the approximately 2-mile one way loop at ONT. While this addition may appear small on the map, it equates to approximately 80,000 additional annual revenue miles given the 15-minute frequency of Route 61.



3.2 SBX GREEN LINE SPAN

During customer listening sessions at the San Bernardino Transit Center and while interacting with customers on the sbX Green Line, one reoccurring request occurs more often than all others: “Expand service span on sbX so that riders can utilize this high-quality, high-frequency service earlier in the morning and later in the evening.” Omnitrans proposes starting service one hour earlier at 5:00 A.M. and adding service two hours later, until 10:00 P.M.

Increasing service span for the sbX Green Line accomplishes many objectives. First, when the Metrolink extension opens at the San Bernardino Transit Center, the proposed Green Line span extension provides connections to five additional one-way train trips. The added span also allows for greater connectivity from residential areas to employment centers available through the Omnitrans’ network of routes for warehouse and fulfillment center employee shifts. Finally, an extended evening span provides sbX riders with greater access to entertainment options such as Regal Cinema in downtown, Hospitality Lane dining, or returning from baseball games at San Manuel Stadium.

Exhibit 10: Proposed Change to sbX Service Span (Changes noted in red)

sbX Service Span and Frequency			
		Current	Proposed
AM	1:00		
	2:00		
	3:00		
	4:00		
	5:00		30 minute
	6:00	10 minute	10 minute
	7:00	10 minute	10 minute
	8:00	10 minute	10 minute
	9:00	10 minute	10 minute
	10:00	15 minute	15 minute
PM	11:00	15 minute	15 minute
	12:00	15 minute	15 minute
	1:00	15 minute	15 minute
	2:00	15 minute	15 minute
	3:00	10 minute	10 minute
	4:00	10 minute	10 minute
	5:00	10 minute	10 minute
	6:00	10 minute	10 minute
	7:00	15 minute	15 minute
	8:00	15 minute	15 minute
	9:00		20 minute
	10:00		20 minute
	11:00		

While evaluating these changes, Omnitrans realized that these service span increases could be accomplished with little additional cost. sbX operators currently work an average of approximately 37 hours per week in revenue service; however, the contract offers a 40 hour weekly guarantee. By scheduling the guarantee hours to provide service, Omnitrans can accomplish the additional service with no additional coach operator expense. The only marginal cost of adding service is fuel and mileage based preventative maintenance. These costs account for less than \$20,000 in additional annual operating costs, despite adding 3,000 hours, which is an incremental hourly rate of less than \$7 per hour. With this low cost, the ability to further leverage the capital investment in sbX makes the expansion of sbX span a high return on investment service enhancement.

4. PROPOSED FY2018 SERVICE

OmniTrans proposes no significant changes to the overall family of services that OmniTrans offers. The family of services can be seen in Exhibit 1 and includes the sbX BRT, local and freeway express routes, OmniGo community circulators and Access ADA paratransit service. Each of the family of services' projected service level, ridership and fare revenue are provided in the sections below. Additionally, systemwide characteristics are forecasted.

As described in Section 3 of this report, OmniTrans proposes two minor service changes during FY2018. The service changes are deemed minor because they do not impact more than 25% of any route's hours, miles or ridership. As a result, no public hearing or Title VI evaluation is necessary.

The first proposed change is bringing Route 61 service into the Ontario International Airport. In FY2017, OmniTrans reintroduced transit into Ontario International Airport with the Route 80. However, Route 80 only provides hourly service to the airport and does not offer direct transfer connections to Metrolink stations or neighboring transit operators. Bringing Route 61 into the airport, instead of operating just outside the airport, adds connections to two Metrolink stations and connectivity to Foothill Transit and Riverside Transit Agency routes. This services adds approximately \$400,000 of annual operating cost and a one-time bus acquisition cost of \$700,000. OmniTrans requested and was granted funding from the San Bernardino County Transportation Agency (SBCTA) to add this service.

The second proposed change is to extend the service span on the sbX Green Line. Currently, sbX operates from 6:00 A.M. to 8:00 P.M. This proposed service enhancement increases the span by one hour in the morning and two hours in the evening. OmniTrans shall fund this with scheduling efficiencies leaving only small marginal fuel costs for the additional service.

In general, these two increases add approximately 1% to OmniTrans scheduled service hours and 1.5% to OmniTrans scheduled miles. Counteracting these two changes, the day mix of FY2018 differs from FY2017, which reduces the number of annual weekdays by three weekdays. This reduces hours and miles, as service on Saturday is about half of weekday and on Sunday it is about one-third.

During the year, OmniTrans will continue to monitor ridership levels and other performance characteristics of each service type and of each route to adjust to changes in demand. This monitoring program, including the key performance indicators, goals and thresholds, are identified in the OmniConnects Short-Range Transit Plan.

4.1 SYSTEMWIDE SERVICE

Systemwide service characteristics are the summation of the Fixed Route, sbX, and Access service characteristics provided in the sections below. Traditional fixed route service dominates systemwide service characteristics because 72% of OmniTrans' FY2018 revenue hours are directly operated 40-foot bus service, compared to 5% for sbX, 3% for OmniGo contracted fixed route service, and 20% for ADA paratransit service. From a ridership perspective, traditional

fixed route service dominates the service characteristics by an even larger share, accounting for 88% of boardings compared to 7% for sbX, 1% for OmniGo and 4% for Access.

Exhibit 11 shows that Omnitrans' total revenue hours during FY2018 are projected to remain effectively flat compared to FY2017. The slight increase in hours and miles is from the expansion of sbX service span and the addition of Ontario International Airport as a destination on Route 61. Additionally, Omnitrans added freeway express service on Routes 208 and 290 partway through FY2017, so FY2018 shows the full impact of these additions. Since sbX and freeway express service operates faster than local service, revenue miles growth of 1.4% exceeds that of revenue hours growth of 0.9%.

Ridership is anticipated to fall 6.9% to 10.7 million riders in FY2018 which is primarily attributable to the continuation of the 8.5% ridership decline that Southern California bus operators have experienced on average over the last twelve months. Despite the decline in ridership overall, the family of services sees varying growth rates ranging from positive growth of 5.6% on sbX to a decline of 8.2% on traditional local service. Similar to ridership, fare revenue is projected to reach \$12.3 million during FY2018, a decline of 6.4%.

Exhibit 11: System-wide Service Characteristics Summary

System Total (in Thousands except vehicles and ratios)		Actuals					Year-End Estimate	Projection	Percent Change
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2018
Financial	Fare Revenue	\$ 14,930	\$ 14,738	\$ 14,773	\$ 15,406	\$ 14,193	\$ 13,155	\$ 12,315	-6.4%
Operating Data	Revenue Miles	10,851	10,866	10,861	11,185	11,320	11,148	11,306	1.4%
	Total Miles	12,019	12,073	12,258	12,587	12,741	12,394	12,584	1.5%
	Revenue Hours	796	797	800	822	831	843	850	0.9%
	Total Hours	868	870	871	893	900	907	916	1.0%
	Passengers	16,152	16,146	15,689	14,391	12,813	11,538	10,737	-6.9%
Fleet Data	Peak Revenue Fleet	241	241	252	246	248	250	251	0.4%
	Spare Fleet	36	36	39	37	32	31	31	0.0%
	Total Fleet	275	275	289	283	278	281	282	0.4%
Key Stats	Passengers per Hour	20.3	20.3	19.6	17.5	15.4	13.7	12.6	-7.7%

Omnitrans' peak fleet is forecasted to grow by one vehicle during the year due to the additional vehicle necessary to serve Ontario International Airport with Route 61.

Omnitrans systemwide productivity is estimated to fall to 12.6 passengers per hour in FY2018 from 13.7 passengers per hour in FY2017. This is the continuation of the five-year trend that has seen ridership decline as fuel prices fell and Omnitrans raised fares in FY2015.

4.2 FIXED ROUTE DIRECTLY OPERATED SERVICE

Directly operated fixed route services include Omnitrans' local and freeway express bus routes. These services account for 72% of Omnitrans' hours of revenue service and 88% of Omnitrans' annual ridership.

Omnitrans' goal is to have 65% of fixed route service designated as productive service and 35% designated as coverage service. Coverage service provides lifeline service to communities that would not have bus service otherwise. Productive service is made up of trunk routes along major arterial corridors that operate higher frequencies. Proposed additions on Route 61 and the sbX

Green Line are both additions to Omnitrans' productive service profile. In the last three years, we have moved from a 45%/55% productivity/coverage split, to a 53%/47% split. Omnitrans' current system map is provided in Exhibit 13.

Service frequency on productivity-oriented service is every 15 or 20 minutes. Depending on ridership levels, coverage service is offered at service frequencies of every 30 or 60 minutes. Omnitrans' weekday span of fixed route service is from 3:33 A.M. until 11:26 P.M., but varies by route. During FY2018, Omnitrans proposes no significant change in service frequency or service span for the system.

Exhibit 12 shows that revenue hours edge up slightly from 606,000 hours to 609,000 hours, an increase of 0.5%. Revenue miles are anticipated to grow by 1.2% to 8.05 million miles in FY2018.

Exhibit 12: Directly Operated Fixed Route Service Characteristics Summary

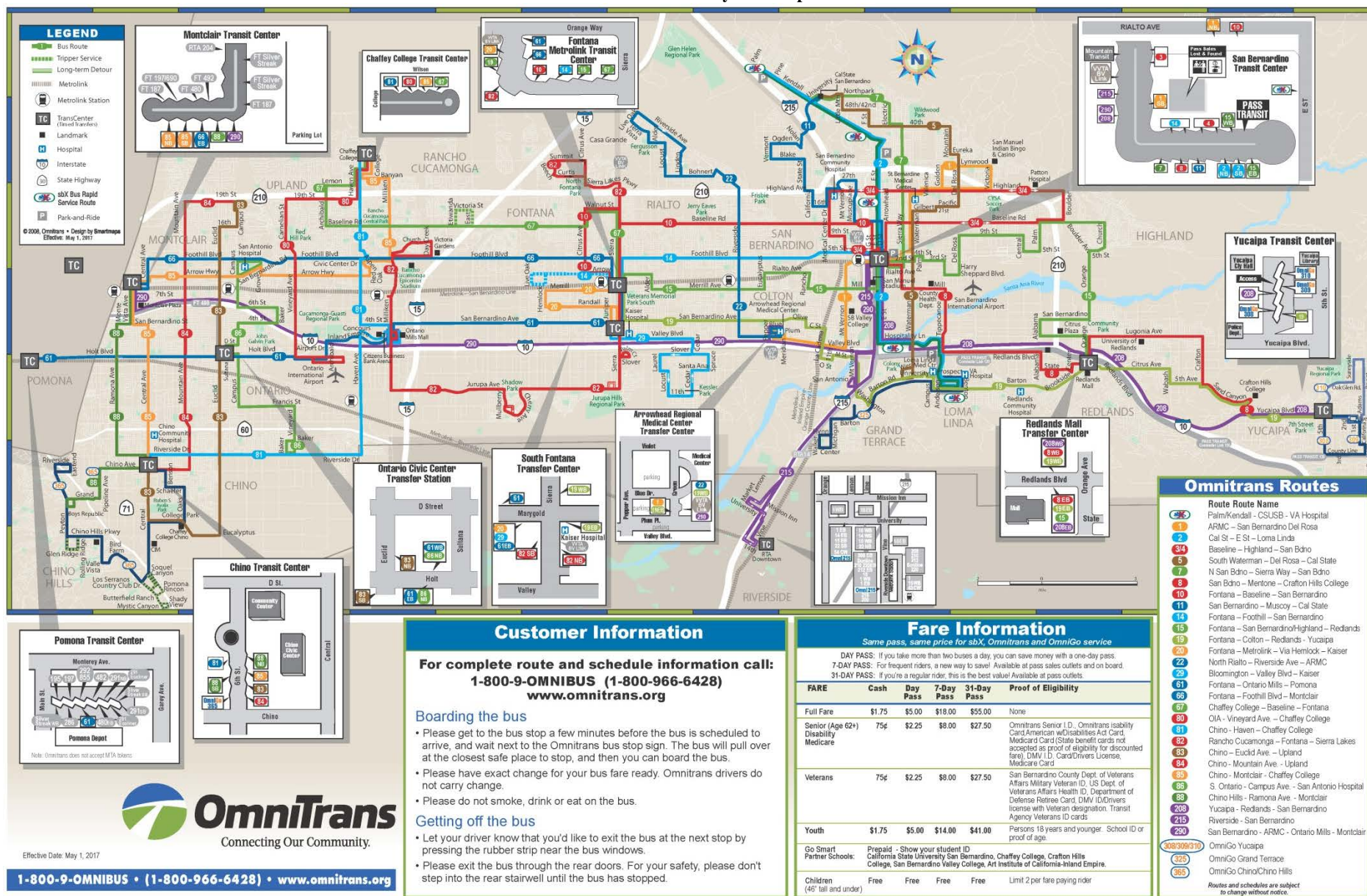
Motor Bus Directly Operated (MBDO) Excludes sbx (in Thousands except vehicles and ratios)		Actuals					Year-End Estimate	Projection	Percent Change
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2018
Financial	Fare Revenue	\$ 13,249	\$ 13,031	\$ 12,972	\$ 12,920	\$ 11,838	\$ 10,750	\$ 9,870	-8.2%
Operating Data	Revenue Miles	7,550	7,491	7,506	7,468	7,788	7,958	8,053	1.2%
	Total Miles	8,137	8,074	8,087	8,020	8,390	8,569	8,685	1.4%
	Revenue Hours	585	587	589	582	596	606	609	0.5%
	Total Hours	612	613	615	607	622	633	637	0.6%
	Passengers	15,523	15,510	14,962	13,232	11,541	10,238	9,400	-8.2%
Fleet Data	Peak Revenue Fleet	136	136	136	131	133	135	136	0.7%
	Spare Fleet	27	27	27	27	27	26	26	0.0%
	Total Fleet	163	163	163	158	158	161	162	0.6%
Key Stats	Passengers per Hour	26.5	26.4	25.4	22.7	19.4	16.9	15.4	-8.6%

The total number of passengers carried on directly operated fixed route service is projected to fall 8.2% from 10.2 million passengers to 9.4 million. This trend is driven by the same factors which have caused ridership declines averaging 8.5% throughout Southern California transit operators over the last year. Fare revenue exactly follows ridership levels as Omnitrans anticipates maintaining the \$1.05 average fare that has been in place in FY2017.

4.3 FIXED ROUTE PURCHASED TRANSPORTATION SERVICE

Omnitrans provides approximately 4% of fixed route service with the same contractor that operates Omnitrans' Access Service: MV Transportation, Inc. Omnitrans uses purchased transportation to provide two types of fixed route service: 1) OmniGo community circulator service in Chino Hills, Grand Terrace and Yucaipa; and, 2) weekend service on routes that consistently have low weekend loads including Route 20 in Fontana and Route 29 in Bloomington. The use of purchased transportation on weekends is designed to match a smaller cutaway vehicle with a 16-18 passenger capacity to routes that rarely see more than 16 passengers on board at one time. OmniGo is a neighborhood shuttle service that uses these same smaller vehicles in regular fixed route service.

Exhibit 13: Omnitrans System Map



As seen in Exhibit 14, revenue and total hours and miles are expected to remain effectively flat during FY2018. Contracted fixed route service is expected to provide 27,000 hours of revenue service and 372,000 miles of service. While the table shows a slight decline, this has more to do with day mix during the year and rounding at hours/miles levels.

Ridership on this service is expected to decline 8.5% to 107,000 riders per year. Declines projected remain in line with recent ridership trends for transit operators throughout California.

Exhibit 14: Purchased Transportation Fixed Route Service Characteristics Summary

Motor Bus Purchased Transportation (MBPT) (In Thousands except vehicles and ratios)		Actuals					Year-End Estimate	Projection	Percent Change
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2018
Financial	Fare Revenue	\$ 110	\$ 122	\$ 149	\$ 154	\$ 136	\$ 127	\$ 116	-8.5%
Operating Data	Revenue Miles	360	370	370	373	376	377	372	-1.3%
	Total Miles	417	434	434	437	440	442	441	-0.3%
	Revenue Hours	27	28	28	28	28	28	27	-1.8%
	Total Hours	29	30	30	30	30	30	30	-1.1%
	Passengers	150	145	157	145	127	117	107	-8.5%
Fleet Data	Peak Revenue Fleet	7	7	7	7	7	7	7	0.0%
	Spare Fleet	3	3	3	3	3	3	3	0.0%
	Total Fleet	10	10	10	10	10	10	10	0.0%
Key Stats	Passengers per Hour	5.5	5.2	5.7	5.2	4.6	4.2	3.9	-6.8%

Productivity for purchased fixed route service is projected to reach 3.9 passengers per hour. This is considerably less than the 15.4 passengers per hour expected on directly operated fixed route service, but is also a strong improvement over the 2.8 passengers per hour on the demand-responsive OmniLink service that OmniGo replaced.

4.4 SBX SERVICE

During FY2016, sbX ridership experienced 30.8% growth compared to its initial year of service. In FY2017, sbX continued to grow, with a growth rate of 8.9% fiscal year-to-date through January, which exceeds the 4.9% forecasted growth rate for sbX from the FY2017 Service Plan. Based on the proposed increase in service span described in Section 3 of this report, sbX ridership is projected to grow 5.6% to 795,000 riders during the year. While these 795,000 annual boardings equate to 3,130 per average weekday, which remain below pre-revenue service projections, they do mark a 47.6% average daily ridership increase compared to full opening year ridership levels.

Exhibit 15: sbX Service Characteristics Summary

Bus Rapid Transit (BRT) sbX (Not included in MBDO)		Actuals					Year-End Estimate	Projection	Percent Change
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2018
Financial	Fare Revenue			\$ 42	\$ 550	\$ 465	\$ 529	\$ 558	5.6%
Operating Data	Revenue Miles			102	567	569	564	606	7.5%
	Total Miles			110	618	622	619	663	7.1%
	Revenue Hours			6	36	37	38	41	7.5%
	Total Hours			7	38	39	40	43	8.4%
	Passengers			73	545	712	754	795	5.6%
Fleet Data	Peak Revenue Fleet			11	12	12	12	12	0.0%
	Spare Fleet			3	2	2	2	2	0.0%
	Total Fleet			14	14	14	14	14	0.0%
Key Stats	Passengers per Hour			11.5	15.2	19.3	19.8	19.5	-1.8%

sbX ridership should also benefit from the extension of Metrolink into the San Bernardino Transit Center, anticipated in early FY2018. While the incremental ridership from this extension was in the initial sbX ridership forecasts, Omnitrans staff prefers to take a conservative approach and not estimate additional ridership or fare revenue from this improved multi-modal connection until it is actually established. The sbX service projections can be seen in Exhibit 15.

Revenue hours on sbX are projected to grow to 41,000 hours, up 7.5% compared to FY2017. This growth occurs as Omnitrans proposes increasing the span of sbX service. Currently, morning service starts at 6:00 A.M., and this service plan proposes adding trips at 5:00 A.M. and 5:30 A.M. Currently, the last evening trip departs at 8:00 P.M. and this service plan proposes extending that to 10:00 P.M. As explained in Section 3 of this report, coach operator scheduling efficiencies allow for the increase, with the only marginal cost being fuel and parts for regular vehicle maintenance.

