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Agenda

MEETING OF THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 20, 2011

Executive Conference Room
(Immediately following the Audit Oversight Committee Meeting)

ACTION RECOMMENDED

- | | | |
|----|--|--------------------|
| A. | ROLL CALL | |
| B. | APPROVAL OF MINUTES - September 8, 2011 | Approve |
| C. | COMMITTEE DISCUSSION ITEMS | |
| 1. | <u>Trolley Rehabilitation Project Update (Wayne Terry & John Haggerty of SANDAG)</u>
Action would receive a report for information. | Receive |
| 2. | <u>Semiannual Uniform Report of Disadvantaged Business Enterprise Awards or Commitments and Payments (Karen Landers)</u>
Action would receive a report on Disadvantaged Business Enterprise (DBE) Awards or Commitments and Payments and provide feedback to staff on possible changes in related procedures and policies. | Possible
Action |
| 3. | <u>Establish MTS Police Force for the Purpose of Appointing a Chief of Police (Sharon Cooney)</u>
Action would forward a recommendation to the Board of Directors to:
(1) establish a police force pursuant to Public Utilities Code section 120550 and Penal Code section 830.33(c); and (2) authorize the appointment of an MTS Chief of Police. | Approve |
| 4. | <u>Murphy Canyon Express Bus Pilot Project Update (Mark Thomsen)</u>
Action would receive a report for information. | Receive |

Please SILENCE electronics
during the meeting

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



- | | | |
|----|--|--------------------|
| D. | REVIEW OF DRAFT OCTOBER 27, 2011, JOINT BOARD AGENDA | |
| E. | <u>REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA</u>
Review of SANDAG Transportation Committee Agenda and discussion regarding any items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc. Relevant excerpts will be provided during the meeting. | Possible
Action |
| F. | COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS | |
| G. | PUBLIC COMMENTS | |
| H. | NEXT MEETING DATE: November 3, 2011 | |
| I. | ADJOURNMENT | |

JOINT MEETING OF THE EXECUTIVE COMMITTEE FOR THE
METROPOLITAN TRANSIT SYSTEM (MTS),
SAN DIEGO TRANSIT CORPORATION (SDTC), AND
SAN DIEGO TROLLEY, INC. (SDTI)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

September 8, 2011

DRAFT MINUTES

A. ROLL CALL

Chairman Mathis called the Executive Committee meeting to order at 9:04 a.m. A roll call sheet listing Executive Committee member attendance is attached.

B. APPROVAL OF MINUTES

Mr. Young moved for approval of the minutes of the August 11, 2011, MTS Executive Committee meeting. Mr. Ovrom seconded the motion, and the vote was 3 to 0 in favor.

C. COMMITTEE DISCUSSION ITEMS

1. Airport Taxicab Trip Fee

Sharon Cooney, Chief of Staff, gave the Committee a presentation on the Airport Taxicab Trip Fee. She talked about the history of the taxicab trip fee, the current rates of fare in San Diego, and the taxicab rates of fare in practice. She explained that staff analyzed five different alternatives for implementing the airport taxicab trip fee, and she provided an outline of each alternative.

Ms. Cooney also gave an overview of the proposed staff recommendations.

Airport staff was present and stated their opposition to indemnifying MTS.

Public Comment

Kamran Hamidi – Mr. Hamidi expressed his opinion that uniform rates for taxicabs be instituted. He stated that if rates are not uniform, passengers would search the curb to find a taxi with the lowest fares. He feels that it is in the best interest of MTS to move to uniform rates or else it would look like MTS was doing a special favor for the airport.

Tony Hueso – Mr. Hueso stated that permit holders are facing astronomical fees already in tough economical times, and he is not in favor of a uniform rate. He feels that the taxicab industry should be sensitive to the needs of the clientele and does not want to be perceived as opportunists. He stated that businesses will not survive if fees continue to increase.

Margo Tanguay – Ms. Tanguay feels that freezing rates at a \$3.00 flag fee would be a compromise. She stated that if permit holder fees increase then leases would also go up and would in turn become unaffordable. She stated that some drivers would have to pay an extra \$10 per day just to work the airport.

Staff Recommendation

Action would forward a recommendation to the Board of Directors to direct the Chief Executive Officer (CEO) to write a letter to the San Diego County Regional Airport Authority (SDCRAA) asking that it assess the airport taxicab trip fee on the newly established taxicab associations; or

- ALTERNATIVE RECOMMENDATION -

Authorize the CEO to initiate changes to MTS Ordinance No. 11 to permit the placement of a decal and the collection of the airport trip fee by the driver contingent on SDCRAA's indemnification and defense of MTS and the cities of San Diego, Imperial Beach, Poway, El Cajon, La Mesa, Lemon Grove, and Santee for any legal challenges that may arise from this action.