4.5 COMBINED FIXED ROUTE SERVICE

Omnitrans' combined fixed route service is the summation of directly operated fixed route, fixed route purchased transportation and sbX. Omnitrans anticipates offering 9.0 million revenue miles and 677,000 hours of fixed route service during FY2018. This is an increase of 1.5% and 0.8% respectively. Details can be seen in Exhibit 16.

**Exhibit 16: Total Fixed Route Service Characteristics Summary
including Directly Operated, Purchased Transportation and sbX**

Total Fixed Route (in Thousands except vehicles and ratios)		Actuals					Year-End Estimate	Projection	Percent Change
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2018
Financial	Fare Revenue	\$ 13,359	\$ 13,153	\$ 13,163	\$ 13,624	\$ 12,439	\$ 11,406	\$ 10,545	-7.5%
Operating Data	Revenue Miles	7,910	7,861	7,978	8,408	8,733	8,899	9,031	1.5%
	Total Miles	8,555	8,508	8,630	9,076	9,452	9,630	9,789	1.6%
	Revenue Hours	612	614	623	646	661	672	677	0.8%
	Total Hours	641	642	651	675	691	703	710	1.0%
	Passengers	15,674	15,655	15,192	13,922	12,380	11,109	10,303	-7.3%
Fleet Data	Peak Revenue Fleet	143	143	154	150	152	154	155	0.6%
	Spare Fleet	30	30	33	32	32	31	31	0.0%
	Total Fleet	173	173	187	182	182	185	186	0.5%
Key Stats	Passengers per Hour	25.6	25.5	24.4	21.6	18.7	16.5	15.2	-8.0%

Ridership is projected to reach 10.3 million riders in FY2017, which is a 7.3% ridership decline. Productivity follows the same trend, falling 8.0% to 15.2 passengers per revenue hour.

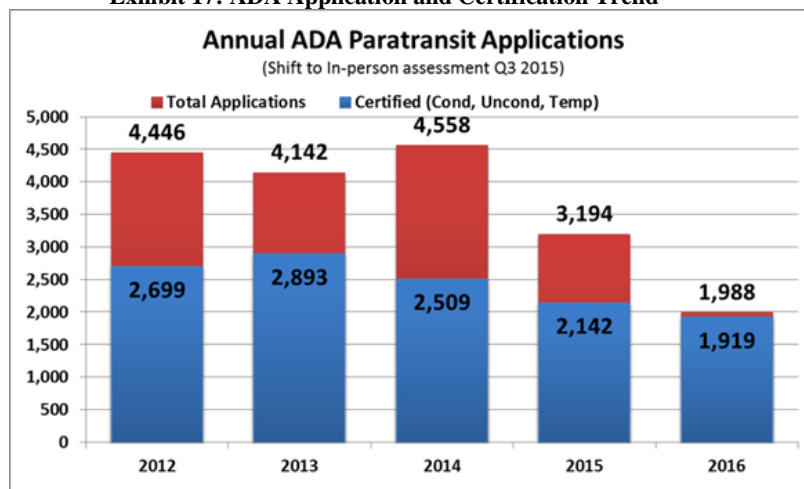
4.6 ACCESS SERVICE – ADA PARATRANSIT SERVICE

Access is public, pre-scheduled service that provides curb-to-curb service upon request to people who are unable to use Omnitrans fixed-route bus service due to a physical or cognitive disability. Access service is complementary to fixed-route service which means it provides Americans with Disabilities Act (ADA) eligible riders with service within ¼-mile of a fixed route.

There are no specific recommended changes to Access services during FY2018. Omnitrans' Special Transit Services Department has implemented several programs which have mitigated growth on Access including travel training, a series of community partnerships, volunteer driver programs and Lyft/taxi partnerships.

Over the last two years, the Access eligibility process has changed to an in-person interview. As a result, total applications and certifications have been reduced as can be seen in Exhibit 17. Additionally, some of this change has been redirected from Access to CTSA offerings. While application volume and ridership do not directly track, the eligibility process has helped reduce ridership on Omnitrans' most expensive and most heavily subsidized service. As this application process has worked through the system, the annualized impact is expected to wane, which will cause a slight uptick in ridership during FY2018.

Exhibit 17: ADA Application and Certification Trend



Ridership on Access is projected to increase 1.2% during FY2018, driven by the continued aging of the population within Omnitrans service area. Since service characteristics such as revenue hours and revenue miles on Access are demand-driven and determined by ridership levels, Access' service characteristics follow the ridership trend, with hours and miles expected to increase by 1.2% each. Exhibit 18 below shows the estimated service characteristics for Access during FY2018.

Exhibit 18: Access Service Characteristics Summary

Access (in Thousands except vehicles and ratios)		Actuals					Year-End Estimate	Projection	Percent Change
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2018
Financial	Fare Revenue (Excluding Medi-Cal)	\$ 1,532	\$ 1,551	\$ 1,578	\$ 1,778	\$ 1,754	\$ 1,749	\$ 1,770	1.2%
Operating Data	Revenue Miles	2,845	2,918	2,800	2,767	2,587	2,249	2,275	1.2%
	Total Miles	3,346	3,456	3,510	3,494	3,290	2,764	2,796	1.2%
	Revenue Hours	177	176	171	175	170	171	173	1.2%
	Total Hours	218	218	211	216	209	204	206	1.2%
	Passengers	459	473	479	467	434	429	434	1.2%
Fleet Data	Peak Revenue Fleet	95	95	95	96	96	96	96	0.0%
	Spare Fleet	6	6	6	5	-	-	-	0.0%
	Total Fleet	101	101	101	101	96	96	96	0.0%
Key Stats	Passengers per Hour	2.6	2.7	2.8	2.7	2.5	2.5	2.5	0.0%

5. FARE STRUCTURE

In FY2018, Omnitrans maintains the fare policy and structure that was put in place by the fare change implemented in September 2014 (FY2015).

The OmniConnects Short-Range Transit Plan's next fare increase is scheduled for September 2018 (FY2019). This fare increase will be evaluated in the update of OmniConnects that has begun and is expected to be completed in late FY2018.

Omnitrans can continue to maintain current fare as the Agency's farebox recovery rate of 23.83% exceeds the mandated minimum of 20% for general public services (Fixed Route, Express, OmniGo & sbX) and 31.17%, which exceeds the mandated minimum of 10% for specialized transit services (Access). The Access farebox rate has grown considerably over time due to growth from the Medi-Cal reimbursement program. Furthermore a fare increase in FY2018 would exacerbate ongoing ridership declines.

Omnitrans current fares are slightly higher than neighboring transit agencies. Riverside Transit Agency's base fare is \$1.50 and Foothill Transit's base fare of \$1.25, is scheduled to increase to \$1.50 in September. Omnitrans' current base fare is in line with the largest southern California operators with LA Metro at \$1.75 and OCTA at \$2.00.

Exhibit 19 and Exhibit 20 below provide details of Omnitrans FY2018 fare structure.

Exhibit 19: Fixed Route Fares

	Full-Fare	Senior/Disability/Medicare	Youth	Veteran
31-Day	\$ 55.00	\$ 27.50	\$ 35.00	\$ 27.50
7-Day	\$ 18.00	\$ 8.00	\$ 11.00	\$ 8.00
1-Day				
Individually	\$ 5.00	\$ 2.25	n/a full-fare	\$ 2.25
Packs of Ten	\$ 45.00	\$ 20.25	n/a full-fare	\$ 20.25
Cash/Ticket*	\$ 1.75	\$ 0.75	n/a full-fare	\$ 0.75
Free Rides	MetroLink Transfers: Free to rider; SCRRRA pays one-half base fare for each boardings with a MetroLink ticket/pass; RCTC pays a half base fare for Metrolink transfers on Rt. 215. Children: Height < 46"; limit 2 free per fare paying riders Personal Care Attendant: Accompanying a ADA Rider; Omnitrans Employees and Family Members: With Employee/Family ID; RTA Employees and Family Members: With Employee/Family ID; and, LA Metro, Foothill Transit, & OCTA Employees: With Employee ID Promotional Fares.			
Go Smart Fare	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 ID card as proof of fare.			

*1-Way ticket available for full fare only, minimum purchase quantity is 500 tickets.

Exhibit 20: Access Fares

	Cash	Beyond ADA Boundary
1-3 zone	\$ 3.25	\$ 8.25
4 zone	\$ 4.25	\$ 9.25
5 zone	\$ 5.25	\$ 10.25
6 zone	\$ 6.25	\$ 11.25



OmniTrans

**2017
2018**

SERVICE PLAN

**JEREMIAH BRYANT
SERVICE PLANNING MANAGER
MAY 3, 2017**



Service Plan

BACKGROUND/INTRO

OmniConnects FY2015-2020 SRTP

4th Year Implementation

Board Adopted May 2014

Four Consecutive Years of Change

Modest changes proposed for FY2018 while FY2019-2025 SRTP is developed.

Opportunity to use efficiencies for expansion

Focus on reliability

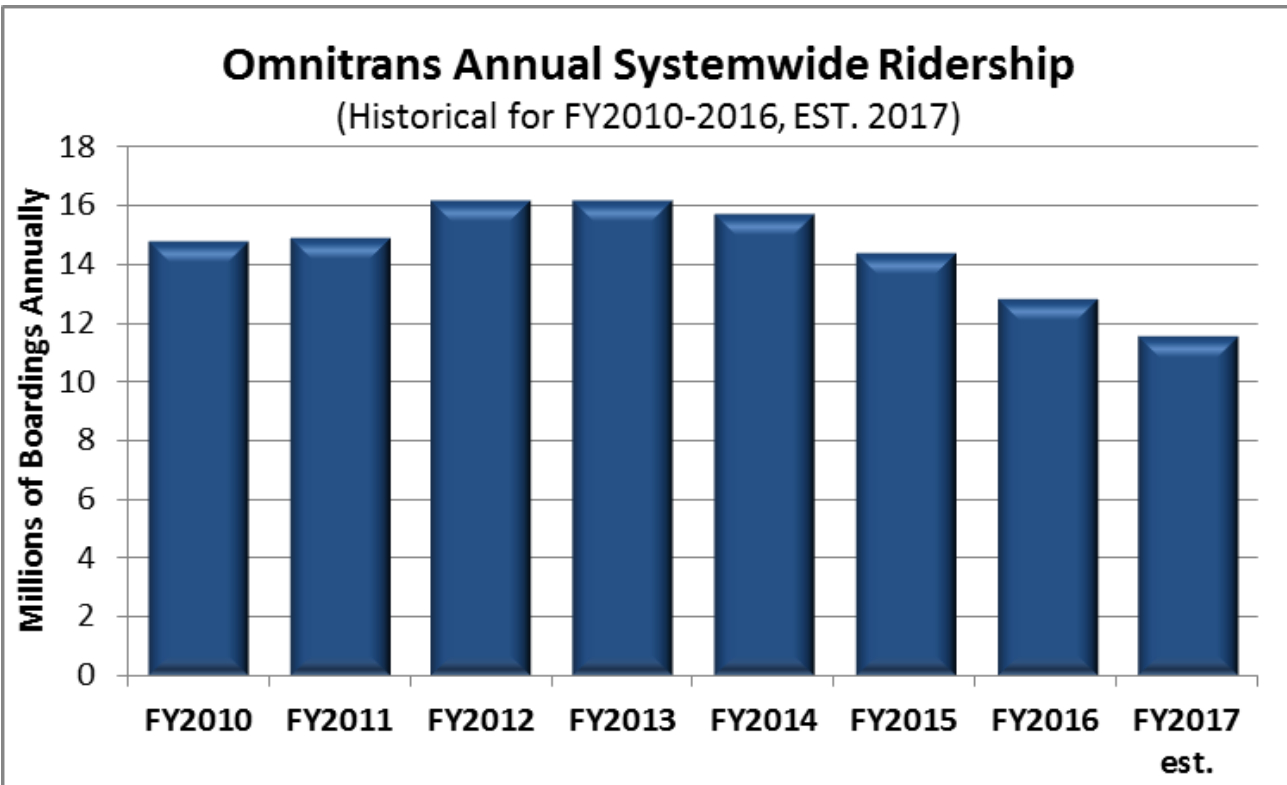


Service Plan

Ridership Trend

Estimated decline of 9.96% for FY2017 full year.

Many causes, mostly external, described in detail in FY2017 Service Plan.





OmniTrans

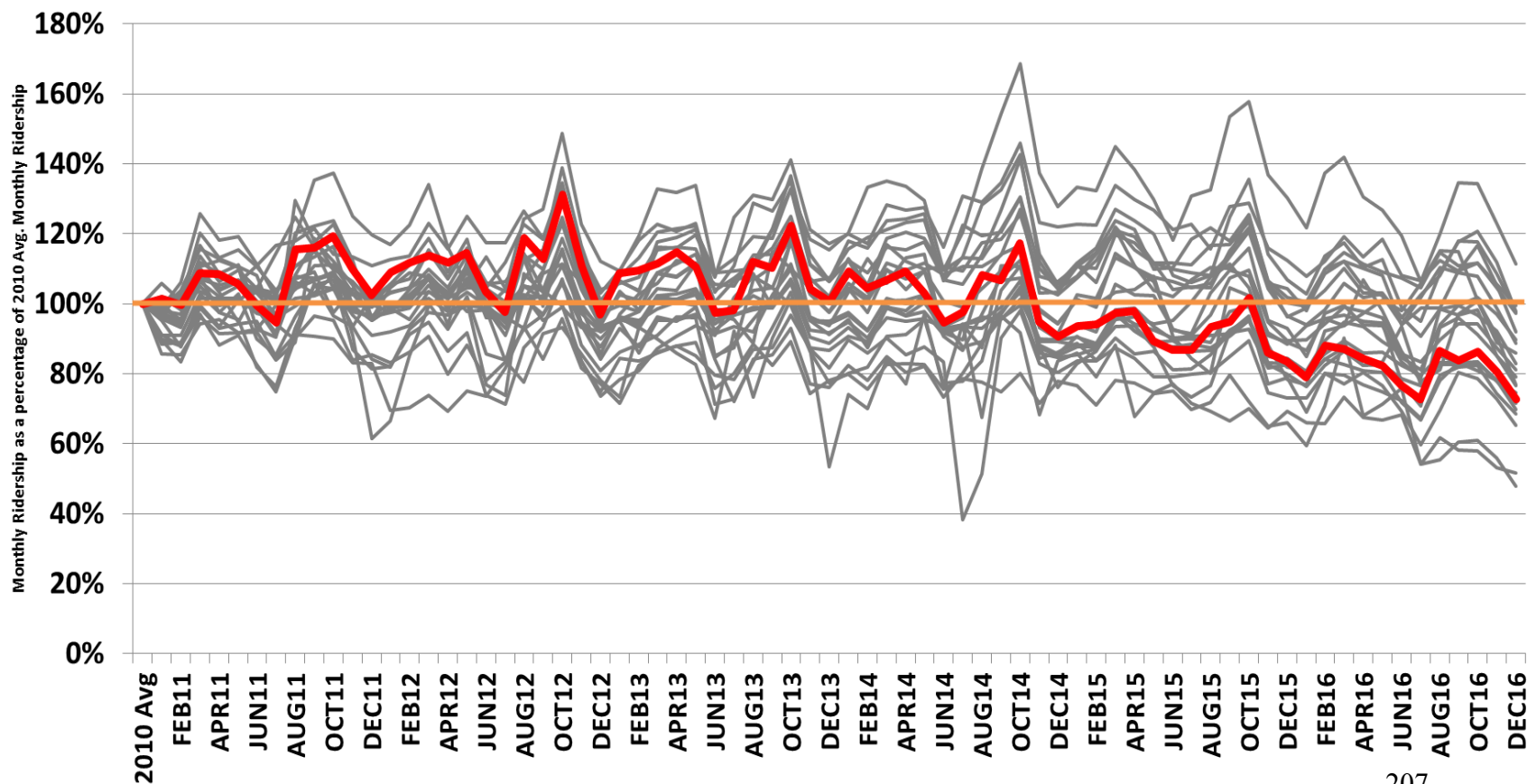
2017
2018

Service Plan

Ridership: Peer Comparison

OmniTrans' Ridership Change compared to 23 Selected California Peers

(2010 baseline=100%; Monthly Ridership Jan 2011 through December 2016)