Action Taken

Mr. Roberts moved to direct the Chief Executive Officer (CEO) to write a letter to the San Diego County Regional Airport Authority (SDCRAA) requesting indemnification and defense of MTS and the cities of San Diego, Imperial Beach, Poway, El Cajon, La Mesa, Lemon Grove, and Santee for any legal challenges that may arise from taking further action to amend MTS Ordinance No. 11 and allow taxi drivers to pass on the trip fee to passengers. In the event SDCRAA refuses to take such action, Mr. Roberts identified an alternative action of considering a uniform rate contingent on MTS conducting a fare study. Mr. Young seconded the motion, and the vote was 5 to 0 in favor.

D. REVIEW OF DRAFT SEPTEMBER 15, 2011, JOINT BOARD AGENDA

Recommended Consent Items

6. Proposed 2011/2012 Internal Audit Plan

Action would approve the proposed 2011/2012 Internal Audit Plan.

7. Compass Card Back-Office Implementation and Commissions on Fare Media

Action would approve MTS Doc. No. G1248.2-09 for an interim agreement between the San Diego Association of Governments (SANDAG), North County Transit District (NCTD), and MTS for shared responsibilities regarding Compass Card back-office implementation and commissions on fare media.

8. Handheld Readers and Software Development Services

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1406.0-12 with General Information Systems Limited (GIS) for handheld reader units (HHUs) and charging-station software development services.

9. Investment Report - July 2011

Action would receive a report for information.

10. E-Procurement Services - Contract Amendment

Action would authorize the CEO to: (1) execute MTS Doc. No. G1305.2-10 with Planet Bids, Inc. for e-procurement services; and (2) exercise option years 1 through 3 at his discretion.

11. Bus Stop Maintenance - Contract Amendment

Action would authorize the CEO to execute MTS Doc. No. B0453.2-06 with Veolia Transportation to provide additional transit center power-washing services effective October 1, 2011.

12. Fare-Collection Software Upgrades - Sole-Source Contract Award

Action would authorize the CEO to execute MTS Doc. No. G1408.0-12 with Cubic Transportation Systems, Inc. for fare-collection software upgrades to the trolley ticket vending machines (TVMs) and bus fareboxes.

13. Janitorial Services for MTS Buildings and LRV Fleet

Action would authorize the CEO to execute MTS Doc. No. G1387.0-11 with NMS Management, Inc. for janitorial services at MTS buildings and for the light rail vehicle (LRV) fleet.

Discussion on Recommended Consent Items

The Committee recommended that Consent Item No. 12 be brought to the Board as a discussion item at the September 15, 2011, Board of Directors meeting.

E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA

John Haggerty of the San Diego Association of Governments (SANDAG) gave the Committee a brief update on the Blue and Orange Line Improvement Corridor. He talked about the current approved budget of \$455.2 million and the estimated completion budget of \$552 million, a \$96.8 million increase. He explained that the Plan of Finance and Budget Changes will be presented at the SANDAG ITOC meeting on September 14, the MTS Board on September 15, the SANDAG Transportation Committee on September 16, and finally to the SANDAG Board on November 18. He also explained the budgeted program scope and the reasons for the budget increase for completion.

The Committee members provided feedback on how the increase in budget should be presented to SANDAG for approval.

F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

Mr. Roberts congratulated staff on the Mid-Coast project entering preliminary engineering. He also mentioned that Mendoza Argentina staff made a visit to San Diego for training and that their start up is scheduled for December.

G. PUBLIC COMMENTS

Kamran Hamidi – Mr. Hamidi requested that the Sherriff's office hold a place as an ex-officio member on the MTS Taxicab Advisory Committee.

C. COMMITTEE DISCUSSION ITEMS *Continued (Taken Out of Order)*

The Executive Committee convened to Closed Session at 11:00 a.m.

- 2a. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9(a): The United States of America v. 1.31 Acres of Land (Case No. 11cv0949 JLS [POR]); and The United States of America v. 0.537 Acres of Land (Case No. 11cv0952 L [BGS])
- 2b. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code section 54956.8;
Property: Rail Court and Traffic Circle at San Ysidro Intermodal Transit Center, San Diego, CA;
Agency Negotiators: Karen Landers, MTS General Counsel; Tim Allison, Manager of Real Estate Assets; and Paul Jablonski, Chief Executive Officer;
Negotiating Parties: Greyhound Lines Inc.;
Under Negotiation: Price and Terms of Payment
3. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code section 54956.8;
Property: San Diego and Arizona Eastern (SD&AE) Railway Company Desert Line (Campo to Plaster City);
Agency Negotiators: Karen Landers, General Counsel; Tim Allison, Manager of Real Estate Assets; and Paul Jablonski, Chief Executive Officer;
Negotiating Parties: Carrizo Gorge Railway Co. (CZRY), Pacific Imperial Industries, LLC (PII), and San Diego and Imperial Valley (SD&IV) Railway Co.;
Under Negotiation: Assignment of Desert Line rights and obligations and negotiation of new operating agreement and lease.
4. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code section 54956.8;
Properties: Encanto/62nd Street Trolley Station, San Diego, California (Assessor Parcel Nos. 549-071-18, 21, 38, and 39);
Agency Negotiators: Karen Landers, General Counsel; Tim Allison, Manager of Real Estate Assets; and Paul Jablonski, Chief Executive Officer;
Negotiating Parties: AMCAL Multi-Housing, Inc.;
Under Negotiation: Price and Terms of Payment