OmniTrans

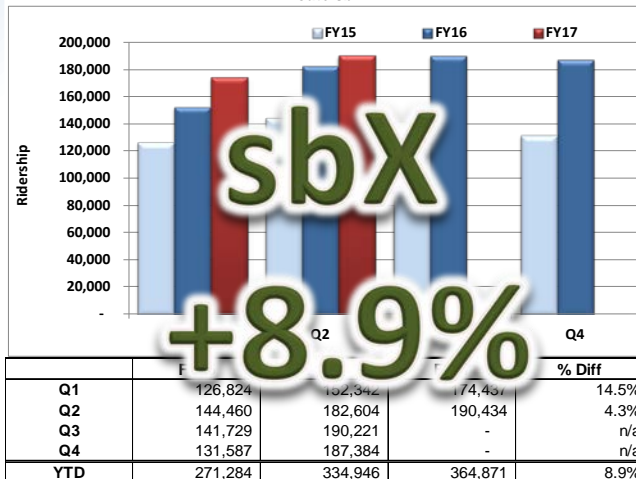
2017
2018

Service Plan

Ridership: By Service Type

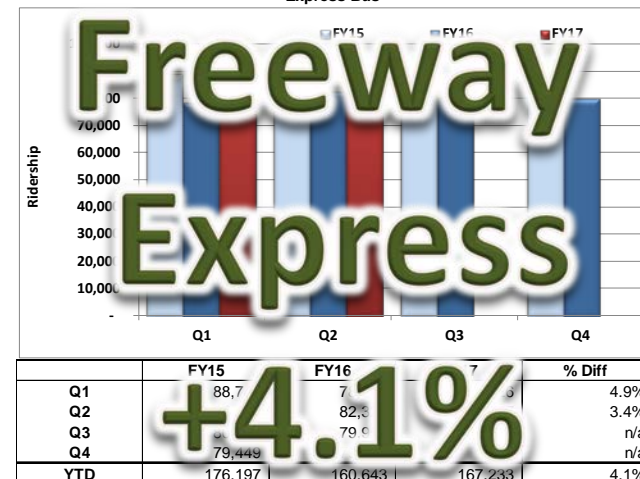
OmniTrans Ridership

-- Route sbX --



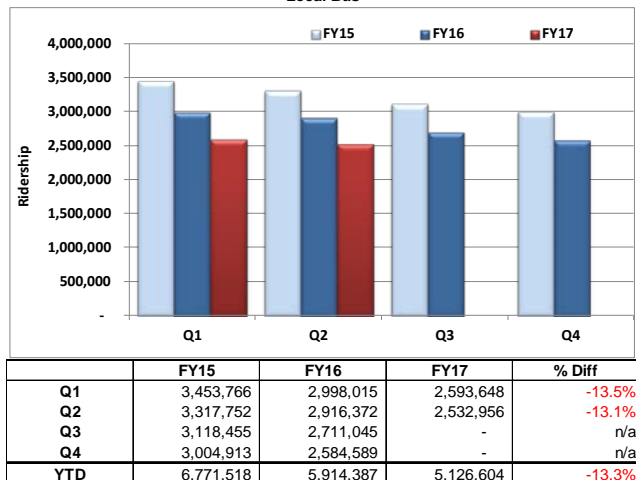
OmniTrans Ridership

-- Express Bus --



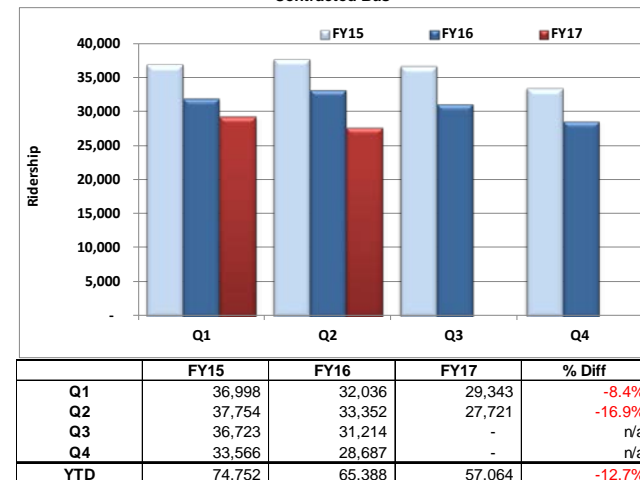
OmniTrans Ridership

-- Local Bus --



OmniTrans Ridership

-- Contracted Bus --



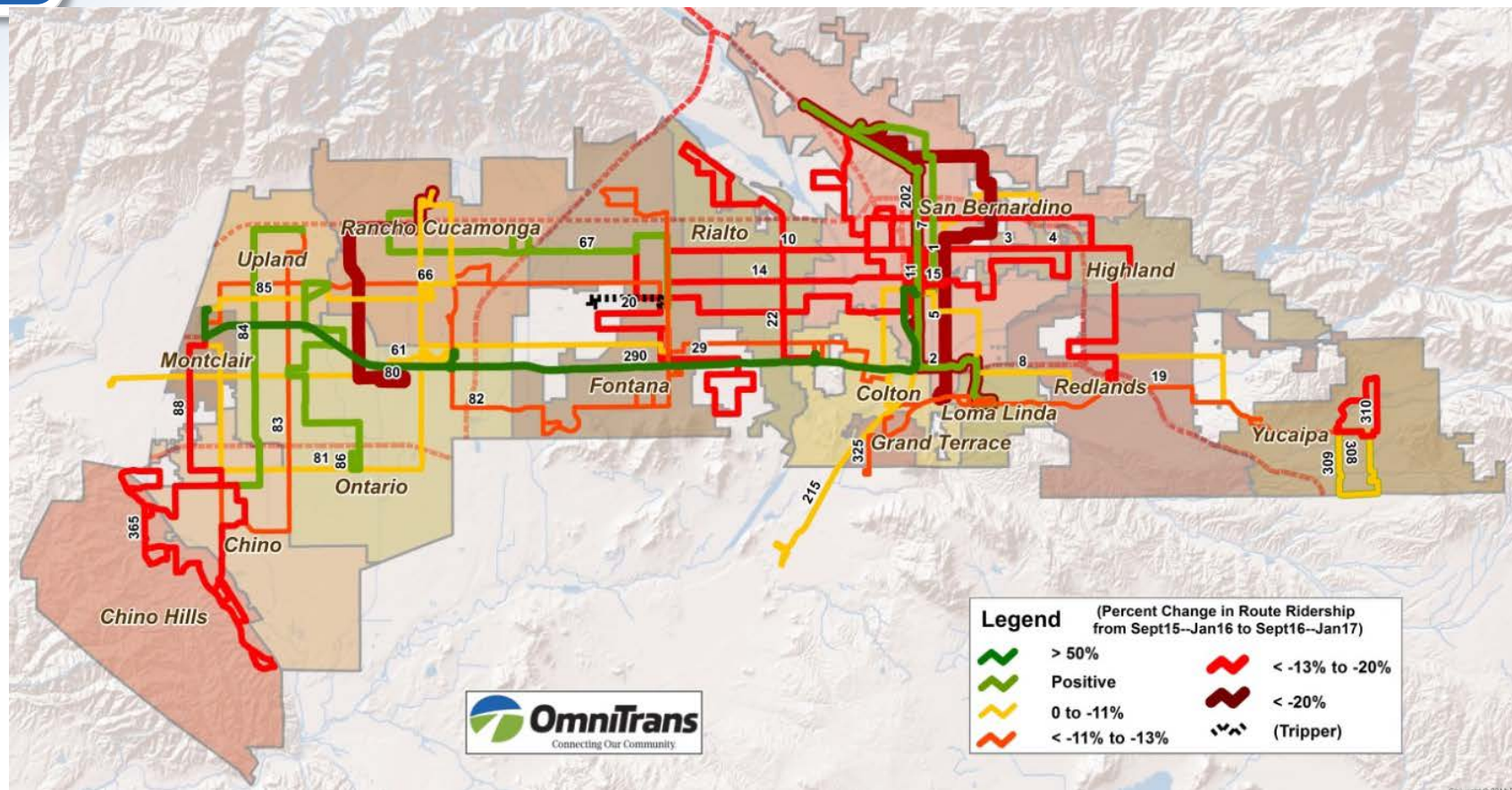


OmniTrans

2017
2018

Service Plan

Ridership: By Route and Area





Service Plan

FY2017 Mid-Year Changes

Focus on Reliability

On-Time Performance
is 87.2%; up from
85.2% last year.

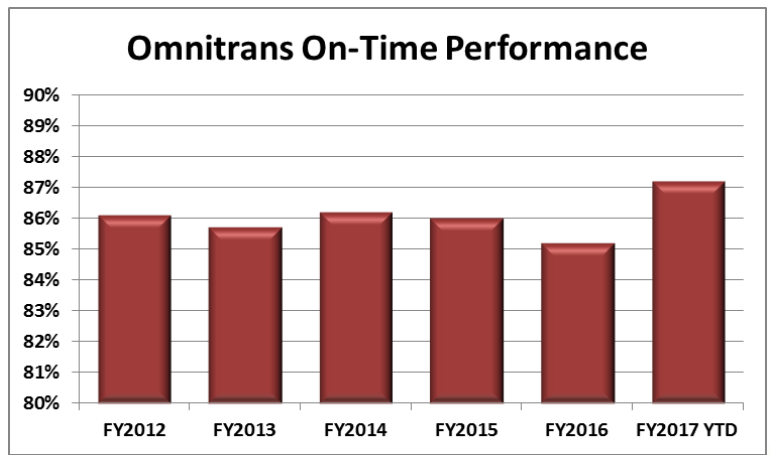
Improved transfer timing

Improved school bell timing

Service Improvements from

Improved weekend hours/span on trunk routes by
finding midday efficiencies.

Returned transit service to ONT with Route 80





Service Plan

Cost Reduction Strategies

Multiple cost reduction strategies in light of declining ridership

- Transition to CNG Pipeline Fuel

- Following transition, utilize Renewable CNG to sell resulting credits

- Transition Access fleet to CNG

- Medi-Cal reimbursement program

- Access eligibility process

Service Plan

Proposed Service Change

1) High-Frequency Route 61 service into Ontario International Airport

Connections to two Metrolink Stations & Transit Connections to Foothill Transit and Riverside Transit Agency





Service Plan

Proposed Service Change

2) Extend Service Span on sbX

Utilize scheduling efficiencies to add span with low minimal cost.

1 hour in the morning: 5:00 A.M.

2 hours in evening: 10:00 P.M.

5 more Metrolink Trains

Connections for jobs & recreation



sbX Service Span and Frequency			
		Current	Proposed
AM	1:00		
	2:00		
	3:00		
	4:00		
	5:00		30 minute
	6:00	10 minute	10 minute
	7:00	10 minute	10 minute
	8:00	10 minute	10 minute
	9:00	10 minute	10 minute
	10:00	15 minute	15 minute
	11:00	15 minute	15 minute
PM	12:00	15 minute	15 minute
	1:00	15 minute	15 minute
	2:00	15 minute	15 minute
	3:00	10 minute	10 minute
	4:00	10 minute	10 minute
	5:00	10 minute	10 minute
	6:00	10 minute	10 minute
	7:00	15 minute	15 minute
	8:00	15 minute	15 minute
	9:00		20 minute
	10:00		20 minute
	11:00		



Service Plan

FY2018 Service Projections

System Total (in Thousands except vehicles and ratios)		Actuals					Year-End Estimate	Projection	Percent Change
		FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2018
Financial	Fare Revenue	\$ 14,930	\$ 14,738	\$ 14,773	\$ 15,406	\$ 14,193	\$ 13,155	\$ 12,315	-6.4%
Operating Data	Revenue Miles	10,851	10,866	10,861	11,185	11,320	11,148	11,306	1.4%
	Total Miles	12,019	12,073	12,258	12,587	12,741	12,394	12,584	1.5%
	Revenue Hours	796	797	800	822	831	843	850	0.9%
	Total Hours	868	870	871	893	900	907	916	1.0%
	Passengers	16,152	16,146	15,689	14,391	12,813	11,538	10,737	-6.9%
Fleet Data	Peak Revenue Fleet	241	241	252	246	248	250	251	0.4%
	Spare Fleet	36	36	39	37	32	31	31	0.0%
	Total Fleet	275	275	289	283	278	281	282	0.4%
Key Stats	Passengers per Hour	20.3	20.3	19.6	17.5	15.4	13.7	12.6	-7.7%

Ridership:

- sbX: +5.6%
- Local -8.2%
- OmniGo: -8.5%
- Access: +1.2%
- + Express:



Service Plan

Fare Policy

Maintain Current Fare Policy

Last fare increase in September 2014 (FY2015)





Service Plan

THANK YOU

ITEM # _____ F3 _____

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Wendy Williams, Director of Marketing & Planning

SUBJECT: FISCAL YEAR 2017-2018 MARKETING PLAN

FORM MOTION

Adopt the Omnitrans Fiscal Year 2017-18 annual Marketing Plan.

This item was reviewed by the Plans and Programs Committee at its March 21, 2017 meeting, and recommended to the Board of Directors for approval.

BACKGROUND

Each year, the Marketing Plan is brought to the Board of Directors as part of the Agency's guiding documents for the upcoming fiscal year.

The Marketing Plan outlines a strategic approach to attracting and retaining customers while maintaining overall community support through the promotion of Omnitrans services and programs. The plan begins with analysis of the marketplace and a review of Agency strengths, weaknesses, opportunities, and threats. Key goals are set and marketing strategies are developed to achieve them, utilizing available resources.

Comparing calendar year 2016 to 2015, Omnitrans system ridership declined by 11.2% year over year. Through February of the current fiscal year, Omnitrans system-wide ridership remains 11.6% below the prior year. Other transit agencies in California are experiencing this negative trend influenced by historically low gasoline prices and other economic factors. A review of 23 selected California peer agencies shows an average decline of 8.5% versus the prior year.

Positive trends include increased ridership on Omnitrans express services: sbX ridership grew 22% in 2016 and freeway express routes were up 2% compared to 2015. Also, Veteran fare trips grew 16.1% in 2016 vs. 2015. Pass sales revenue is up 0.6%. Public awareness of Omnitrans is high at 92%, and public opinion is 86% favorable according to a 2016 regional survey. Results of a 2017 fixed route rider survey indicated that customer satisfaction is 85% positive.

Strategies to rebuild ridership include promotion of Omnitrans' family of services to core and niche market segments, with a focus on new and recently added service, new multi-modal connections, and student programs. We will strive to establish new ridership-generating partnerships. To maintain high customer satisfaction we will utilize multi-channel customer communications, engage in community outreach, and offer well-maintained passenger amenities. To retain positive public opinion ratings Omnitrans will employ effective public relations practices, positive media relations, and foster relationships with community stakeholders. Omnitrans will enhance revenue through fare media sales and a new advertising contract which increases the opportunities for advertising on Agency vehicles, shelters and stations.

CONCLUSION

By implementing the Marketing Plan, Omnitrans will be able to promote the Agency in ways that will effectively attract and retain customers while achieving public awareness and support. This plan can be implemented within the constraints of the 2017-18 Omnitrans budget.

PSG:WW



Marketing Plan 2017-2018



May 3, 2017

Omnitrans

1700 W. Fifth St.

San Bernardino, CA 92411

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EXECUTIVE SUMMARY

The mission of Omnitrans marketing is to generate a high level of public support and awareness of Omnitrans services and to promote increased use of those services. The annual Marketing Plan outlines a strategic approach to attracting and retaining customers while maintaining overall community support through the promotion of Omnitrans services and programs. The plan begins with analysis of the marketplace and a review of Agency strengths, weaknesses, opportunities, and threats. Key goals are set and marketing strategies are developed to achieve them utilizing available resources.

Comparing calendar year 2016 to 2015, Omnitrans system ridership declined by 11.2% year over year. Through February of the current fiscal year, Omnitrans system-wide ridership remains 11.6% below the prior year. Other transit agencies in California are experiencing this negative trend influenced by historically low gasoline prices and other economic factors. A review of 23 selected California peer agencies shows an average decline of 8.5% versus the prior year.

Positive trends include increased ridership on Omnitrans express services: sbX ridership grew 22% in 2016 and freeway express routes were up 2% compared to 2015. Also, Veteran fare trips grew 16.1% in 2016 vs. 2015. Pass sales revenue is up 0.6%. Public awareness of Omnitrans is high at 92%, and public opinion is 86% favorable according to a 2016 regional survey. Results of a 2017 fixed route rider survey indicated that customer satisfaction is 85% positive.

Our recent rider survey shows that the typical Omnitrans passenger is a young, working, English-speaking Hispanic male. Most riders are employed and/or attending high school or college. Over 60% of rider households earn less than \$20,000 annually. Millennials make up about half of the customer base with 48% under age 30. Senior citizens (60 and older) account for 10%. Omnitrans passengers are heavily reliant on transit; over half do not have a driver's license and only 18% have a car readily available to them. A permanent disability affects 19% of riders.

Key objectives for Fiscal Year 2017-2018 are to rebuild ridership and increase revenue while maintaining high customer satisfaction, public awareness and public opinion. To achieve these goals, various marketing strategies will be employed. Efforts to rebuild ridership include promotion of Omnitrans' family of services to core and niche market segments, with a focus on new and recently added service, new multi-modal connections, and student programs. We will strive to establish new ridership-generating partnerships. To maintain high customer satisfaction we will utilize multi-channel customer communications, engage in community outreach, and offer well-maintained passenger amenities. To retain positive public opinion ratings Omnitrans will employ effective public relations practices, positive media relations, and foster relationships with community stakeholders. Omnitrans will enhance revenue through fare media sales promotion and a new advertising contract which increases the opportunities for advertising on Agency vehicles, shelters and stations.

In an effort to maintain low administrative costs for the Agency, expenses for public relations, advertising, promotion, outreach, and printing are being maintained at prior year budget levels.

MARKETING PLAN 2017-2018

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MARKET ANALYSIS

Service Overview

Omnitrans was established in 1976 to provide a unified and comprehensive public transit system for the San Bernardino Valley. Omnitrans provides a family of services including both fixed route and demand response transportation. All services combined are supported by approximately 176 buses, 107 cutaway vehicles, 685 direct employees and 230 contracted employees.

Fixed Route: As of May 2017, Omnitrans provides transit service on 35 routes, including one bus rapid transit (BRT) line, three freeway express routes, 26 local bus routes and five community circulator routes. Combined, these provide approximately 40,000 passenger trips on weekdays. Routes cover the San Bernardino Valley and provide connections to other regional transit providers.

Demand Response: Access is a lift-equipped, curb-to-curb, shared-ride service mandated by the Americans with Disabilities Act (ADA). It is available for pre-qualified persons with disabilities throughout the Omnitrans service area. Service is offered seven days a week by advance reservation. Access provides approximately 1,500 passengers trips on a typical weekday.

Service Area

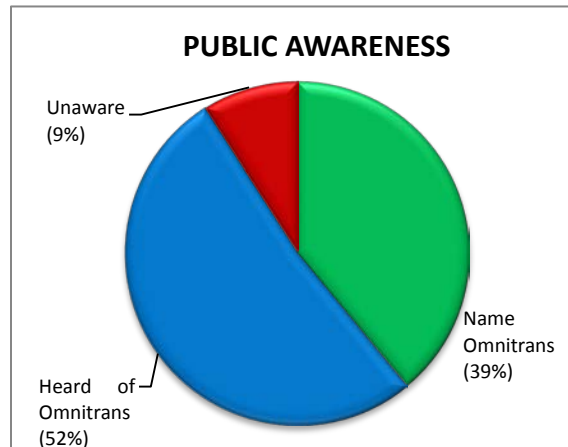
Geography: Omnitrans operates in an area of approximately 450 square miles known as the San Bernardino Valley. This includes 15 cities: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa, and some unincorporated areas of San Bernardino County. Omnitrans also connects to neighboring transit services in Pomona and Riverside.

Population: The San Bernardino Valley is gaining population, but at a slower pace than a decade ago. According to the most recent U. S. Census data (July 2015), San Bernardino County had an estimated 2,128,133 residents, up 4.6% from 2010. In comparison, the Omnitrans service area is home to approximately 1.4 million people. Continued population growth is projected over the next 10 to 15 years, particularly in the western portion of the service area.

Employment: Unemployment levels have returned to pre-recession levels. The San Bernardino County rate was 5.0% in December 2015, down from an average of 5.8% in 2015 and well below the 13.5% high water mark in 2010. In comparison, the December 2016 rate for California was also 5.0%, and the national average was 4.7%. Job growth in the San Bernardino Valley is expected to outpace Los Angeles and Orange Counties in the long term. Southern California Association of Governments forecasts that Ontario and San Bernardino will be among the top ten job markets in the region by 2025.

Public Awareness

Overall awareness of Omnitrans among the general public surveyed in the 2016 Inland Empire Annual Survey was 92%, similar to the prior year survey's 91%. When asked if they could name their local public transit service, 39% answered "Omnitrans." Those who could not name Omnitrans outright were then asked if they had heard of Omnitrans. With this prompting, 52% answered affirmatively. Only 9% indicated no awareness of Omnitrans. See graph at left.

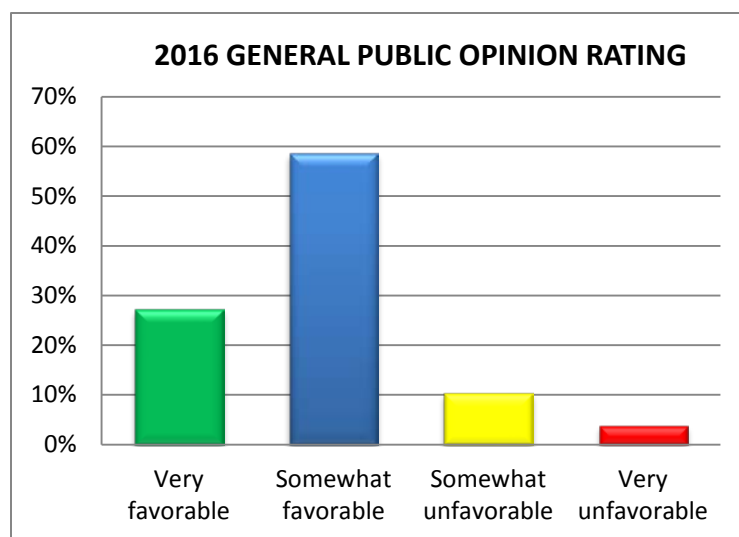


This high awareness level is an indication that Omnitrans is successful at promoting and building the Agency brand through effective marketing efforts. Strong public awareness is desirable

because it influences people to seek out Omnitrans services when the need arises and to support funding initiatives for Omnitrans projects.