The Executive Committee reconvened to Open Session at 11:59 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, MTS General Counsel, reported the following:

- 2a. The Committee received a report and gave direction to staff.
- 2b. The Committee received a report and gave direction to staff.
3. The Committee received a report and gave direction to staff.
4. The Committee received a report and gave direction to staff.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for October 6, 2011, at 9:00 a.m. in the Executive Committee Conference Room.

I. ADJOURNMENT

Chairman Mathis adjourned the meeting at 12:00 p.m.

Chairman

Attachment: A. Roll Call Sheet

\\Sdmtsnas\Mts_Users\Valerie.Vizkeleti\Minutes - Executive Committee, Board, And Committees\MINUTES - Executive Committee 9-8-11 FINAL.Docx

**EXECUTIVE COMMITTEE
METROPOLITAN TRANSIT SYSTEM**

ROLL CALL

MEETING OF (DATE) September 8, 2011

CALL TO ORDER (TIME) 9:04 a.m.

RECESS _____

RECONVENE _____

CLOSED SESSION 11:00 a.m.

RECONVENE 11:59 a.m.

ADJOURN 12:00 p.m.

BOARD MEMBER (Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
YOUNG <input checked="" type="checkbox"/> (Lightner) <input type="checkbox"/>		
MATHIS <input checked="" type="checkbox"/>		
OVROM <input checked="" type="checkbox"/> (Janney) <input type="checkbox"/>		
ROBERTS <input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:08 a.m.	
MINTO <input checked="" type="checkbox"/> (Cunningham) <input type="checkbox"/>	9:08 a.m.	
Transportation Committee Rep Slot (Mathis)		

SIGNED BY OFFICE OF THE CLERK OF THE BOARD: Valerie Vizkeloti

CONFIRMED BY OFFICE OF THE GENERAL COUNSEL: Kathy Cande



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Agenda Item No. C1

MEETING OF THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 20, 2011

SUBJECT:

TROLLEY REHABILITATION PROJECT UPDATE (WAYNE TERRY AND JOHN HAGGERTY OF SANDAG)

RECOMMENDATION:

That the Executive Committee receive a report for information and provide comments.

Budget Impact

None.

DISCUSSION:

Activities to rehabilitate and retrofit the trolley system for low-floor-car operations are underway. Design of the stations is progressing, and Blue Line catenary replacement work has been completed. Green Line Station retrofits have begun, and signal and track work is underway. New low-floor vehicles have begun to arrive from the manufacturer. MTS and San Diego Association of Governments (SANDAG) staffs will provide the Executive Committee with an update on the project.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Wayne Terry, 619.595.4906, wayne.terry@sdmts.com

OCT20-11.C1.TROLLEY REHAB.TERRY





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Agenda Item No. C2

MEETING OF THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 20, 2011

SUBJECT:

SEMIANNUAL UNIFORM REPORT OF DISADVANTAGED BUSINESS ENTERPRISE
AWARDS OR COMMITMENTS AND PAYMENTS (KAREN LANDERS)

RECOMMENDATION:

That the Executive Committee receive a report on Disadvantaged Business Enterprise (DBE) Awards or Commitments and Payments and provide feedback to staff on possible changes in related procedures and policies.

Budget Impact

None.

DISCUSSION:

As a Federal Transit Administration (FTA) grantee, MTS complies with the federal regulations set forth in Title 49 of the Code of Federal Regulations Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program. The DBE regulations require FTA grantees to prepare DBE goals based upon the number of ready, willing, and able DBE-certified contractors available to bid on certain categories of MTS capital projects. The second component of the DBE regulations requires MTS to prepare a triennial DBE program. The program outlines how MTS ensures that DBE contractors have an equal opportunity to receive and participate in DOT-assisted contracts. Staff will provide preliminary results for the second reporting period for federal fiscal year 2011, discuss outreach activities since the previous report was accepted by the Board in April, and discuss potential procedural and policy changes developed by the consultant.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Karen Landers, 619.557.4512, Karen.Landers@sdmts.com



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Agenda Item No. C3

MEETING OF THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 20, 2011

SUBJECT:

ESTABLISH MTS POLICE FORCE FOR THE PURPOSE OF APPOINTING A
CHIEF OF POLICE (SHARON COONEY)

RECOMMENDATION:

That the Executive Committee forward a recommendation to the Board of Directors to:

1. establish a police force pursuant to Public Utilities Code section 120550 and Penal Code section 830.33(c); and
2. authorize the appointment of an MTS Chief of Police.

Budget Impact


None.

DISCUSSION:

Pursuant to MTS's enabling legislation, Public Utilities Code section 120550, MTS has the right to "establish and maintain a police force¹":

The board may establish and maintain a police force. Those employees of the board appointed by the general manager or chief executive officer to the police force and who are duly sworn are peace officers and are subject to the powers set forth in Section 830.33 of the Penal Code. The board shall adhere to the standards for recruitment and training of peace officers established by the Commission on Peace Officer Standards and Training pursuant to Title 4 (commencing with Section 13500) of Part 4 of the Penal Code.

MTS has not officially established a police force of any kind. Today's proposal would be to recommend that the Executive Committee forward a recommendation to the MTS Board of Directors to establish a police force for the purpose of appointing a Chief of Police. No other changes to the Security Department or security operations would be recommended.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

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Agenda Item No. C4

MEETING OF THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 20, 2011

SUBJECT:

MURPHY CANYON EXPRESS BUS PILOT PROJECT UPDATE (MARK THOMSEN)

RECOMMENDATION:

That the Executive Committee receive a report for information.

Budget Impact

None.

DISCUSSION:

MTS, in cooperation with the United States Navy and the San Diego Association of Governments (SANDAG), began operation of commuter express bus service between the Navy's Murphy Canyon Housing Complex, the community of Tierrasanta, and the Naval Base San Diego on November 1, 2010. The goal of the pilot project was to sign up enough federal personnel to fully subsidize the service with SANDAG providing any additional subsidy needed. MTS staff will provide an update on this project and its future.

A handwritten signature in black ink, appearing to read 'Paul C. Jablonski', is written over a horizontal line.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Mark Thomsen, 619.595.4909, mark.thomsen@sdmts.com

OCT21-11.C4.MURPHY EXPRESS.MTHOMSEN.doc



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Agenda

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

9:00 a.m.

James R. Mills Building
Board Meeting Room, 10th Floor
1255 Imperial Avenue, San Diego

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board/Assistant Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - October 13, 2011 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

CONSENT ITEMS

6. Addendum to Master MOU with SANDAG - Cooperative Work Efforts, Project Development, and Implementation of Capital Projects Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0930.17-04 to the Master Memorandum of Understanding (MOU) with the San Diego Association of Governments (SANDAG) for cooperative work efforts, project development, and implementation of capital projects.
7. Exercise Option Years for Light Rail Vehicle Vandalism and Accident Repair Services - Contract Amendment Approve
Action would authorize the CEO to execute MTS Doc. No. L0884.1-09 with Carlos Guzman, Inc. for light rail vehicle (LRV) accident and vandalism repair services.



CLOSED SESSION

- | | | |
|-----|---|--------------------|
| 24. | a. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code Section 54957.6; Agency-Designated Representative - Jeff Stumbo; Employee Organization – Transit Enforcement Officers Association | Possible
Action |
|-----|---|--------------------|

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

- | | | |
|-----|---|--------------------|
| 30. | <u>Semiannual Uniform Report of Disadvantaged Business Enterprise Awards or Commitments and Payments (Karen Landers)</u>
Action would receive a report on Disadvantaged Business Enterprise (DBE) Awards or Commitments and Payments and provide feedback to staff on possible changes in related procedures and policies. | Possible
Action |
| 31. | <u>Establish MTS Police Force for the Purpose of Appointing a Chief of Police (Karen Landers)</u>
Action would: (1) establish a police force pursuant to Public Utilities Code section 120550 and Penal Code section 830.33(c); and (2) authorize the appointment of an MTS Chief of Police. | Approve |

REPORT ITEMS

- | | | |
|-----|---|-------------|
| 45. | <u>Year-End Security Report (Bill Burke)</u>
Action would receive a report for information. | Receive |
| 60. | <u>Chairman's Report</u> | Information |
| 61. | <u>Audit Oversight Committee Chairman's Report</u> | Information |
| 62. | <u>Chief Executive Officer's Report</u> | Information |
| 63. | <u>Board Member Communications</u> | |
| 64. | <u>Additional Public Comments Not on the Agenda</u>
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. | |
| 65. | <u>Next Meeting Date:</u> November 10, 2011 | |
| 66. | <u>Adjournment</u> | |



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Agenda Item No. 6

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

**Draft for
Executive Committee
Review Date: 10/20/11**

SUBJECT:

ADDENDUM TO MASTER MOU WITH SANDAG – COOPERATIVE WORK EFFORTS,
PROJECT DEVELOPMENT, AND IMPLEMENTATION OF CAPITAL PROJECTS

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0930.17-04 (in substantially the same format as Attachment A) to the Master Memorandum of Understanding (MOU) with the San Diego Association of Governments (SANDAG) for cooperative work efforts, project development, and implementation of capital projects.

Budget Impact

None. MTS Doc. No. G0930.17-04 would establish standard terms and conditions for development and implementation of joint projects and reimbursement for use of MTS or SANDAG staff or services. Individual projects would be assigned (with funding encumbered) on a project-by-by-project basis consistent with existing Board Policies and Procedures.