Public Opinion

Beyond overall awareness, the vast majority of the public views Omnitrans in a positive light. The 2016 Inland Empire Annual Survey showed that 86% of people rated the Agency favorably even if they did not use our services. Additionally, survey participants were asked if their



opinion of Omnitrans had changed in the past year. While most said their perception of Omnitrans "stayed the same" at 74%, one-fifth (22%) said their perception improved while only 4% said their perception declined. When asked if they would consider becoming a bus rider, more than a third of them demonstrated interest: 6% were very interested, 15% were somewhat interested and 14% were slightly interested.

Survey respondents who expressed at least some interest in riding the bus, were asked which service and amenity improvements would entice them to ride. More frequent bus service was the top response at 35%, followed by neighborhood routes (29%), express service (12%) and nicer bus stops (11%). Of lesser importance were technology enhancements including free Wi-Fi (7%) and ability to pay by phone (4%).

Customer Satisfaction

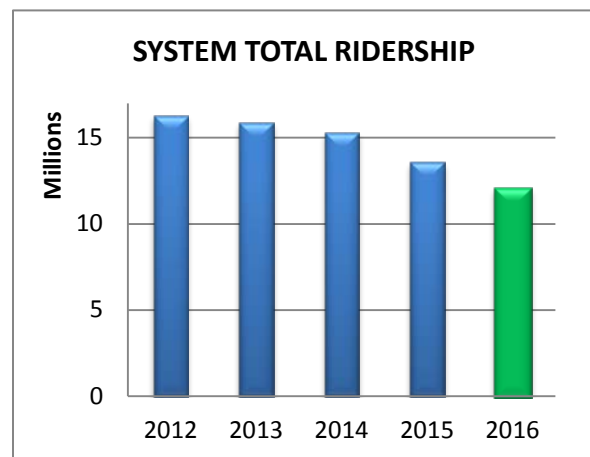
Omnitrans earns high marks from customers. In a 2017 onboard rider survey, 85% of fixed route riders gave Omnitrans a positive rating, as the chart below illustrates. This was higher than an 81% positive rating from a similar survey done in 2011. Additionally, 85% gave sbX service a positive rating. In terms of safety at bus stops, 82% of riders provided a good or better rating.



In a 2017 survey of Access customers, 75% gave the service an overall satisfaction rating of excellent or good, 15% said service was fair, and only 9% had a negative opinion. When asked to compare Access service to two years ago, 30% said service had improved while 19% said it was worse. Feedback on the new in-person assessment process implemented in 2015 was impressive, with customer ratings of 76% excellent and 22% good.

Ridership Trends

In calendar year 2016, ridership on all Omnitrans services totaled 12,041,275 trips, which is an 11.2% decrease from the prior year, continuing a downward trend that began in 2013. The primary causes of the decline are believed to be moderate and stable gasoline prices, declining immigration rates, and a 2015 change to the driver's license law which allows undocumented workers to qualify. Transit agencies across California have experienced a similar trend; 23 peer agencies in the state had an average decline of 8.5% from 2015 to 2016. The chart at right displays the Omnitrans trend from 2012-2016.

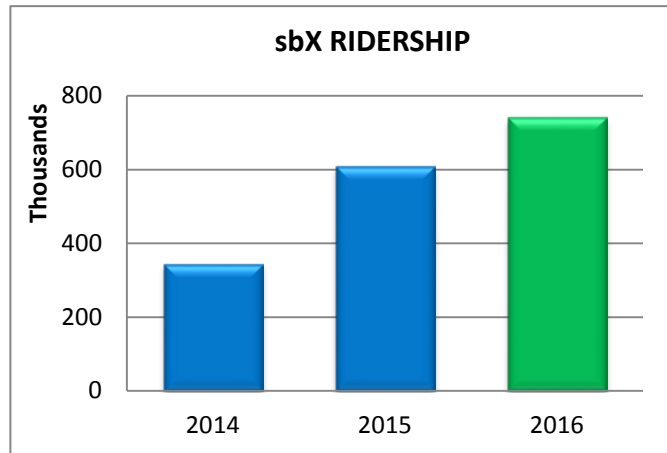


Fixed Route: Fixed route bus service generated 11.6 million boardings in 2016, down 11.4% from the prior year. Looking at ridership by fare category, nearly half of riders (48.5%) were full fare customers while nearly a third (31.3%) paid the discounted “half” fare for seniors age 62 and up, persons with a disability, or military veterans. Students in the GoSmart program and youth 18 and under accounted for 11.3% of ridership. The remainder was attributed to free rides, transfers and miscellaneous categories.

In January 2015, Omnitrans implemented a new fare category for U.S. military veterans. In the first year, veterans accounted for 1.2% of all trips. This increased to 1.6% in 2016, with over 182,000 trips tallied. Veterans represented the only ridership segment that increased in 2016.

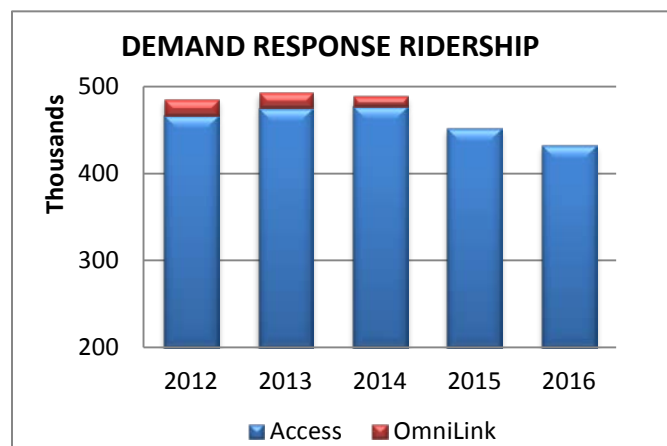
MARKETING PLAN 2017-2018

Express Services: While overall fixed route ridership has declined, activity was up on sbX bus rapid transit service and freeway express routes in 2016. The sbX green line ridership increased by 22.1%, carrying 742,476 passengers, as the graph below illustrates. Note that the line



operated for only 8 months in 2014. Freeway express ridership on Routes 215 and 290 combined increased 1.9% year over year. This was led by Route 290, a freeway express route implemented in September 2015 and then expanded in September 2016 due to customer demand. This positive response to freeway express service led to further expansion. Route 208, launching in May 2017, travels the I-10 freeway connecting Yucaipa and Redlands to the San Bernardino Transit Center.

Demand Response: Ridership on Access service in calendar year 2016 was 432,742, a drop of 4.3% vs. 2015. Omnitrans has successfully managed Access ridership lower due in part to a new eligibility process featuring in-person interviews implemented in September 2015. This generated a cost reduction in Omnitrans' most expensive per passenger service. The five-year demand response ridership trend is shown at left.



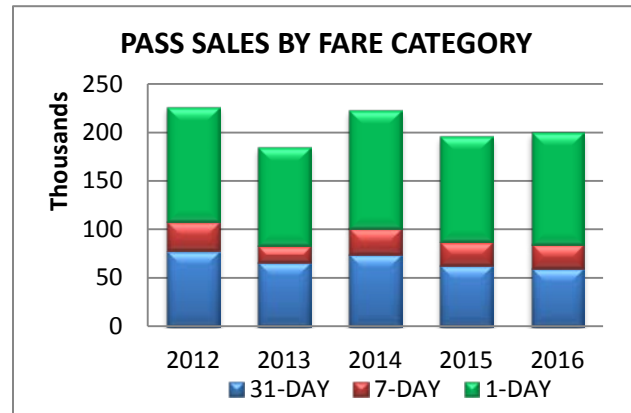
Note: In September 2014, OmniLink general public dial-a-ride service in Chino Hills and Yucaipa ended. This came following years of steady ridership declines and after OmniGo community shuttle routes were implemented in 2010 to more efficiently serve these primarily low-density residential communities.

MARKETING PLAN 2017-2018

Revenue Trends

Pass Sales: In calendar year 2016, prepaid bus pass unit sales increased 2.1% versus 2015. The chart below shows the bus pass unit sales trend for the past five years for 1-day, 7-day and 31-day passes. However, revenue from pass sales declined by 3.4%. The discrepancy between unit sales and revenue is tied to the fact that the higher priced 31-day pass category declined 5.3%, which offset gains in other categories.

Total revenue from traditional pass sales surpassed \$5.4 million, which along with passes sold through various retail outlets, included \$455,850 from online sales, \$403,096 from the San Bernardino Transit Center customer service desk, and \$153,364 from ticket vending machines found at sbX station platforms and the San Bernardino Transit Center.

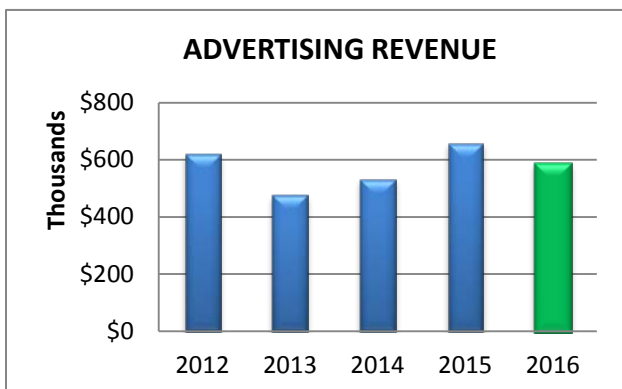


Additionally, the GoSmart program generated \$761,177. This negotiated rate program is paid by student fees and/or administrative contributions by partner schools or employers. Students and employees use their photo ID for fare payment. Partner colleges include California State University, San Bernardino, Chaffey College, Crafton Hills College, San Bernardino Valley College and Art Institute of California, Inland Empire. Omnitrans implemented its first employer GoSmart program in December 2015 through a partnership with Loma Linda University Health Systems. In March 2017, San Bernardino County Superintendent of Schools joined the GoSmart program for use with at-risk, foster care and homeless student programs.

In 2016, cash transactions on board accounted for only 29.5% of all trips. Omnitrans prefers to minimize cash transactions because they require more boarding time which adds to travel time. Additionally, cash generates administrative costs related to money processing and transport.

Advertising: Marketing manages contracts for advertising on Agency assets. This includes ads on the exterior and interior of buses and at bus shelters and stations owned by Omnitrans. Audio advertising on buses was added in 2015. Future opportunities might include station or line naming rights, digital displays, or mobile app advertising. System advertising represents an important revenue stream for the Agency and provides opportunities for self-promotion at low or no cost.

Advertising revenue for 2016 was down 11% compared to 2015, however the \$588,749 earned surpassed both 2013 and 2014. The five-year trend is shown above. During fiscal year 2017-2018, Omnitrans will solicit bids for a new five-year contract, which hopefully will increase future revenue.



SWOT ANALYSIS

In preparing the Marketing Plan, we consider our strengths, weaknesses, opportunities and threats (SWOT) as shown below. Strengths and weaknesses are largely characteristics of the organization while opportunities and threats are due primarily to external influences.

	POSITIVE	NEGATIVE
INTERNAL	STRENGTHS Service quality <ul style="list-style-type: none"> Customer satisfaction Safety and security record Improved on-time performance System features <ul style="list-style-type: none"> Family of services (BRT, freeway, local, shuttle, Access) Transit centers, stop amenities, park+ ride lots Fleet: W/C accessible, bike racks, clean fuel Economical service <ul style="list-style-type: none"> Passes, GoSmart, Summer Youth discounts Discounts for Veteran, Youth, Senior, Disabled, Medicare categories. Customer communication <ul style="list-style-type: none"> Multilingual (LEP) Schedules, newsletters, on board audio Community outreach, travel training Website, mobile app, social media NexTrip real time arrival info Call center, SBTC customer service New service <ul style="list-style-type: none"> Increased service to ONT (Route 61 in Sept.) Recently expanded freeway express service Connections to Metrolink at SBTC Special Transit Services programs 	WEAKNESSES Constrained budget/service <ul style="list-style-type: none"> Minimal service level increases Limited funding Productivity vs. coverage demands Travel time <ul style="list-style-type: none"> Slower than auto travel Service frequency mostly 30 – 60 min. Declining ridership <ul style="list-style-type: none"> Dropped service, staffing levels Declining perceived reliability Public agency environment <ul style="list-style-type: none"> Lack of flexibility, slow reaction time Funding mechanisms Procurement cycles
EXTERNAL	OPPORTUNITIES Service area development <ul style="list-style-type: none"> Multimodal, TOD interest at Cities, SBTC Growing population, urbanization, congestion Active transportation projects Improving local economy, employment Community Partnerships <ul style="list-style-type: none"> Students/Youth, GoSmart Veterans, Senior and disabled Employers Spanish/Hispanic Multimodal planning/future modes <ul style="list-style-type: none"> Arrow Rail West Valley Connector Transportation Network Companies (Uber, Lyft) Millennial generation more pro transit New revenue/funding opportunities <ul style="list-style-type: none"> New fare payment options Potential grants: Article 3, Cap and Trade New advertising contract 	THREATS Car culture <ul style="list-style-type: none"> High auto ownership Free parking Low market share Few “choice” riders Industry trend of ridership decline Moderate gasoline prices Changing Demographics <ul style="list-style-type: none"> Declining immigration rate Job losses in core areas Lack of transit-friendly infrastructure <ul style="list-style-type: none"> Gaps in pedestrian access/bicycle infrastructure Suburban sprawl Perception of safety/security <ul style="list-style-type: none"> Waiting at bus stops Graffiti and vandalism

TARGET MARKETS

Identification of target markets is key to the success of any marketing plan. Only when target markets are clearly defined, can effective messages and media tactics be developed.

FIXED ROUTE

Core Market: Since our most likely new customers are those who most closely resemble current users of the service, these characteristics also identify our core target market. According to a 2017 rider survey, the typical Omnitrans fixed route rider is:

- **Young:** 16 to 29 years of age (48%)
- **Gender Neutral:** Male (52%); Female (48%)
- **Ethnically Diverse:** Hispanic (45%); African American (24%); Caucasian (17%)
- **Low Household Income:** Under \$20K (59%); \$20K to \$35K (22%)
- **Employed:** (60%)

Niche Markets: Market segments below provide an opportunity for ridership growth:

- **Students:** More than one-third of current Omnitrans riders are full-time or part-time students. Students tend to be less likely to afford a car or possess a driver's license. Omnitrans focuses on students attending high schools, colleges and trade schools.
- **Spanish Speaking:** In a 2017 rider survey, 21% were Spanish speakers and one-third of those indicated they speak English less than "very well." Thus to effectively reach this market, Spanish-language materials and messages must be created.
- **Seniors:** In the 2017 rider survey, 10% of passengers were 60 years of age and older. This is one of the fastest growing segments of our population. Thus, we have the opportunity to attract more senior riders to transit.
- **Veterans:** Veterans make up approximately 5.3% of adults in the Omnitrans service area. The veteran discount fare, implemented in January 2015, increases our opportunities to partner with local Veterans organizations to promote Omnitrans services.
- **Commuters:** Commuters represent the best potential for daily transit trips. In a 2017 survey, 35% of non-riders expressed interest taking transit in the future. Omnitrans works to attract commuters through large employers and by promoting premium services such as sbX and freeway express routes which are more time competitive with the automobile. Most commuters in our service area have access to a personal automobile.

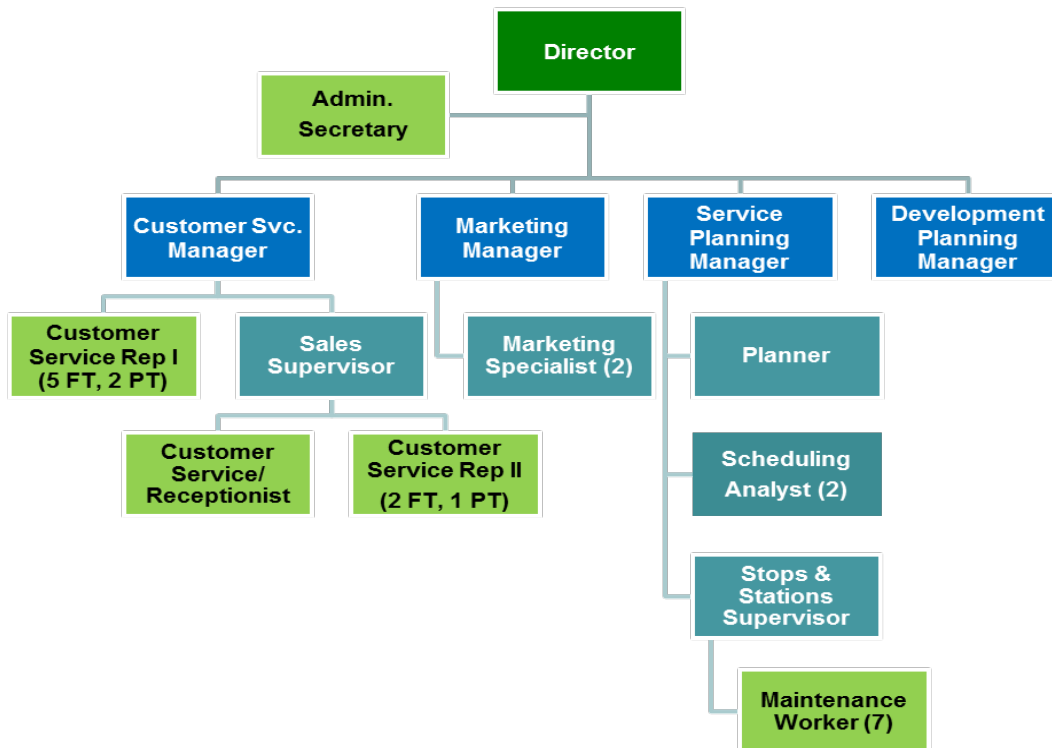
ACCESS

Access provides transportation service mandated by the Americans with Disabilities Act (ADA) for people unable to independently use the fixed route bus service for all or some trips.

Target Market: People with physical or developmental disabilities. Omnitrans Marketing & Planning and Special Transit Services Departments work together to reach target markets. Customers are reached through local social service organizations. We also maintain customer databases to effectively reach these target markets in order to alert them of service and policy changes.

MARKETING RESOURCES

At Omnitrans, marketing, public relations, planning and customer service functions fall within the Marketing & Planning Department. The marketing and planning functions work together to identify customer and community transportation needs in order to develop and enhance service offerings then effectively communicate them to the public. The organization chart below shows all positions in the department. The customer service section has 13 positions including 10 that provide customer assistance in the Agency call center and San Bernardino Transit Center seven days a week. This section also manages fare media sales, reduced fare ID cards, lost and found and reception. The marketing section has three positions which are responsible for all community outreach efforts and customer communications, both printed and electronic. The planning section works to improve service for customers, with the service planning section focusing on route design and scheduling, and the development planning section focusing on improvements to bus stops and transit centers that help provide a good first impression of Omnitrans to the public. The service planning group handles public outreach related to service and fare changes and system development. The stops and stations section within the planning group provides amenities like shelters, benches, lighting, and informational signage at the bus stops and works to keep the bus stops and the San Bernardino Transit Center clean. Omnitrans utilizes an advertising agency to provide advertising and design services including creative development, graphic design, media buying and webmaster responsibilities. The department director oversees revenue contracts, the advertising agency and serves as the Agency's public information officer.