DISCUSSION:

MTS and SANDAG cooperate on the development and implementation of capital projects on an ongoing basis. This includes coordination of construction design, procurement of equipment or services, and borrowing of staff expertise for various projects. Previously, each joint project was documented by a separate and distinct MOU with its own terms and conditions.

MTS Doc. No. G0930.17-04 to the Master MOU between MTS and SANDAG is intended to establish consistent terms and conditions for all such projects. The procedures and reimbursement policies for each project would remain the same. An individual project would fall under the provisions of this addendum by the execution of a Project Scope of Work. The Project Scope of Work would be prepared by SANDAG and MTS staffs and approved according to each agency's capital project authorization process.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Karen Landers, 619.557.4512, karen.landern@sdmts.com

OCT 27-11.6.SANDAG MASTER MOU G0930.17-04.KLANDERS

Attachment: A. MTS Doc. No. G0930.17-04 (to Master MOU with SANDAG)

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**ADDENDUM 17
TO MASTER MEMORANDUM OF UNDERSTANDING BETWEEN
SAN DIEGO ASSOCIATION OF GOVERNMENTS AND THE METROPOLITAN TRANSIT
SYSTEM CONCERNING COOPERATIVE WORK EFFORTS, PROJECT DEVELOPMENT,
AND IMPLEMENTATION OF CAPITAL PROJECTS**

SANDAG AGREEMENT 5000710

THIS ADDENDUM 17 is made and entered into this ____ day of _____, 2011, by the San Diego Association of Governments ("SANDAG") and the Metropolitan Transit System, also known as the Metropolitan Transit Development Board, and hereafter referred to as "MTS."

RECITALS

WHEREAS, SANDAG and MTS ("the Parties") described their functions and responsibilities in the Master Memorandum of Understanding between the San Diego Association of Governments, the North San Diego County Transit Development Board, and the Metropolitan Transit Development Board, defining the functions and responsibilities of the three agencies dated April 23, 2004 ("Master MOU"); and

WHEREAS, the Master MOU and Addendum 1 provide that the Parties shall enter into addenda to the Master MOU for capital projects that will provide for and define the functions and responsibilities of the Parties with respect to the capital projects; and

WHEREAS, SANDAG implements regional transit construction projects in San Diego pursuant to Senate Bill (SB) 1703, which projects have been further defined in the Parties' Transition Plan (Exhibit B to the Master MOU) as "Expansion Construction Projects"; and

WHEREAS, pursuant to SB 1703 and the Transition Plan, MTS has the right to implement "Local and Minor Improvement Projects"; and

WHEREAS, "Expansion Construction Projects" and "Local and Minor Improvement Projects" are hereinafter collectively referred to as capital improvement projects (CIPs); and

WHEREAS, the Parties' employees, consultants and contractors have unique capabilities and it is in the best interest of the Parties and the public if the Parties have the flexibility to utilize each other's human resources when working on projects in a coordinated manner; and

WHEREAS, the CIPs will include construction and upgrading of stations and platforms, track work, rail, wayside, and railroad structures, signal and traction power systems, control systems, bus transit guideways, bus transit centers and stations, bus and rail maintenance facilities, and the repair and rehabilitation of these facilities, and associated improvements to provide for safe and efficient transit and rail operation; and

WHEREAS, from time to time various emergency repair projects are necessitated due to sudden or unforeseen situations in which injury to persons, or significant injury to property or

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interruption of a public service will occur if immediate action is not taken ("Emergency Repairs"); and

WHEREAS, the Parties recognize that each Emergency Repair will present unique circumstances that must be addressed, but nonetheless desire to establish basic guidelines which, in combination with the general principles established through the MOU and this and other addenda thereto will define the functions and responsibilities in the rapid and efficient pursuit of such Emergency Repairs; and

WHEREAS, the implementation of the CIPs and Emergency Repairs benefits regional transit and transportation goals through continued and expanded transit and freight capacity and accessibility; and

WHEREAS, the CIPs and Emergency Repairs will consist of implementing each project through design, construction and start-up in a coordinated manner on existing MTS, SANDAG or third party owned rights-of-way; and

WHEREAS, implementation of such CIPs and Emergency Repairs will also involve construction during hours of trolley and freight operations and coordinating the times and durations of construction activities in the operating right of way is required to limit disruption of rail services and provide for safe and cost effective construction; and

WHEREAS, funding for the CIPs and Emergency Repairs may include local, state and federal funds each with specific requirements applicable to use of those funds; and

WHEREAS, the Parties seek to implement a single addendum to the Master MOU that clarifies the responsibilities of the Parties when they are coordinating their efforts on CIPs, Emergency Projects, or projects meriting use of the other Party's resources, but want to allow the terms of this Addendum to be supplemented with project specific details and agreements, in a form substantially similar to Exhibit A "Addendum 17 Project Scope of Work"; and

WHEREAS, the provisions in this Addendum are intended to be implemented, to the greatest extent possible, in harmony with the principles and responsibilities established through the Master MOU and the other addenda thereto; and

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

I. CIP PROJECT DEFINITION

- A. **Project Approval.** CIPs subject to this MOU shall be CIPs included in either Party's Capital Budget and affirmatively applied to this MOU by execution of an Addendum 17 Project Scope of Work (Exhibit A). For SANDAG, this refers to projects in the Capital Budget of the SANDAG Program Budget or projects added to the Capital Budget in accordance with Board Policy by SANDAG Board action

or as an Emergency Project approved by the SANDAG Executive Director. For MTS, this refers to projects approved by MTS Board action or by the Chief Executive Office in accordance with MTS Board Policy.