MARKETING GOALS

The primary role of Omnitrans marketing is to effectively communicate our messages to target audiences in a manner that contributes to the Omnitrans mission. Resources are focused on generating a high level of public awareness in order to attract and retain customers, achieve high customer satisfaction and maintain positive public opinion. Marketing also promotes pre-paid fare media sales and oversees advertising contracts which are important sources of revenue for the Agency. Below are four primary goals and key performance indicators for Fiscal Year 2017-18 with comparisons to Fiscal Year 2016-17 targets and year-to-date results through February.

1. INCREASE RIDERSHIP

System Ridership

FY 2018 TARGET	-6.9%
FY 2017 Target	-3.1%
FY 2017 Actual YTD	-11.6%

2. INCREASE REVENUE

Bus Pass Sales Revenue

FY 2018 TARGET	>0.0%
FY 2017 Target	>0.0%
FY 2017 Actual YTD	+0.6%

Advertising Revenue

FY 2018 TARGET	+10%
FY 2017 Target	+10%
FY 2017 Actual YTD	+3%

3. MAINTAIN HIGH CUSTOMER SATISFACTION

Customer Satisfaction (favorable)

FY 2018 TARGET	85%
FY 2017 Target	85%
FY 2017 Actual*	85%

Call Center Efficiency (abandoned calls)

FY 2018 TARGET	<15%
FY 2017 Target	<15%
FY 2017 Actual YTD	12%

4. MAINTAIN HIGH PUBLIC AWARENESS AND POSITIVE OPINION

Public Awareness

FY 2018 TARGET	90%
FY 2017 Target	90%
FY 2017 Actual**	92%

Outreach Activities

FY 2018 TARGET	+5%
FY 2017 Target	+5%
FY 2017 YTD	10%

Public Opinion (favorable)

FY 2018 TARGET	75%
FY 2017 Target	75%
FY 2017 Actual**	86%

Media Coverage (favorable)

FY 2018 TARGET	66%
FY 2017 Target	66%
FY 2017 YTD	70%

*Customer satisfaction rating from Omnitrans fixed route rider survey, conducted in 2017.

**Public awareness and public opinion data from Inland Empire Annual Survey 2016.

MARKETING STRATEGIES

Marketing strategies and the tactics planned to implement them are the heart of the Marketing Plan. Below are the key strategies Omnitrans will employ in the 2017-2018 Fiscal Year.

GOAL 1: REBUILD RIDERSHIP

Strategy: Promote express service

- Continue to promote new Route 208 freeway express launched in May 2017 as well as other freeway express routes
- Ongoing advertising and outreach for sbX green line service to build awareness and use

Strategy: Promote local bus service

- Promote new connection to Metrolink at San Bernardino Transit Center in summer 2017
- Promote Route 61 service to Ontario International Airport effective September 2017
- Utilize recurring advertising schedule to maintain/improve overall awareness
- Deliver advertising messages primarily via local radio, cable television, direct mail, online, print and outdoor media to reach core market

Strategy: Promote OmniGo services in communities served

- Advertise service to maintain awareness and attract new riders
- Partner with senior facilities and schools to increase awareness and use
- Participate in community events to increase awareness of service

Strategy: Market to high school and college students

- Promote new discounted summer youth cash fare to increase ridership
- Promote GoSmart program at partner schools to increase use
- Partner with organizations that cater to student population
- Market to students through free trial and travel training programs
- Promote discounted youth bus pass options
- Use targeted digital advertising to reach student market via smart phones

Strategy: Market to Hispanic and Spanish-speaking market segment

- Develop Hispanic-focused and Spanish-language advertising campaign materials
- Provide Spanish translation in printed schedules, brochures and website
- Participate in Hispanic-focused community events

Strategy: Market to senior citizens and persons with disabilities

- Work closely with Special Transit Services department to provide travel training and promote mobility options for senior citizens, and persons with disabilities
- Conduct outreach through senior centers/groups, and social service organizations

Strategy: Market to military Veterans

- Conduct outreach through Veteran facilities and organizations
- Develop promotions specifically for Veteran market and promote discounted Veteran fare

MARKETING PLAN 2017-2018

Strategy: Market to commuters through corporate outreach programs

- Utilize e-marketing and events to reach large employers
- Promote GoSmart program to Loma Linda University Health System employees
- Pitch GoSmart or pass subsidy as an option for other large employers
- Develop specialized promotions directed at commuter market including travel training
- Create incentives for employers to promote transit use

Strategy: Utilize marketing research to guide decisions

- Utilize information from customer and business surveys completed for sbX after study
- Participate in annual American Bus Benchmarking Group customer service survey
- Participate in Inland Empire Annual Survey to gauge awareness and public opinion
- Conduct intercept or online customer surveys on selected topics

Strategy: Analyze ridership and pass sales data

- Evaluate overall ridership trends and by customer segment
- Track sales and usage of bus passes to determine trends and opportunities

GOAL 2: INCREASE REVENUE

Strategy: Promote prepaid fares

- Promote pass sales at San Bernardino Transit Center; sell for other transit agencies
- Promote online, ticket vending machine, and retail outlet bus pass sales
- Support development of new mobile ticket technology
- Provide tools to pass outlets to increase sales
- Promote fare media values in marketing materials

Strategy: Increase advertising revenue

- Issue new 5-year advertising revenue contract which delivers maximum revenue potential
- Promote interior bus card advertising program to increase revenue
- Research ways to generate advertising revenue on Agency assets such as fleets, facilities

Strategy: Leverage San Bernardino Transit Center

- Explore development opportunities on Omnitrans-owned property at San Bernardino Transit Center at E Street and Rialto Avenue in San Bernardino
- Explore other possible revenue opportunities for San Bernardino Transit Center

GOAL 3: MAINTAIN HIGH CUSTOMER SATISFACTION

Strategy: Improve customer communications

- Maintain mobile-friendly Agency website, www.omnitrans.org, and mobile app
- Offer links to transportation network companies (Uber, Lyft) for first/last mile solutions.
- Expand and enhance social media, and e-marketing communications
- Maintain call center efficiency to maximize calls answered
- Utilize on board audio announcements to inform and educate customers
- Provide vital communications for Limited English Proficiency (LEP) populations
- Utilize bus book, brochures, newsletters, posters and bus cards to inform customers

MARKETING PLAN 2017-2018

Strategy: Enhance passenger amenities at stops and stations

- Maintain cleanliness and safety of local bus stops, sbX stations, and San Bernardino Transit Center
- Provide updated passenger information at stops, shelters and transit centers
- Develop and install premium bus shelters at key locations

Strategy: Implement customer education campaigns

- Utilize recurring campaign to promote system safety and security
- Provide how-to materials on system features such as bike racks, Wi-Fi, wheelchair securements, NexTrip bus arrival information system
- Create messages and materials to promote positive customer behavior

Strategy: Promote a customer service culture at Omnitrans

- Continue employee recognition programs for positive customer service behavior
- Promote employee bus ride program to increase understanding of customer experience
- Provide internal customer service training through videos, articles, and presentations
- Implement customer appreciation activities

GOAL 4: MAINTAIN HIGH PUBLIC AWARENESS, POSITIVE OPINION

Strategy: Expand community outreach and partnerships

- Hold public events at San Bernardino Transit Center to promote multimodal connections
- Expand participation in and sponsorship of community events
- Continue partnerships with local minor league sports teams
- Utilize travel training bus and video in outreach to target groups
- Utilize Agency mascot and vintage bus at community events

Strategy: Effective public relations practices

- Deliver key messages to target groups including stakeholders and general public
- Produce positive news releases and related coverage each month
- Respond to media inquiries in a timely and professional manner
- Provide media communication training for key staff

Strategy: Positive communications and partnerships with community stakeholders

- Continue e-newsletters to inform community leaders and decision makers
- Enhance partnerships with key organizations such as VetLink, American Lung Association, Veterans Affairs, cities, chambers, school districts, etc.
- Maintain awareness of key Agency projects such as West Valley Connector, Arrow rail
- Presentations at city councils, local service and business organizations, etc. as requested
- Promote transit through participation in national or regional events such as Earth Day, Bike to Work Week, Rideshare Week, etc.



OmniTrans

**2017
2018**

MARKETING PLAN

WENDY WILLIAMS

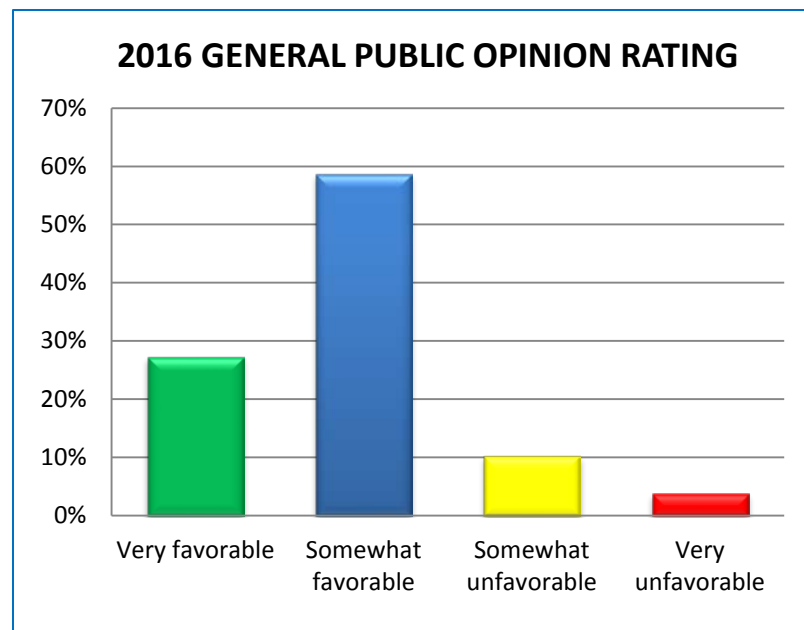
DIRECTOR OF MARKETING & PLANNING

MAY 3, 2017

Marketing Plan

Market Analysis - Surveys

- **Public Awareness**
 - 92% know Omnitrans brand
- **Public Opinion**
 - 86% positive



Marketing Plan

Market Analysis - Surveys

- **Public Awareness**
 - 92% know Omnitrans brand
- **Public Opinion**
 - 86% positive
- **Customer Satisfaction**
 - 85% positive
 - vs. 81% in 2011

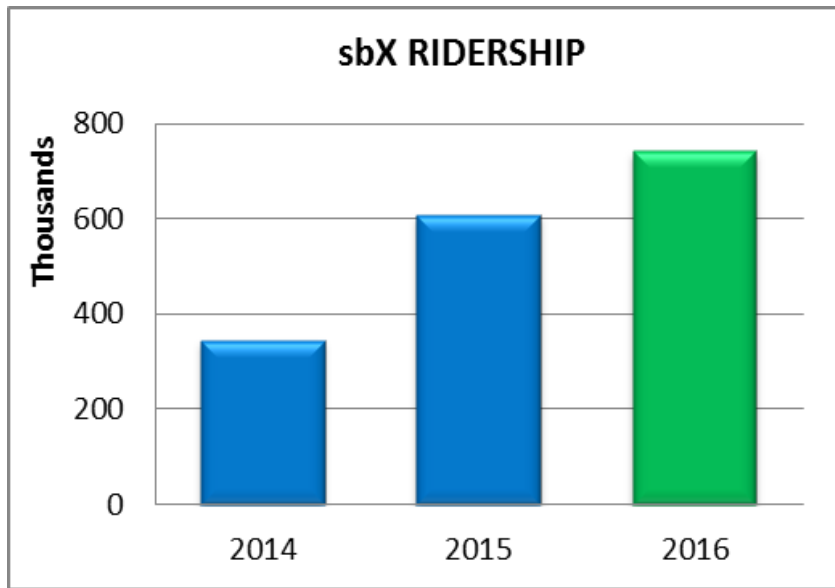


Marketing Plan

Market Analysis

Ridership: -11.6% YTD (Feb. 2017)

- **sbX +22% 2016 vs. 2015**
- **Freeway Routes +2% 2016 vs. 2015**
 - **Route 290 +93%**





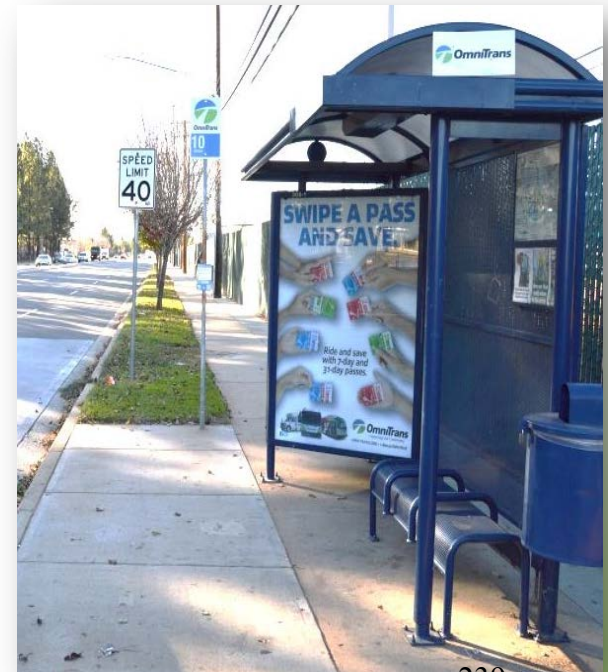
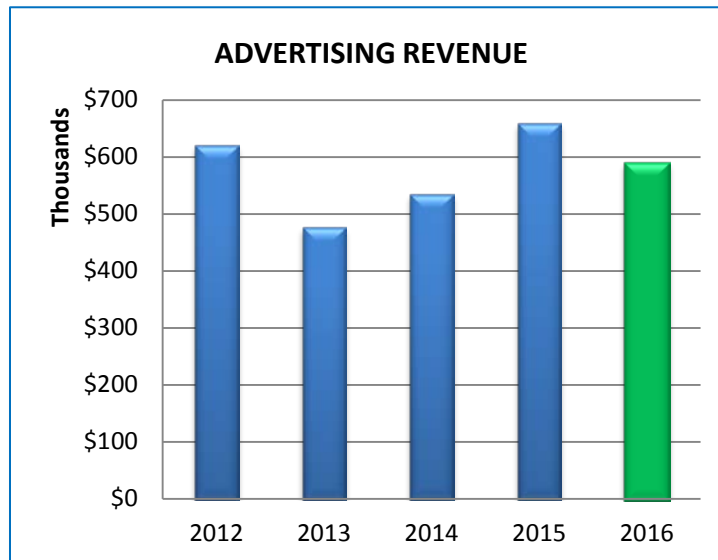
OmniTrans

2017
2018

Marketing Plan

Market Analysis

- **Revenue**
 - **Pass Sales: +0.6% YTD**
 - **Adv. Revenue: -11% (2016 vs. 2015)**





Marketing Plan

FY2017-18 Targets

Ridership

-6.9% system wide projection

Revenue

>0.0% Pass Sales; +10% Advertising

Customer Satisfaction

85% customer satisfaction rating

<15% lost calls in call center

Awareness/Public Opinion

>90% public awareness; >75% positive opinion

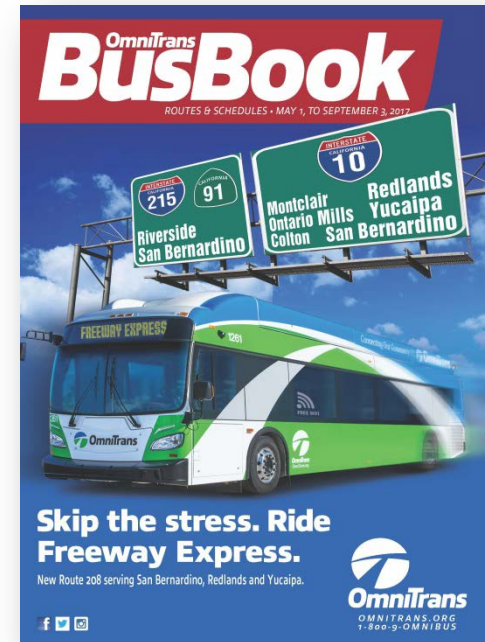
+5% outreach; media coverage 66% positive



Marketing Plan

Ridership

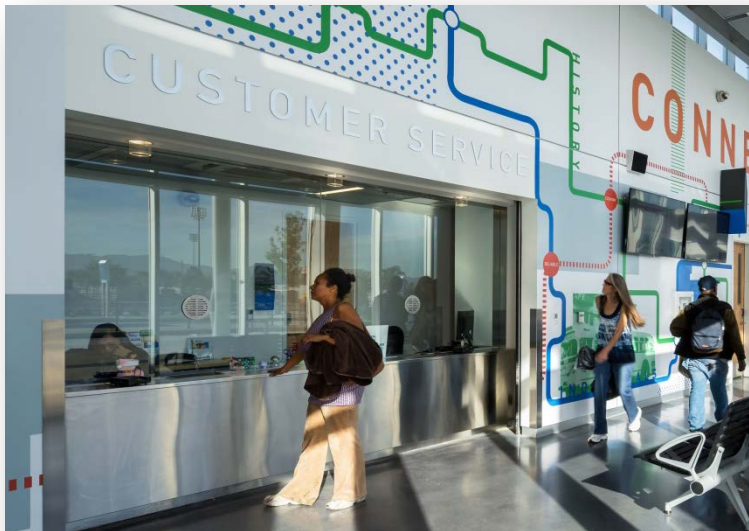
- **Better Connections**
 - Metrolink-SBTC, ONT-61
- **Express services**
 - Freeway routes, sbX
- **Students**
 - New Summer Youth Fare
 - \$1 in June and July
 - GoSmart Colleges
- **Commuters**
 - Amazon employees



Marketing Plan

Revenue

- Promote prepaid fares
 - SBTC sales, TVMs, Online
 - Mobile fare payment technology
- New Advertising Revenue Contract
- SB Transit Center Development





OmniTrans

2017
2018

Marketing Plan

Customer Satisfaction

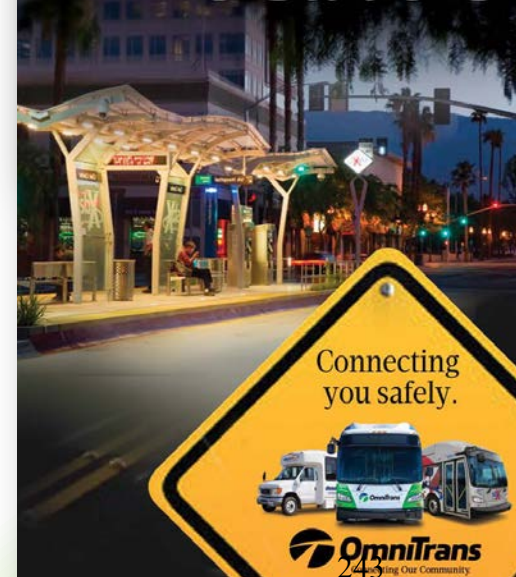
- **Customer communications**
 - Digital channels and print
- **Passenger amenities**
 - On board, at stops/stations
 - Premium Shelters
- **Customer service culture**
- **Customer education**
 - Safety/Security
 - Courtesy/Rules to Ride
 - How-To: NexTrip, bike racks

MOBILE FRIENDLY.



The NEW mobile-friendly omnitrans.org.
Plan your trip, track your bus, buy passes
and more, from all your mobile devices.
Easier to use. Easier to ride.

Lighted Shelters & Stations.



Connecting
you safely.



OmniTrans
24/7
Connecting Our Community



OmniTrans

2017
2018

Marketing Plan

Awareness/Public Opinion

- Effective public relations
- Stakeholder communications and partnerships
- Community outreach
 - Events, sponsorships, partnerships





Marketing Plan

Thank You!

ITEM # _____ F4 _____

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Maurice Mansion, Treasury Manager

SUBJECT: FISCAL YEAR 2017-2018 ANNUAL BUDGET

FORM MOTION

Adopt Omnitrans Fiscal Year 2017-2018 Annual Budget.

This item was reviewed by the Administrative and Finance Committee at its April 13, 2017, meeting, and recommended for adoption.

BACKGROUND

The Agency proposes for Fiscal Year 2017-2018 an increase in the Operating Budget of \$5,488,377 or 7.0%, and a decrease in the Capital Budget of \$54,658 or .18%. The total budget is as follows:

Budget	FY 2016-17YE	FY 2017-18	\$ Change	% Change
Operating Budget	\$ 78,361,856	\$ 83,850,233	\$ 5,488,377	7.0%
Capital Budget	\$ 30,226,474	\$ 30,171,816	\$ (54,658)	(.18)%
Less Capital Used For Operating	\$ (13,069,542)	\$ (15,440,332)	\$ 2,370,790	18.1%
TOTAL BUDGET *	\$ 95,518,788	\$ 98,581,718	\$ 3,062,930	3.2%

**Numbers may be slightly off due to rounding*

The proposed budget for FY 2017-18 includes an operating budget of approximately \$83.9 million (excluding depreciation) and a capital budget of approximately \$30.2 million. The capital budget includes \$15.4 million used to pay for operating expenditures. Thus, the total proposed expenditures for Omnitrans are budgeted at \$98,581,718.

The prior year FY 2016-17 operating budget was approximately \$78.7 million (excluding depreciation) and a capital budget of approximately \$30.2 million. Excluding capital used for operations, the total budget was \$95.8 million.

OPERATING BUDGET

The proposed FY 2017-18 operating budget of \$83,850,233 is up \$5,488,377 or 7.0% compared to FY 2017YE estimate. The increase in the FY2017-18 budget is largely contributed to an increase in ongoing expenses for the Agency.

OPERATING	FY 2016-17 Year End Estimate	FY 2017-18 Proposed	Change	% Change
Salaries and Benefits	\$ 48,135,593	\$ 51,035,059	\$ 2,899,467	6.02%
Services	\$ 3,226,866	\$ 5,016,301	\$ 1,789,435	55.45%
Materials and Supplies	\$ 5,983,628	\$ 6,500,947	\$ 517,319	8.65%
Occupancy	\$ 3,614,928	\$ 3,975,923	\$ 360,995	9.99%
Casualty and Liability	\$ 6,569,084	\$ 6,557,494	\$ (11,590)	-.18%
Taxes	\$ 49,619	\$ 49,782	\$ 163	.33%
Purchased Transportation	\$ 8,962,367	\$ 9,213,916	\$ 251,548	2.81%
Printing and Advertising	\$ 911,533	\$ 1,037,519	\$ 125,986	13.82%
Miscellaneous	\$ 43,483	\$ 46,509	\$ 3,026	6.96%
Leases and Rentals	\$ 26,506	\$ 416,782	\$ 390,276	1472 %
Capital Purchase (Expense)	\$ 838,248	\$ 0	\$ (838,248)	
TOTAL OPERATING *	\$ 78,361,856	\$ 83,850,233	\$ 5,488,377	7.0%

* Numbers may be slightly off due to rounding

CAPITAL BUDGET

The proposed FY 2017-18 Capital Budget includes funding for revenue vehicles, computer equipment and software, preventative maintenance and facility infrastructure improvements.

CAPITAL	FY 2016-17 Adopted	FY 2017-18 Proposed	Change	% Change
Facilities	\$ 3,346,423	\$ 620,975	\$ (2,725,448)	(81.4)%
Revenue Vehicles	\$ 10,780,509	\$ 11,080,509	\$ 300,000	2.78%
Service Vehicles	\$ 630,000	\$ 630,000	\$ 0	0.0%
Computer Equip. /Software	\$ 2,400,000	\$ 2,400,000	\$ 0	0.0%
Operating / Other	\$ 13,069,542	\$ 15,440,332	\$ 2,370,790	18.1%
TOTAL CAPITAL EXPENSES*	\$ 30,226,474	\$ 30,171,816	\$ (54,658)	(.18)%

* Numbers may be slightly off due to rounding

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

PSG:MM

Budget 2017-2018



May 3, 2017

Omnitrans

1700 W. Fifth St.

San Bernardino, CA 92411

DEPARTMENT SUMMARY OF PROGRAMS

REVENUE BUDGET

The revenue budgets are developed to provide the foundation for determining the activities of the organization. Operating revenues are derived from various sources such as: Farebox - fare revenue collected from passengers that utilize our Fixed Route, Omnitrail and Access services; Advertising - revenue for advertisement on our coaches' shelters and in and on the sides of our coaches; Interest - revenue from the investment with Local Agency Investment Fund (LAIF). Federal, state and local programs are additional sources of operating revenue. Capital revenue are funds collected from federal, state, local and special incentive programs which the Agency utilizes to purchase capital assets such as buses, equipment, and other depreciable assets. The Marketing/Planning, Operations and Finance departments work together to develop the Agency's annual service plan. This service plan in turn is used to project the revenue needed for the upcoming fiscal year.

FISCAL SUMMARY BY PROGRAM

	2015-16 ACTUAL	2016-17 ADOPTED	2017-18 PROPOSED	\$ / % Change FY 17 to FY 18	Notes
Farebox Revenue/Other Revenue:					
Passenger Fares - Fixed Routes	12,216,253	12,125,011	10,326,286	(1,798,725)	-14.83% Decrease in fare revenue based on decrease in ridership
Passenger Fares - Access	1,647,149	1,647,000	1,667,055	20,055	1.22% Minor increase in ACCESS ridership
Advertising and Other Aux Rev	693,049	655,000	655,000	-	0.00%
Interest and Other Non-Trans	1,318,091	60,000	850,110	790,110	Revenue generated by sale of LCF Credits
SUB-TOTAL	15,874,542	14,487,011	13,498,452	(988,559)	-6.82%
Operating Revenue Source-Cap					
LTF	38,810,030	39,974,380	41,973,611	1,999,231	5.00% Increase of LTF plus additional funds for Ontario Airport shuttle
LTF- Carryover	-	767,296	-	(767,296)	
FTA Section 5307 Maint/Leases	9,183,730	9,169,630	11,540,420	2,370,790	25.85% Use of FTA funds for Capitalized Operations
FTA Section 5307 ACCESS	1,600,000	1,600,000	1,600,000		0.00%
FTA - CTSA - JARC/NF/5310			798,466		
STAF - Operating Costs	1,617,708	1,368,539	1,392,654	24,115	1.76%
Carl Moyer/JARC/STIP/LCTOP	-	1,302,519	854,435	(448,084)	Reduction in use of JARC/NF for the CTSA
STA Maint./Repeater/Tire	2,299,913	2,299,913	2,299,913	-	0.00%
Measure 1 & Subsidy	5,600,000	5,800,000	6,422,061	622,061	10.73% Increase in Measure 1 funds
Measure 1 - CTSA	-	1,571,286	1,970,222	398,936	25.39% Additional use of Measure 1 funds to STS projects
Other Funds - Medical Billing	611,954	1,000,000	1,500,000	500,000	Medical Billings running higher than planned
SUB-TOTAL	59,723,335	64,853,563	70,351,782	4,699,753	7.25%
Capital Revenues:					
FTA Section 5307	9,276,544	16,941,200	16,941,200	-	0.00%
FTA Section 5339	-	1,260,509	1,260,509	-	
FTA Section 5310	-	-	-	-	
Prop 1B	3,789,155	2,936,287	4,110,195	1,173,908	Additional Prop 1B funds used for Revenue Vehicles
STAF (SB 620)	-	2,299,913	2,299,913	-	0.00%
LTF	1,229,546	-	-	-	
CMAQ	15,492,369	6,660,000	5,560,000	(1,100,000)	-16.52% Reduction in CMAQ funding. Offset by Prop 1B funding
Prop 1B - Security	-	128,566	-	(128,566)	-100.00%
Measure 1 Capital	849,211	-	-	-	
CAPITAL TOTAL	30,636,825	30,226,475	30,171,817	(54,658)	-0.18%
Less capital used for Operating	(13,272,914)	(13,069,542)	(15,440,332)	(2,370,790)	18.14%
TOTAL CAPITAL	17,363,911	17,156,933	14,731,485	(2,425,448)	-14.14%
OPERATIONS TOTAL	75,597,877	79,340,574	83,850,234	4,509,660	5.68%
GRAND TOTAL	92,961,788	96,497,507	98,581,719	2,084,212	2.16%

DEPARTMENT

SUMMARY OF PROGRAMS

OMNITRANS CONSOLIDATED

The Agency's consolidated report is the summary look at all department costs from actuals charges for FY 2015-16, adopted budget for FY 2016-17 and proposed budget costs for FY 2017-18.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	43,331,010	48,738,590	48,135,593	51,035,059	2,899,467	6.02%
Services	2,392,695	3,947,676	3,226,866	5,016,301	1,789,436	55.45%
Material and Supplies	6,008,281	5,670,205	5,983,628	6,500,947	517,319	8.65%
Occupancy	3,726,259	3,893,312	3,614,928	3,975,923	360,995	9.99%
Casualty and Liability	3,107,806	6,244,931	6,569,084	6,557,494	(11,590)	-0.18%
Taxes	61,561	49,782	49,619	49,782	163	0.33%
Purchased Transport	9,041,314	9,377,551	8,962,367	9,213,916	251,548	2.81%
Printing and Advertising	918,087	1,106,419	911,533	1,037,519	125,986	13.82%
Miscellaneous Expenses	(216,639)	(104,673)	43,483	46,509	3,026	6.96%
Leases and Rentals	-	416,782	26,506	416,782	390,276	1472.39%
SUBTOTAL	68,370,375	79,340,575	77,523,608	83,850,233	6,326,625	8.16%
Depreciation	13,566,593	14,787,683	12,639,470	13,534,748	895,278	7.08%
Capital Purchase	932,312	-	838,248	-	(838,248)	
SUBTOTAL	82,869,279	94,128,258	91,001,326	97,384,981	6,383,655	7.01%
GRAND TOTAL **	69,302,686	79,340,575	78,361,856	83,850,233	5,488,377	7.00%

** Less Depreciation

DEPARTMENT**SUMMARY OF PROGRAMS****OPERATIONS: 1100**

The Operations Department is responsible for planning, organizing, implementing, coordinating and directing service delivery for all of the Agency's fixed routes and all fleet safety and training programs. Our State and Federal DOT certified Instructors provide initial and periodic training for our operating personnel in all aspects of agency policy and procedure, legal requirements, vehicles and related equipment as well as administer our National Safety Council fleet safety program.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	27,622,627	28,675,966	28,722,278	32,417,335	3,695,057	12.86%
Services	9,478	39,000	38,712	39,000	289	0.75%
Material and Supplies	91,844	99,248	74,374	99,248	24,874	33.44%
Occupancy	-	-	-	-	-	
Casualty and Liability	-	-	-	-	-	
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	6,775	8,133	5,740	8,133	2,393	41.68%
Miscellaneous Expenses	82,190	60,525	44,761	74,710	29,949	66.91%
Leases and Rentals	-	-	-	-	-	
SUBTOTAL	27,812,914	28,882,872	28,885,865	32,638,426	3,752,561	12.99%
Depreciation	-	-	-	-	-	
SUBTOTAL	27,812,914	28,882,872	28,885,865	32,638,426	3,752,561	12.99%
GRAND TOTAL **	27,812,914	28,882,872	28,885,865	32,638,426	3,752,561	12.99%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

MAINTENANCE: 1200

The Maintenance Department administers three areas of responsibility: Administration, Maintenance, Building/Engineering/Construction. The major program is the maintenance of the revenue vehicles to meet operating schedules, the repair and body work for the revenue fleet, passenger vehicles and vans, as well as light and heavy duty trucks. The program in addition maintains and repairs Omnitrans generators, compressors, and power equipment as well as performing specific tasks relating to general welding and fabrication for the department. The Building/Engineering/Construction program assists with and ensures Omnitrans facilities meet City, State, and Federal regulations and standards. All major remodels, repairs and maintenance of all facilities and buildings are managed through the Maintenance Department.

Omnitrans Maintenance Department Mission Statement: To provide clean, safe, and reliable vehicles, equipment, and facilities to Omnitrans internal and external customers.

	<u>FISCAL SUMMARY BY PROGRAM</u>					
	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	7,261,725	8,249,869	7,680,359	8,591,794	911,435	11.87%
Services	489,107	341,061	433,790	425,296	(8,494)	-1.96%
Material and Supplies	4,011,825	3,261,923	4,310,910	4,533,156	222,246	5.16%
Occupancy	1,540,995	1,382,461	1,366,299	1,382,461	16,162	1.18%
Casualty and Liability	-	-	-	-	-	
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	-	-	-	-	-	
Miscellaneous Expenses	(123,525)	(54,489)	(109,368)	(54,489)	54,879	-50.18%
Leases and Rentals	-	416,782	26,506	416,782	390,276	1472.39%
SUBTOTAL	13,180,128	13,597,607	13,708,496	15,295,000	1,586,504	11.57%
Depreciation	-	-	-	-	-	
SUBTOTAL	13,180,128	13,597,607	13,708,496	15,295,000	1,586,504	11.57%
GRAND TOTAL **	13,180,128	13,597,607	13,708,496	15,295,000	1,586,504	11.57%

** Less Depreciation

DEPARTMENT**SUMMARY OF PROGRAMS****ADMINISTRATION: 1300**

The Administration department budget currently includes budgets for the CEO/General Manager, Director of Internal Audit Services and their administrative support staff. The CEO/General Manager serves as the Chief Executive Officer for Omnitrans. Appointed by the Board, the CEO/General Manager is responsible for the overall administration of all Omnitrans departments and oversees the enforcement of all pertinent State/Federal laws. This office is responsible on a day-to-day basis for the efficient performance of all operations, responsible for implementing Board policy and formulating staff recommendations for Board review on policy matters. Included in this program are legislative relations/policy analysis, administrative analysis, and general oversight of operations. The CEO/General Manager oversees the preparation of the budget and is responsible for the administration of the budget once adopted by the Board. Administration carries out the duties assisting in preparation of Board agendas, minutes, maintaining all official documents of the Omnitrans records of proceedings, deeds, agreements, contracts, filing annual disclosure statements, and coordination of board committees. The Director of Internal Audit Services reports to the CEO/General Manager and is responsible for all internal audit functions. This position is responsible for determining risk assessments and appropriate internal audits. The Director of Internal Audit Services also reports indirectly to the Board of Directors, Administrative & Finance Committee which also is the audit committee.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	686,866	1,131,357	701,801	934,433	232,632	33.15%
Services	156,739	624,577	280,663	625,000	344,337	122.69%
Material and Supplies	10,445	14,501	7,326	14,501	7,175	97.93%
Occupancy	-	2,500	-	2,500	2,500	
Casualty and Liability	-	-	-	-	-	
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	75	28,300	-	28,300	28,300	
Miscellaneous Expenses	153,082	173,500	167,607	173,500	5,893	3.52%
Leases and Rentals	-	-	-	-	-	
SUBTOTAL	1,007,206	1,974,735	1,157,398	1,778,234	620,837	53.64%
Depreciation	-	-	-	-	-	
SUBTOTAL	1,007,206	1,974,735	1,157,398	1,778,234	620,837	53.64%
GRAND TOTAL **	1,007,206	1,974,735	1,157,398	1,778,234	620,837	53.64%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

INFORMATION TECHNOLOGY SERVICES 1320

The Information Technology Services department is charged with managing all fixed based technology deployed at Omnitrans. The Information Technology Services department supports over 50 applications. For each system, a level of I.T.S. support has been identified by the IT Steering Committee. By policy, I.T.S. replaces 25% of the personal computers due to maintenance and software problems. A Computer training facility has been established. The Director of I.T. chairs the Information Systems Steering Committee which meets monthly.