- B. Scope of CIPs. CIPs shall be implemented per the physical and operational scope in the Capital Budget. Physical and operational variations to the project may be made during the design and construction at the staff level that do not change the primary transit function of a Project, increase the Project budget, or conflict with local, state or federal oversight requirements.
- C. Project Lead. In general, this Addendum addresses the development and implementation of Expansion Construction Projects by SANDAG, where such projects will be operated and potentially owned by MTS following project completion. However, nothing in this Addendum prevents the Parties from applying this Addendum to MTS Local and Minor Improvement Projects for purposes of allowing SANDAG to perform work for such projects and establishing MTS' obligations to reimburse SANDAG for such work. For Local and Minor Improvement Projects, the Addendum 17 Project Scope of Work shall expressly identify the type of work to be performed by SANDAG and the limits of SANDAG's responsibilities and obligations.

II. PRE-CONSTRUCTION MATTERS FOR CIPs

- A. Preparation of Construction Documents. SANDAG or its consultants shall prepare all construction documents required for a CIP. The documents shall include, but not be limited to: plans, specifications, and estimates (PS&E); construction job orders; special provisions; project schedules; procurement documents; as-builts drawings and documents, and other documents as necessary for the execution of the design and construction. MTS shall provide information as needed to prepare construction documents upon request.
- B. Submittal of Plans. SANDAG shall provide MTS with copies of the PS&E for each Project, including special provisions, for MTS review and comments, typically at the 60 and 90 percent levels of design, or as otherwise agreed; and for approval of safety and operations project elements at the 100 percent level of design. MTS shall review and provide comments in a timely manner.
- C. Environmental Permits and Compliance. SANDAG or MTS, as applicable, shall obtain environmental approvals for CIPs from all agencies having jurisdiction. SANDAG and MTS shall review and concur on all draft environmental documents and all environmental permit applications including mitigation requirements to build, monitor and maintain mitigations prior to submission to the regulatory agencies.

Following SANDAG issuance of a notice to proceed to a construction contractor, SANDAG shall be responsible for ensuring compliance with all required environmental permit conditions, including all mitigation, monitoring, and reporting requirements associated with actual construction of each CIP for the

duration of construction. SANDAG shall be responsible for construction impact mitigation following construction of CIPs, such as mitigation site maintenance, monitoring, and reporting, for the length of time established in the environmental document or as required by the permitting agency after final acceptance of the CIP.

MTS, after acceptance of the CIP and upon SANDAG completion of mitigation site maintenance, monitoring, and reporting for the length of time established in the environmental document or as required by the permitting agency, shall maintain environmental mitigations in the same or improved condition as was accepted by MTS and in compliance with the requirements of the project environmental document and permitting regulatory agencies, unless otherwise agreed to in writing by the parties.

SANDAG shall reimburse MTS for reasonable costs that MTS incurs for environmental mitigation and monitoring support including: flagging, inspections, oversight, and administration to the extent those costs are included in the budget or otherwise pre-approved in writing by SANDAG authorized personnel. All reimbursements shall be made in accordance with the terms set forth in Section VI of this Addendum.

- D. MTS Project Support and Oversight-Related Costs. SANDAG and MTS shall meet and confer on the level of effort, hours and estimated costs expected to be incurred by MTS in support of a CIP or phase of a CIP. These costs may include administrative and construction coordination costs for MTS staff and its consultants for services, attorney fees, return-to-service inspection costs, flag-protection fees, construction support, establishment of Absolute Work Windows, operational coordination with San Diego and Imperial Valley (SD&IV) Railroad, security services, patron outreach and administrative supervision. SANDAG will issue purchase orders to MTS for agreed costs prior to the start of design and construction, as needed. SANDAG shall reimburse MTS pursuant to the provisions of Section VI of this Addendum, for all reasonable costs incurred pursuant to this subsection that are included in the MTS estimate or preapproved by SANDAG prior to MTS incurring such costs.
- E. Preparation of Construction Estimates. During final development of PS&E, SANDAG shall prepare a construction cost estimate for each construction contract, procurement contract and job order required to implement the CIP. If the construction estimate plus a reasonable construction change order contingency exceeds the available CIP budget line item for construction, then SANDAG shall not bid the contract or issue a job order notice to proceed until sufficient funding is identified for the line item or the contract scope is reduced to be within the funded CIP construction budget. Any funding or contract scope changes shall be reviewed with MTS and any funding changes shall be proposed and made in accordance with SANDAG policies and procedures.
- F. Design Standards. Unless otherwise agreed to between the parties, SANDAG shall prepare the PS&E in accordance with SANDAG design criteria, MTS

maintenance and operations criteria and standards, and all other applicable standards and requirements. These typically include SANDAG standard drawings, specifications, engineering instructions, National Fire Protection Association (NFPA), The American Railway Engineering and Maintenance-of-Way Association (AREMA), Manual of Uniform Traffic Control Devices (MUTCD) and other relevant industry standards. Designs shall comply with applicable Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC) regulations and general orders, as well as the American's with Disabilities Act.

- G. Changes to Invitation for Bids (IFB) Documents During Procurement Period. Any proposed changes that have the potential to affect rail safety, operations, or maintenance shall be presented to MTS for review and concurrence prior to implementation of the change
- H. Access to Right of Way by Project Consultants. Consultants and third parties accessing the MTS right of way to perform studies and other tests related to a CIP are required to have a valid Right of Entry permit in place with MTS.

III. EMERGENCY REPAIR PROJECTS

- A. Whenever personnel from SANDAG or MTS determine that any event may reasonably necessitate Emergency Repairs to MTS property or its operating system, the following individuals (Emergency Contacts), or their then-current designees, shall be notified at the earliest reasonable opportunity:
 - o SANDAG Director of Mobility Management and Project Implementation
 - o MTS Chief Executive Officer
- B. From time to time MTS may request technical, managerial or contracting support from SANDAG due to an emergency.

Upon the request of the MTS Chief Executive Officer or designee for technical or managerial support, the SANDAG Director of Mobility Management may authorize such support. Thereafter, SANDAG staff shall work at the direction of MTS to provide engineering, construction management and project management support. MTS shall reimburse SANDAG for all actual staff and incidental costs directly related to Emergency Repairs by SANDAG staff. SANDAG shall track its costs for Emergency Repairs separately and invoice MTS for those costs. MTS shall reimburse SANDAG for such costs within 15 days.

Should MTS or SANDAG staff require technical support from a SANDAG on-call consultant for an Emergency Repair, the SANDAG Director of Mobility Management may authorize emergency consultant services up the Director's approved delegated level of authority. Thereafter, the consultant shall work at the direction of MTS or its SANDAG designee to provide engineering, construction management and project management support. MTS shall

reimburse SANDAG for all actual consultant costs directly related to Emergency Repairs within 15 days of being invoiced.

At MTS request, SANDAG may contract for construction of Emergency Repairs when a SANDAG construction contractor is readily available and in the best position to effect repairs. Construction contracting by SANDAG shall be approved by the SANDAG Executive Director or designee. SANDAG shall contract for Emergency Repairs in accordance with SANDAG Policy for emergency action and construction contracting. Construction contracts on an existing project may be utilized using change orders for repairs to the extent that the scope of the Emergency Repairs reasonably falls within the scope of such project as otherwise permitted by law or policy. Should Emergency Repairs be contracted by SANDAG, SANDAG shall be responsible for construction including project management, engineering, construction management, consultant support and coordination with MTS.

MTS shall be responsible for the actual cost of construction including the actual cost for SANDAG support, contractor services and construction. MTS shall be responsible for recovery of costs from parties responsible for damage and from any applicable state or federal emergency relief program, fund or grant. MTS shall reimburse SANDAG for its construction related costs within 15 days of being invoiced.

- C. The Emergency Contacts shall each take the following actions at the earliest opportunity:
1. Appoint, and jointly communicate such appointment, a staff member who shall be the primary point of contact and bear day-to-day responsibility for pursuit of the Emergency Repairs.
 2. Whichever Party is responsible for hiring the construction contractor shall ensure compliance with all state and federal requirements for executing the work including labor, environmental and record keeping compliance including any environmental mitigation and monitoring, flagging, inspections, oversight, and administration. All reimbursements shall be made in accordance with the terms set forth in Section VI of this Addendum.

IV. CONSTRUCTION FOR CIPs

- A. Responsibility for Construction. SANDAG shall be responsible for administering and implementing construction of CIPs in accordance with the Construction Documents.
- B. Bidding and Construction Contracts. Following MTS concurrence with the Project PS&E in accordance with Section II (A)-(B), SANDAG shall advertise for, solicit, and accept bids for construction. The procurement documents may

include contractor qualifications that shall be prepared by SANDAG with additional requirements provided by MTS. SANDAG may provide MTS with the opportunity to review and comment on the qualifications of the lowest responsive and responsible bidder prior to the award of the contract. Any MTS comments regarding the qualifications shall be provided to SANDAG within 10 days of having received the qualifications. SANDAG requirements shall be followed with regard to determinations of responsibility and responsiveness of the bidders. The consultants and contractors hired by SANDAG to construct CIPs are hereinafter referred to as "the contractors."