- | | | |
|---------------------------|--------------------------|------------------------------------|
| - Servers Supported: 75 | - Printers Supported: 50 | - Phone Systems Supported: 4 |
| - Desktops Supported: 225 | - Copiers Supported: 10 | - Local Area Networks Supported: 5 |

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	910,668	958,759	930,243	1,053,507	123,264	13.25%
Services	1,009	-	-	-	-	
Material and Supplies	25,086	29,500	30,794	29,500	(1,294)	-4.20%
Occupancy	1,672,311	1,709,657	1,703,050	1,809,657	106,607	6.26%
Casualty and Liability	-	-	-	-	-	
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	-	-	-	-	-	
Miscellaneous Expenses	4,020	17,387	211	17,387	17,176	8141.07%
Leases and Rentals	-	-	-	-	-	
SUBTOTAL	2,613,094	2,715,303	2,664,299	2,910,051	245,752	9.22%
Depreciation	-	-	-	-	-	
SUBTOTAL	2,613,094	2,715,303	2,664,299	2,910,051	245,752	9.22%
GRAND TOTAL **	2,613,094	2,715,303	2,664,299	2,910,051	245,752	9.22%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

MARKETING/PLANNING

1400

At Omnitrans, marketing, public relations, planning and customer service functions fall within the Marketing & Planning Department. The marketing and planning functions work together to identify customer and community transportation needs in order to develop and enhance service offerings then effectively communicate them to the public. The marketing/public relations section is responsible for all community outreach efforts and customer communications, both printed and electronic, paid advertising, publicity and media relations. Omnitrans utilizes an advertising agency to provide advertising and design services including creative development, graphic design, media buying and webmaster responsibilities. The planning section prepares the Agency's short range transit plan, annual service plan, development of new service, and monitors existing service to recommend changes. They also handle public outreach related to service and fare changes and system development. The stops and stations team works to keep up the appearance of bus stops and transit centers and provide informational signage at stops. The customer service section provides customer assistance in the Agency's call center and San Bernardino Transit Center seven days a week. This section also manages fare media sales, reduced fare ID cards, lost and found and reception. The department

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	2,071,375	2,194,290	2,152,924	2,300,594	147,670	6.86%
Services	60,249	68,000	65,360	68,000	2,640	4.04%
Material and Supplies	9,075	9,525	10,913	9,525	(1,388)	-12.72%
Occupancy	73,076	66,425	63,482	66,425	2,943	4.64%
Casualty and Liability	-	-	-	-	-	
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	812,956	867,880	867,000	867,880	880	0.10%
Miscellaneous Expenses	100,058	118,550	111,035	118,550	7,515	6.77%
Leases and Rentals	-	-	-	-	-	
SUBTOTAL	3,126,790	3,324,670	3,270,714	3,430,974	160,261	4.90%
Depreciation	-	-	-	-	-	
SUBTOTAL	3,126,790	3,324,670	3,270,714	3,430,974	160,261	4.90%
GRAND TOTAL **	3,126,790	3,324,670	3,270,714	3,430,974	160,261	4.90%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

HUMAN RESOURCES: 1600

The Human Resources Department plans, coordinates and administers a comprehensive human resources management program which subscribes to merit principles of personnel administration, fosters an organizational climate of confidence and trust, and promotes a proactive approach to manpower planning and resources administration. The Director and staff administers Omnitrans claims for Workers' Compensation benefits, working with outside counsel to monitor, control and resolve litigated claims, and provides training for various departments in order to minimize the potential risk of future losses. Human Resources is responsible for staff development to provide an opportunity for employees to have a direct impact on the workplace through participation in joint problem-solving activities with management.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	S / % Change FY 2017YE-2018	
Salaries and Benefits	(1,224,370)	1,278,526	1,238,403	1,380,822	142,419	11.50%
Services	413,600	336,430	392,529	393,500	971	0.25%
Material and Supplies	5,365	4,368	5,732	5,500	(232)	-4.05%
Occupancy	-	-	-	-	-	
Casualty and Liability	573,291	2,068,003	2,124,614	2,068,003	(56,611)	-2.66%
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	13,771	15,471	13,431	15,471	2,040	15.19%
Miscellaneous Expenses	82,783	71,353	49,460	71,353	21,893	44.26%
Leases and Rentals	-	-	-	-	-	
SUBTOTAL	(135,559)	3,774,150	3,824,169	3,934,649	110,480	2.89%
Depreciation	-	-	-	-	-	
SUBTOTAL	(135,559)	3,774,150	3,824,169	3,934,649	110,480	2.89%
GRAND TOTAL **	(135,559)	3,774,150	3,824,169	3,934,649	110,480	2.89%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

SAFETY AND SECURITY

1630

Under the general administration of the CEO/General Manager, and reporting to the Director of Human Resources and Safety and Regulatory Compliance, the Safety and Security Section is responsible for all physical plant/transit system safety compliance and Security/Public Safety Programs. Many of these programs are under the oversight of the Federal Transit Administration, Transportation Safety Administration/Department of Homeland Security as well as State, County, and Local Public Safety and Safety & Environmental Compliance agencies. Omnitrans has an ongoing internal process of reviewing operations, procedures, and processes, as well as interfacing with local public Law, Fire, and Emergency Service first response agencies for external coordination, support and feedback. The staff of this section meet routinely with San Bernardino County Public Safety and Emergency Services Organizations as well as regional and state public safety and transportation safety officials. The staff is responsible for the generation of various regulatory reports and records as well as monthly reporting of transit system and security events/incidents to the FTA - National Transit Database Reporting System.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	389,944	482,692	424,440	505,107	80,667	19.01%
Services	860,126	802,349	813,380	924,361	110,981	13.64%
Material and Supplies	525	9,045	3,000	9,000	6,000	200.00%
Occupancy	8,834	15,943	12,000	15,943	3,943	32.86%
Casualty and Liability	-	-	-	-	-	-
Taxes	-	-	-	-	-	-
Purchased Transport	-	-	-	-	-	-
Printing and Advertising	-	1,917	-	1,917	1,917	-
Miscellaneous Expenses	2,729	14,360	14,232	14,360	128	0.90%
Leases and Rentals	-	-	-	-	-	-
SUBTOTAL	1,262,159	1,326,306	1,267,051	1,470,688	203,636	16.07%
Depreciation	-	-	-	-	-	-
SUBTOTAL	1,262,159	1,326,306	1,267,051	1,470,688	203,636	16.07%
GRAND TOTAL **	1,262,159	1,326,306	1,267,051	1,470,688	203,636	16.07%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

PROCUREMENT

1700

The Procurement Department ensures compliance with best practices and requirements as outlined in the Omnitrans' Procurement policies and procedures, and FTA C4220.1F. This includes the development of templates, model contracts, standard purchase order terms and conditions, and the implementation of procedures that will ensure fair and open competition and the equitable treatment of all potential bidders. Procurement assists departments in develop technical specifications and scopes of work and presents contracts to the Omnitrans Board for approval. While Departments are responsible for providing the budget, manpower and programmatic monitoring, Procurement is responsible for contract administration. The Director of Procurement monitors the integrity of the procurement system, measures procurements against contractual requirements, and identifies cost saving & avoidance opportunities such as consolidating procurements to benefit from economies of scale.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$/ % Change FY 2017YE-2018	
Salaries and Benefits	1,624,543	1,517,164	1,690,512	1,667,399	(23,113)	-1.37%
Services	11,792	17,471	11,400	17,471	6,071	53.25%
Material and Supplies	9,376	7,675	5,844	7,675	1,831	31.34%
Occupancy	-	-	-	-	-	
Casualty and Liability	-	-	-	-	-	
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	1,470	9,118	8,894	9,118	224	2.52%
Miscellaneous Expenses	6,827	9,459	3,685	9,459	5,775	156.73%
Leases and Rentals	-	-	-	-	-	
SUBTOTAL	1,654,009	1,560,887	1,720,334	1,711,122	(9,212)	-0.54%
Depreciation	-	-	-	-	-	
SUBTOTAL	1,654,009	1,560,887	1,720,334	1,711,122	(9,212)	-0.54%
GRAND TOTAL **	1,654,009	1,560,887	1,720,334	1,711,122	(9,212)	-0.54%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

FINANCE: 1800

The Finance Department is responsible for the control of all financial activities for Omnitrans, including the collection and disbursement of funds and ensuring that adequate resources are available. The department has three programs: Finance Administration, Accounting and Accounting Services.

Finance Administration: provides administrative support and direction to all finance programs as well as other Omnitrans Departments. Administrative functions include setting financial goals and objectives, planning financial policy, budget development, agency payroll, and budget training, administers self-insurance portions of Omnitrans risk programs.

Accounting Section: Is charged with all the accounting functions in Omnitrans:
Accounts Payable/Receivables - Responsible for the payment of outstanding obligations owed by Omnitrans, tracking end of period adjustments, fixed assets and project/grant management.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	1,111,230	1,129,853	1,130,026	1,211,018	80,992	7.17%
Services	134,837	185,600	145,000	185,600	40,600	28.00%
Material and Supplies	5,020	10,234	6,008	10,000	3,992	66.45%
Occupancy	-	-	-	-	-	
Casualty and Liability	2,272,525	3,873,142	3,651,807	3,873,142	221,335	6.06%
Taxes	61,561	49,282	49,539	49,282	(257)	-0.52%
Purchased Transport	-	-	-	-	-	
Printing and Advertising	-	-	-	-	-	
Miscellaneous Expenses	(525,038)	(559,318)	(282,678)	(405,621)	(122,943)	43.49%
Leases and Rentals	-	-	-	-	-	
Other - CAP Credit					-	
SUBTOTAL	3,060,136	4,688,793	4,699,702	4,923,422	223,720	4.76%
Depreciation	11,199,260	13,659,531	11,647,454	12,239,149	591,695	5.08%
Capital Purch Exp	12,463,321	-	3,591,481	-	(3,591,481)	
SUBTOTAL	26,722,717	18,348,324	19,938,636	17,162,571	(2,776,065)	-13.92%
GRAND TOTAL **	15,523,456	4,688,793	8,291,182	4,923,422	(3,367,761)	-40.62%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

ACCESS: 2110

Access is part of the Special Transit Services Department. Access provides public transportation services to persons who are physically or cognitively unable to use regular bus service (ADA certified and/or Omnitrans Disability Identification Card holders). Access operates curb-to-curb service with minibuses or vans.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	226,275	-	267,811	281,307	13,496	
Services	79,863	83,507	83,787	94,812	11,025	13.16%
Material and Supplies	1,255,377	1,372,960	974,791	1,078,885	104,094	10.68%
Occupancy	107,975	85,158	120,678	127,949	7,271	6.03%
Casualty and Liability	236,677	128,954	412,696	420,263	7,567	1.83%
Taxes	-	-	-	-	-	
Purchased Transport	7,747,383	8,116,705	7,686,675	7,953,070	266,395	3.47%
Printing and Advertising	-	-	-	-	-	
Miscellaneous Expenses	236	-	564	15,500	14,936	
Leases and Rentals	-	-	-	-	-	
					-	
SUBTOTAL	9,653,785	9,787,285	9,547,001	9,971,785	424,784	4.45%
Depreciation	868,964	1,128,152	992,017	1,295,599	303,583	30.60%
SUBTOTAL	10,522,750	10,915,437	10,539,018	11,267,384	728,367	6.91%
GRAND TOTAL **	9,653,785	9,787,285	9,547,001	9,971,785	424,784	4.45%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

CTSA: 3000

The Consolidated Transportation Service Agency (CTSA) is part of the Special Transit Services department. It works with the community and organizations to provide human service transportation programs for people with disabilities and seniors within Omnitrans' service area. STS currently has partnerships with community agencies to provide "door to door" transportation and operates 4 in house transportation programs: Travel Training, Volunteer Driver, Ride Taxi and Ride Lyft.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits		724,782	753,664	691,743	(61,921)	-8.22%
Services		1,063,109	635,673	1,872,480	1,236,807	194.57%
Material and Supplies		58,720	15,492	78,050	62,558	403.81%
Occupancy		148,695	33,121	88,515	55,394	167.25%
Casualty and Liability		-	-	4,500	4,500	
Taxes		500	80	500	420	525.00%
Purchased Transport		-	-	-	-	
Printing and Advertising		90,000	-	21,100	21,100	-
Miscellaneous Expenses		44,000	43,974	11,800	(32,174)	-73.17%
Leases and Rentals	-	-	-	-	-	
					-	
SUBTOTAL	-	2,129,806	1,482,004	2,768,688	1,286,684	86.82%
Depreciation					-	
SUBTOTAL	-	2,129,806	1,482,004	2,768,688	1,286,684	86.82%
GRAND TOTAL **	-	2,129,806	1,482,004	2,768,688	1,286,684	86.82%

** Less Depreciation

DEPARTMENT**SUMMARY OF PROGRAMS****OMNIGO/PURCHASED TRANSPORTATION:****2500**

Omnitrans uses purchased transportation to provide two types of fixed route service: 1) weekend service on routes that consistently have low weekend loads; and, 2) OmniGo local circulator service. The use of purchased transportation on weekends is designed to match a smaller cutaway vehicle with a 16-18 passenger capacity to routes that rarely see more than 16 passengers on board at one time. OmniGo service is a neighborhood shuttle service that uses the same smaller vehicles in regular fixed route service. The OmniGo program was designed to augment OmniLink after multiple years when the standalone version of OmniLink did not meet standard.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	5,053	-	4,836	-	(4,836)	
Services	-	-	-	-	-	
Material and Supplies	168,584	190,444	133,716	107,278	(26,438)	-19.77%
Occupancy	5,486	5,473	4,163	5,473	1,311	31.49%
Casualty and Liability	25,312	7,831	24,586	24,586	(0)	0.00%
Taxes	-	-	-	-	-	
Purchased Transport	1,293,932	1,260,846	1,275,693	1,260,846	(14,847)	-1.16%
Printing and Advertising	-	-	-	-	-	
Miscellaneous Expenses	-	-	-	-	-	
Leases and Rentals	-	-	-	-	-	
					-	
SUBTOTAL	1,498,368	1,464,594	1,442,993	1,398,183	(44,810)	-3.11%
					-	
Depreciation	-	-	-	-	-	
SUBTOTAL	1,498,368	1,464,594	1,442,993	1,398,183	(44,810)	-3.11%
					-	
GRAND TOTAL **	1,498,368	1,464,594	1,442,993	1,398,183	(44,810)	-3.11%

** Less Depreciation

DEPARTMENT

SUMMARY OF PROGRAMS

sbX Bus Rapid Transit -BRT

2600

BRT service mirrors light-rail service with dedicated amenities, stations and significantly reduced travel times utilizing dedicated BRT Buses. sbX utilizes standalone stations with level boarding, pre-paid fares, dedicated lanes, signal prioritization, and limited stop spacing to achieve faster service.

FISCAL SUMMARY BY PROGRAM

	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 YE EST	2017-2018 PROPOSED	\$ / % Change FY 2017YE-2018	
Salaries and Benefits	2,645,072	2,395,331	2,436,341	-	(2,436,341)	-100.00%
Services	175,895	386,572	326,572	370,782	44,210	13.54%
Material and Supplies	415,757	602,062	404,727	518,629	113,902	
Occupancy	317,582	477,000	312,136	477,000	164,864	52.82%
Casualty and Liability	-	167,000	355,381	167,000	(188,381)	
Taxes	-	-	-	-	-	
Purchased Transport	-	-	-	-	-	
Printing and Advertising	82,963	85,600	16,468	85,600	69,132	419.80%
Miscellaneous Expenses	-	-	-	-	-	
Leases and Rentals	-	-	-	-	-	
					-	
SUBTOTAL	3,637,269	4,113,565	3,851,625	1,619,011	(2,232,614)	-57.97%
					-	
Depreciation	-	-	-	-	-	
SUBTOTAL	3,637,269	4,113,565	3,851,625	1,619,011	(2,232,614)	-57.97%
					-	
GRAND TOTAL **	3,637,269	4,113,565	3,851,625	1,619,011	(2,232,614)	-57.97%

** Less Depreciation



BUDGET

**MAURICE MANSION
TREASURY MANAGER
MAY 3, 2017**



Budget

FY2018 Budget Highlights

- ◆ **FY 18 \$98.6M vs. FY17 \$96.1M**
- ◆ **CTSA Fully Incorporated In Budget**
- ◆ **Service Maintained At Current Levels**
- ◆ **No Additional Headcount Impacts**
- ◆ **CNG Tax Credit No Longer Available**



Budget

FY2018 Revenue Assumptions

- ◆ **Declining Ridership Affects Revenue**
- ◆ **Actions Taken to Address Revenue**
 - ◆ **Medi-Cal Billing Included In Budget - \$1.5M**
 - ◆ **Capitalized Preventive Maintenance- \$2.3M**
 - ◆ **Low Carbon Fuel Standard Credits- \$.8M**



Budget

Total Budget: Core & CTSA

	OMNI Core	CTSA	TOTAL
Salary and Benefits	50,343,316	691,743	\$51,035,059
Services	3,143,821	1,872,480	\$5,016,301
Materials and Supplies	6,422,897	78,050	\$6,500,947
Occupancy	3,887,409	88,515	\$3,975,924
Casualty & Liability	6,552,994	4,500	\$6,557,494
Taxes	49,282	500	\$49,782
Purchased Transportation	9,213,915	0	\$9,213,915
Printing & Advertising	1,016,419	21,100	\$1,037,519
Miscellaneous	34,709	11,800	\$46,509
Leases and Rentals	416,782	0	\$416,782
Capital	14,731,484	0	\$14,731,484
Total Budget	\$95,813,029	\$2,768,688	\$98,581,717



OmniTrans

**2017
2018**

Budget

Operating Budget: Revenue

	FY 16-17 (YE Est)	FY 17-18 (Proposed)	Variance
Fixed Route/OmniLink	11,332,881	10,326,286	(1,006,595)
Demand Response/Paratransit	1,645,919	1,667,055	21,136
Advertising and Auxillary Rev.	600,000	655,000	55,000
Interest and Non-Transp. Rev.	50,060	850,110	800,050
LTF Funds for Operations	39,974,380	41,973,611	1,999,231
LTF Carryover	767,296	0	(767,296)
FTA Section 5307 Maint. /Leases	10,769,630	13,140,240	2,370,610
STA	1,368,539	1,392,654	24,115
STA Maint. /Leases	2,299,913	2,299,913	0
Measure I & Subsidy	5,800,000	6,422,061	622,061
Measure I - CTSA	1,571,286	1,970,222	398,936
JARC/New Freedom	300,000	798,466	498,466
ADA Medi-Cal Reimbursement	1,891,795	1,500,000	(391,795)
LCTOP	646,153	854,435	208,282
Total Operating Revenues	79,017,852	83,850,053	4,832,201



Budget

Operating Budget: Expense

	FY 16-17 (YE Est)	FY 17-18 (Proposed)	Variance
Salary and Benefits	48,135,593	51,035,059	\$2,899,466
Services	3,226,866	5,016,301	\$1,789,435
Materials and Supplies	5,983,628	6,500,947	\$517,319
Occupancy	3,614,928	3,975,923	\$360,995
Casualty & Liability	6,569,084	6,557,494	(\$11,590)
Taxes	49,619	49,782	\$163
Purchased Transportation	8,962,367	9,213,916	\$251,549
Printing & Advertising	911,533	1,037,519	\$125,986
Miscellaneous	43,483	46,509	\$3,026
Leases and Rentals	26,506	416,782	\$390,276
Capital Purchase - Expense	838,248	0	(\$838,248)
Total Operating Budgets	\$78,361,855	\$83,850,232	\$5,488,377
Percentage Change			7.0%

* Depreciation is not included



Budget

Budget Comparisons

Operating Budget Comparison

- FY 16-17 Budget \$ 79,340,574
- FY 16-17 YE EST \$ 78,361,856
- FY 17-18 Budget \$ 83,850,233

Variances

- Salaries & Benefits \$ 2,899,467
- Services \$ 1,789,436
- Materials & Supplies \$ 517,319
- Occupancy \$ 360,995



OmniTrans

**2017
2018**

Budget

Capital Budget: Revenue

	FY 16-17 (Adopted)	FY 17-18 (Proposed)	Variance
FTA 5307	\$16,941,200	\$16,941,200	\$0
CMAQ	\$6,660,000	\$5,560,000	(\$1,100,000)
FTA 5339	\$1,260,509	\$1,260,509	\$0
STAF	\$2,299,913	\$2,299,913	\$0
Prop 1B	\$2,936,287	\$4,110,195	\$1,173,908
Prop 1B - Security	\$128,566	\$0	(\$128,566)
Total Capital Revenues	\$30,226,475	\$30,171,817	-\$54,658
Percentage Change			-0.2%
Capital Used for Operating	\$13,069,542	\$15,440,332	\$2,370,790



Budget

Capital Budget: Expense

	FY 16-17 (Adopted)	FY 17-18 (Proposed)	Variance
Facilities	\$3,346,423	\$620,975	(\$2,725,448)
Revenue Vehicles (FR/PT)	\$10,780,509	\$11,080,509	\$300,000
Service/Support Vehicles	\$630,000	\$630,000	\$0
Computer Equip/Software	\$2,400,000	\$2,400,000	\$0
Total Capital Expense	\$17,156,932	\$14,731,484	-\$2,425,448
Percentage Change			-14.1%
Capital Used for Operating	\$13,069,542	\$15,440,332	\$2,370,790

Budget



THANK YOU

ITEM # F5

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD OF CONTRACT FIN17-13
THIRD PARTY CONSULTANT TO PROVIDE NATURAL GAS AND
MANAGEMENT OF THE LOW CARBON FUEL STANDARD (LCFS)
CREDIT PROGRAM UNDER CALIFORNIA AB 32**

FORM MOTION

Authorize the CEO/General Manager to award Contract FIN17-13 to GHI Energy, LLC of Houston, TX, for the provision of Third Party Consultant to Provide Natural Gas and Management of the LCFS Credit Program under California AB 32 for five years in the amount of \$5,561,580, plus a contingency of \$556,158, for a not to exceed total amount of \$6,117,738; and

Authorize GHI Energy, LLC to register on behalf of Omnitrans as the regulated party in California's LCFS and the Federal Government's Federal Renewable Fuel Credits (RIN – Renewable Identification Number) programs and assume all responsibilities associated with program management, regulatory and compliance issues, and the trading of the carbon credits generated under the LCFS program; It is estimated that the LCFS and RIN will generate \$7,928,452.45 of revenue over the five year contract.

BACKGROUND

Omnitrans is transitioning its fueling operation from the delivery and storage of liquefied compressed natural gas (LCNG) to natural gas (NG) delivered through the utility pipeline for the fueling of its fleet of compressed natural gas (CNG) vehicles. The use of pipeline NG provides several benefits including the reduction of fueling costs and availability of a potential revenue generating source through the provisions of California's Global Warming Solutions Act of 2006 (AB 32).

On September 30, 2016, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-FIN17-13 to provide natural gas and management of the LCFS program. Notices were published in two local newspapers of general circulation and the solicitation was posted on Omnitrans' online bidding system. Five proposals were received by the October 26,

2016 deadline, and all were deemed responsive and evaluated in accordance with the selection criteria included in the RFP.

One firm was removed from further consideration as their proposal did not meet the technical requirements. The remaining firms are ranked below from highest to lowest score:

Selection Criteria	Total Points Possible	GHI Energy LLC	BP Energy Company	Trillium USA Company LLC	Clean Energy
Qualifications/Experience	25	20.83	22.50	20.00	21.67
Work Plan	25	22.50	23.33	20.00	21.67
Staffing/Project Organization	15	13.50	13.50	12.00	12.50
Technical Total	65	56.83	59.33	52.00	55.84
Cost/Price	35	35.00	22.99	24.44	16.99
Grand Total	100	91.83	82.32	76.44	72.83

The GHI proposal reduces the NG commodity costs by a fixed percentage and returns a larger share of the revenues generated utilizing both the state's LCFS and the Federal Government's RIN programs. GHI's knowledge and expertise on both the state and federal carbon credit programs, combined with their more favorable fee structure, strengthened GHI's overall score. Omnitrans entered into negotiations with GHI and requested a Best & Final Offer, which resulted in more favorable terms for Omnitrans.

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

FUNDING SOURCES

The cost reduction associated with this procurement is budgeted in the Operations and the Maintenance Department's FY2017 Operating budget as follows:

Department 1200, 2110, 2600
Expenditure Code 504090

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

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 1 – Operating Cost Reduction

CONCLUSION

By proceeding with this award, Omnitrans will reduce the overall cost of providing fuel for its fleet and generate additional operating revenue.

PSG:JMS:CVM

ITEM # _____ F6 _____

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT HRS17-68
EMPLOYEE RECOGNITION AWARDS**

FORM MOTION

Authorize the CEO/General Manager to award Contract HRS17-68 to Michael C. Fina Recognition of Long Island, NY, for the provision of Employee Recognition Awards for a three (3) year base period beginning August 1, 2017, and the authority to exercise two (2) single option years, extending the contract to no later than July 31, 2022, in the amount of \$147,305, plus a ten percent contingency of \$14,730 for a total not-to-exceed amount of \$162,035, should all option years be exercised.

BACKGROUND

Each year Omnitrans recognizes employees for years of service milestones. Certificates of recognition are given at 1, 5, 10, 15, 20, 25, 30, 35, and 40 years, along with a brochure to select a commemorative item based on the recipient's years of service and dedication.

On February 1, 2017, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-HRS17-68 for Employee Recognition Awards. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Three (3) proposals were received by the March 14, 2017 deadline, and two (2) were deemed responsive and evaluated in accordance with the selection criteria included in the RFP.

The following are ranked from highest to lowest score:

Selection Criteria	Total Points Possible	Michael C. Fina Recognition Long Island City, NY	Caras, LLC dba Eagle Recognition (Eagle) Tucker, GA
Qualifications of the Firm	35	31.50	30.92
Quality of Work	25	22.50	20.83
Experience	20	18.33	17.33
Total Technical Score	80	72.33	69.08
Price	20	20.00	19.15
Total Score	100	92.33	88.23

Both firms were found to be within the competitive range and invited to submit Best and Final Offers (BAFO's). Eagle reduced their pricing by \$2,928 and Michael C. Fina Recognition reduced their pricing by \$5,317.

Selection Criteria	Total Points Possible	Michael C. Fina Recognition Long Island City, NY	Caras, LLC dba Eagle Recognition Tucker, GA
Total Technical Score	80	72.33	69.08
Price	20	20.00	18.83
Total Score	100	92.33	87.91

Michael C. Fina ranked the highest technically, proposed the lowest price and provided the best overall value. Their proposal demonstrated a comprehensive understanding of recognition programs and the importance of client satisfaction. Michael C. Fina offers a service award program that includes a wide variety of gifts that appeal to multiple generations.

Michael C. Fina's proposed pricing of \$147,305 is \$16,195 less than the Independent Cost Estimate (ICE) of \$163,500 and therefore deemed fair and reasonable. Based on the evaluation of the written proposals, the firms' qualifications, and experience, award is recommended to the highest ranking firm, Michael C. Fina.

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

FUNDING SOURCE

The cost associated with this procurement is budgeted in the Human Resources – Safety & Regulatory Compliance Department's Operating Budget as follows:

Department 1600
Expenditure Code 509260

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

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

By proceeding with this award, Omnitrans will continue to recognize valued employees for their work and longevity with the Agency.

PSG:JMS:KT

ITEM # _____ E7 _____

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AWARD SOLE SOURCE CONTRACT ITS17-80
GENFARE SOFTWARE SUPPORT AND MAINTENANCE**

FORM MOTION

Authorize the CEO/General Manager to award a sole source contract to Genfare, a division of SPX Corporation, of Elk Grove Village, IL, pending legal review and approval to form, for the provision of support and maintenance of the Fare Collection System Software for one base year and two option years in the amount of \$180,108, plus a ten percent contingency of \$18,011, for a total not-to-exceed amount of \$198,119, should all options be exercised.

BACKGROUND

On its fleet of buses and at its transit stations along the sbX E-Street Corridor, Omnitrans utilizes 185 Genfare fareboxes and 18 ticket vending machines (TVM). The software support and maintenance is required to keep this equipment efficient and operating.

In accordance with FTA Circular 4220.1F, Section VI-17, procurement by noncompetitive proposals may be used when the manufacturer is the sole provider of the items compatible with existing equipment/systems and when the equipment/systems are not interchangeable with similar parts and equipment from other manufacturers. Genfare is the Original Equipment Manufacturer (OEM) of the fareboxes and original developer of its' operating software, and is the sole provider of maintaining the system.

A cost analysis was conducted on the maintenance and support of the farebox and TVM software. Price is deemed fair and reasonable as compared to pricing paid by other agencies and as the quote of \$58,750 for the first year is \$150 less than the Independent Cost Estimate (ICE) of \$58,900. Subsequent years are estimated at \$60,078 and \$61,280 for a total of \$180,108 over a three-year period.

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

FUNDING SOURCE

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

Department	1320
Expenditure Code	505170

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

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

By proceeding with this award, Omnitrans will have the ability to maintain the operation of its fareboxes and ticket vending machines.

PSG:JMS:CVM

ITEM # F8

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACTS MNT17-57 (A-B)
UNIFORM AND TEXTILE SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT17-57A to P&P Uniforms Inc. of Riverside, CA, and Contract MNT17-57B to Aramark Uniform Services of Riverside, CA, for the provision of Uniform and Textile Services for a three (3) year base period beginning May 1, 2017, and the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contracts to no later than April 30, 2022, in the amount of \$436,601, plus a ten percent contingency of \$43,660, for a total aggregate amount not-to-exceed \$480,261, should all option years be exercised.

BACKGROUND

Omnitrans utilizes the services of firms to provide uniform and textile services for Operations, Maintenance, Procurement, and Marketing staff. These services include the provision of uniforms, alterations and laundering services, shop towels, entry mats, fender covers, and dust mops.

On December 7, 2016, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-MNT17-57 for Uniform and Textile Services. Notices were published in two local newspapers of general circulation and posted on Omnitrans' online bidding system. Three (3) proposals were received for the Direct Purchase of Uniforms by the February 7, 2017 deadline, and two (2) proposals were deemed responsive. Three (3) proposals were received for Rental of Uniforms and Textile Services by the February 7, 2017 deadline, and all were deemed responsive and evaluated in accordance with the selection criteria included in the RFP.

The following firms proposed on the Direct Purchase of Uniforms and are ranked below from highest to lowest score:

Selection Criteria	Total Points Possible	P&P Uniforms, Inc. of Riverside, CA	G&K Services of Ontario, CA
Qualifications of the Firm	15	10.75	10.50
Quality of Work	40	37.33	30.00
Experience	20	16.00	15.00
Total Technical Score	75	64.08	55.50
Price/Cost	25	25	22.43
Total Direct Purchase Score	100	89.08	77.93

Staff conducted competitive negotiations with both firms. The scope of work was expanded to include uniform jackets and scarfs for Coach Operators. Quantities included in the solicitation were overestimated. The firms were invited to resubmit pricing as a result. Award is recommended to the lowest priced, technically qualified firm, P&P Uniforms.

The following firms proposed on the Rental of Uniforms and Textile services and are ranked below from highest to lowest score:

Selection Criteria	Total Points Possible	Aramark Uniform Services Riverside, CA	G&K Services Ontario, CA	P&P Uniforms, Inc. Riverside, CA
Qualifications of the Firm	15	12.00	10.50	10.25
Quality of Work	40	32.00	29.33	25.33
Experience	20	15.33	15.00	14.67
Total Technical Score	75	59.33	54.83	50.25
Cost/Price	25	20.82	25.00	14.14
Total Rental Score	100	80.15	79.83	64.39

In accordance with the solicitation, staff conducted competitive negotiations with all firms before inviting Best and Final Offers (BAFO's). All firms held their original pricing.

Aramark Uniform Services ranked the highest for rental of uniforms, shop towels, entry mats, fender covers and dust mops. Aramark provides uniform rental services to more than 300,000 customer accounts and has over 228 service locations. The quality of the uniforms submitted by the firm met Omnitrans' expectation.

Pricing is deemed fair and reasonable as the recommended combined competitive pricing of \$414,548 is \$79,376 less than the Independent Cost Estimate of \$493,924, which was based on current contract pricing established in 2012.

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

FUNDING SOURCE

The cost associated with this procurement is budgeted in various Departments Operating Budget as follows:

Department	Various
Expenditure Code	504230

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

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

By proceeding with this award, Omnitrans will continue to provide uniform and textile services throughout the Agency.

PSG:JMS:KT

ITEM # F9

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT17-69
BUS CLEANING SERVICES**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT17-69 to Hallcon Corporation of Lenexa, KS, for the provision of Tri-Annual Bus Cleaning Services for a three (3) year base period beginning June 4, 2017, and the authority to exercise two (2) single option years tied to the Consumer Price Index (CPI) extending the contracts to no later than June 3, 2022, in the amount of \$312,863, plus a ten percent contingency of \$31,286, for a total amount not-to-exceed \$344,149, should all option years be exercised.

BACKGROUND

Omnitrans requires bus cleaning services for its fixed route fleet at the East and West Valley facilities. Tri-Annual cleaning services shall include: seat cleaning, floor scrubbing, cleaning of the driver area, wheel polishing, spot removal, and window cleaning.

On February 1, 2017, Omnitrans' Board of Directors authorized the release of Request for Proposals RFP-MNT17-69 for Bus Cleaning Services. Notices were published in two (2) local newspapers of general circulation, two (2) minority papers, and posted on Omnitrans' online bidding system. Eight (8) proposals were received by the March 8, 2017 deadline, including one (1) Disadvantaged Business Enterprise, and four (4) proposals were deemed responsive and evaluated in accordance with the selection criteria included in the RFP.

The following firms are ranked below from highest to lowest score:

Selection Criteria	Total Points Possible	Hallcon Corporation Lenexa, KS	Coast 2 Coast Preservation Burbank, CA	Green Global Environmental, Chino, CA	Facility Masters Brea, CA
Qualifications of the Firm	25	21.67	20.00	20.83	21.67
Quality of Work	35	31.50	29.17	30.33	26.83
Experience	20	17.33	16.00	17.00	17.33
Total Technical Score	80	70.50	65.17	68.16	65.83
Price/Cost	20	20.00	12.57	9.57	9.66
Total Direct Purchase Score	100	90.50	77.74	77.73	75.49

Staff conducted competitive negotiations with the following firms before inviting Best and Final Offers (BAFO's). Facility Masters reduced their price for tri-annual bus and window cleaning services by \$2,256, Coast 2 Coast Preservation reduced their price by \$1,468 and Green Global reduced their price by \$1,259.

Selection Criteria	Total Points Possible	Hallcon Corporation Lenexa, KS	Green Global Environmental, Chino, CA	Facility Masters Brea, CA	Coast 2 Coast Preservation Burbank, CA
Total Technical Score	80	70.50	68.16	65.83	65.17
BAFO Price/Cost	20	20.00	9.79	9.83	4.47
Total Direct Purchase Score	100	90.50	77.95	75.66	69.64

Hallcon Corporation (Hallcon) scored the highest and proposed the overall lowest pricing for tri-annual bus and window cleaning services. Hallcon specializes exclusively in the cleaning of transportation vehicles and has over 50 years of experience. Through economies of scale, Hallcon is able to provide significantly lower pricing.

Based on the evaluation of the written proposals and the firms' qualifications, award is recommended to the highest technically ranked, lowest cost, responsive, responsible proposer, Hallcon Corporation.

Hallcon's per bus and window price of \$109.62 for services is below current contract rates and is therefore deemed fair and reasonable.

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

FUNDING SOURCE

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

Department	1200
Expenditure Code	503110

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

Short Range Transit Plan/Strategic Initiative Supported – Expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this award, Omnitrans will continue to provide quarterly bus cleaning services.

PSG:JMS:KT

ITEM # _____ F10

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE AWARD – CONTRACT MNT18-10
TEN (10) AMERICANS WITH DISABILITIES ACT CERTIFIED
PARATRANSIT VEHICLES**

FORM MOTION

Authorize the CEO/General Manager to award Contract MNT18-10 to Creative Bus Sales (CBS) of Chino, CA, for the provision of ten (10) Compressed Natural Gas (CNG) Americans with Disabilities Act (ADA) certified paratransit vehicles in an amount of \$1,023,754, plus a Cost Allocation Plan of \$26,781 (3.27% charged on Federal portion of \$819,003), for a total not-to-exceed amount of \$1,050,535.

BACKGROUND

On January 15, 2014, the Federal Transit Administration (FTA) determined that its grantees in the State of California may continue to use contracts issued by the CalACT/Morongo Basin Transit Authority (MBTA) Purchasing Cooperative. Staff followed the procedures using the CalACT Local Government Purchasing Schedule.

Omnitrans received the letter of assignment from CalACT/MBTA to participate in the state's competitively bid contract for ADA-certified Paratransit Vehicles to purchase ten (10) CNG paratransit vehicles. These vehicles will replace paratransit vehicles which have exceeded their useful life mileage of 200,000 miles. The selected model is the same model as the majority of Omnitrans' paratransit fleet.

Award is recommended to CBS. CBS' base cost per vehicle of \$78,559 is \$11,916 less than AZ Bus Sales.

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

FUNDING SOURCE

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

FUNDING	GRANT #	YEAR	PROJECT NAME	INTERNAL ORDER	AMOUNT
FTA	1681-2017-32-00	2017	Access Vehicles	A1120401F	\$ 845,784
Prop 1B	Prop 1B	2017	Access Vehicles	A1720411B	\$ 204,751
TOTAL					\$ 1,050,535

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

Short Range Transit Plan/Strategic Initiative Supported - This award supports Omnitrans' Short Range Transit Plan goal to expand, maintain and improve existing vehicles, facilities and passenger amenities.

CONCLUSION

By proceeding with this award, Omnitrans will replace high mileage ADA-certified paratransit vehicles with new CNG paratransit vehicles.

PSG:JMS:KT

ITEM # F11

DATE: May 3, 2017

TO: Board Chair Sam Spagnolo and Members of the Omnitrans Board of Directors

THROUGH: P. Scott Graham, CEO/General Manager

FROM: Jennifer M. Sims, Director of Procurement

**SUBJECT: AUTHORIZE SOLE SOURCE AWARD
FERON REAL PROPERTY LEASE AGREEMENT**

FORM MOTION

Authorize the CEO/General Manager to award a sole source, two-year extension to the existing lease agreement with the Davies Family 1991 Trust for Omnitrans' West Valley Paratransit Facility located at 9421 Feron Boulevard, Rancho Cucamonga, California, and the authority to exercise one additional option year extending the contract to June 30, 2020 in the amount of \$196,800, should the option year be exercised.

BACKGROUND

In 2001, Omnitrans entered into an agreement with Davies Family 1991 Trust to lease the property located at 9421 Feron Boulevard, Rancho Cucamonga, California, for use in the Agency's West Valley Paratransit operations. The monthly rental rate is based on a negotiated amount with annual escalations not to exceed 5% per year.

The acquisition of real property, either by purchase or lease, is not subject to the requirements of the FTA Circular 4220.1F. This procurement meets the requirements of Omnitrans' Procurement Policies and Procedures.

FUNDING SOURCE

The costs associated with this procurement are budgeted in the Operations Department's Operating Funds as follows:

Departments	2110 & 2500
Expenditure Code	508900 & 508990

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

Short Range Transit Plan/Strategic Initiative Supported – N/A

CONCLUSION

By proceeding with this award, Omnitrans will maintain and preserve Omnitrans' facilities.

PSG:JMS:CVM

May 3, 2017

Mr. Lester A. Davies
Davies Family Trust 1991
P.O. Box 293
Rancho Cucamonga, CA 91729

RE: Lease Agreement Extension for 9421 Feron Boulevard, Rancho Cucamonga, California

Dear Mr. Davies:

On May 3, 2017, Omnitrans' Board of Directors authorized the CEO/General Manager to extend for two additional years and one additional option year, the lease agreement on Omnitrans' West Valley Paratransit Facility at 9421 Feron Boulevard, Rancho Cucamonga, California.

The agreed upon rate for the two-year extension, beginning July 1, 2017 through June 30, 2019, is \$5,400 per month for a total of \$129,600, and for the one option year, beginning July 1, 2019 through June 30, 2020, will be \$5,600 per month for a total of \$67,200, for a total amount not to exceed \$196,800, if the option is exercised. All other terms and conditions related to this lease agreement remain in full force and affect.

OMNITRANS

DAVIES FAMILY TRUST

By:

By:

Name: P. Scott Graham


Name: Lester A. Davies

Title: CEO/General Manager

Title: Davies Family 1991 Trust, Trustee

Dated: _____

Dated: _____

DP 
CM 