C. Construction Contract Administration. Following the award of a construction contract, SANDAG shall administer the construction contract pursuant to the provisions set forth herein and unless otherwise noted, shall provide construction management services for the CIP.

1. SANDAG shall administer the construction contract and shall provide construction management services for the duration of construction of the CIP.
2. To ensure consistency with existing systems and standards SANDAG shall provide construction quality assurance through on-site construction management, engineering and inspection services. MTS at its own expense may provide secondary construction management, engineering and inspection services with its employees or consultants. . SANDAG shall provide MTS access to the CIPs to observe contractor construction, quality assurance, assembly and offsite manufacturing activities. To maintain job site safety, MTS shall coordinate access for its employees under the direction of the SANDAG Construction Manager. MTS will provide the SANDAG Construction Manager with any information regarding defects in construction, materials, workmanship and work that are identified as unacceptable to MTS, even if such work is in compliance with the construction plans and specifications.
3. Working in conjunction with SANDAG, MTS shall provide railroad operations-related services including but not limited to flag protection, establishment of Absolute Work Windows, operational coordination with SD&IV Railroad and San Diego Trolley, Inc. (SDTI), and security services, public outreach, and administrative supervision, as needed, for all CIPs constructed by SANDAG for MTS.
4. MTS may inspect completed work, perform operational tests and verify the work meets MTS standards and regulatory compliance requirements before MTS accepts contract work or portions of contract work for return-to-service and before final acceptance. Pre-operational inspections, testing and safety certifications shall be CIP costs eligible for reimbursement in accordance with the terms of this Addendum.

D. Construction Management Plan (CMP). Prior to the start of construction,

SANDAG shall develop a CMP that will define the roles and responsibilities of SANDAG, MTS and their key representatives. The CMP will also include, but not be limited to, defining the process in which information is to be transmitted between the team members and to the contractors, what information is to be transmitted, approval process for submittals, requests for information, change orders, field work directives, schedules, and inspections. MTS shall review and provide input on the CMP on a timely basis so as not to delay the CIP schedule.

- E. Design Support. SANDAG shall provide design support services through its design consultants during the bid and construction phases of a CIP.
- F. Right-of-Entry. An executed construction contract or job order shall require its construction contractor and its subcontractors to obtain a Right of Entry (ROE) Permit from MTS to access MTS right-of-way in accordance with the contract requirements. Prior to admittance onto the railroad right-of-way all other SANDAG contractors, consultants, and sub-contractors, shall obtain a ROE Permit from MTS, in using MTS' then-current ROE Permit form, which will address MTS's conditions including adherence to laws and regulations, safety, work plans, schedules, flag protection, work windows, staging and material storage areas, site access, insurance, indemnity provisions, and any other requirements therein listed. MTS shall not charge a fee for issuance of the ROE Permit to the CIP contractors. Preparation of ROE Permits and plan review related thereto shall be CIP costs eligible for reimbursement in accordance with the terms of this Addendum.
- G. Facility for Contractors. During construction, MTS shall allow contractors and subcontractors reasonable accommodation to accomplish work during agreed upon working hours and work windows as specified in the procurement documents or ROE Permits.
- H. Changes to Construction Documents. At all times during construction, SANDAG shall coordinate the contractors' work to assure quality, and timely installation in accordance with the Construction Documents. Any changes to the Construction Documents that effect schedules, or work conditions that could affect bus or railroad operations, maintenance, or safety, will be reviewed for concurrence with MTS prior to the implementation of the change. MTS shall provide a response within 10 working days of receipt. Should no response be received by SANDAG within that time frame, decisions on proceeding with the change shall be at the discretion of SANDAG.
- I. Interference with Operations by Contractors. MTS shall maintain full control over its operations at all times during construction. Prior to and during construction, SANDAG shall ensure contractors cause no interference with the operations of MTS, or its operating contractors, SDTC, SDTI, SD&IV Railroad, San Diego Vintage Trolley, Inc. (SDVTI), San Diego & Arizona Eastern Railway Company (SD&AE) North County Transit District (NCTD), and any other bus or rail service operators in the corridor except for planned service limitations, outages or access restrictions as may otherwise be agreed upon by the Parties. All proposed

activities by SANDAG and its contractors that will or may affect operations shall be submitted to MTS for review and approval. Authority to proceed with these activities shall not be unreasonably withheld by MTS. Authority to proceed shall be provided by MTS sufficiently in advance of when the activity is to occur to ensure any potential delay is mitigated.

- J. Safety During Construction. All individuals performing activities directly related to the CIP shall comply with MTS safety requirements and with applicable safety laws and regulations that govern the MTS transit system. Noncompliance will be grounds for MTS to immediately terminate the right of entry permit, suspend work in whole or part, or to remove non-compliant personnel either temporarily or permanently from work on the CIP.
- K. Collaboration During Construction. On a weekly basis, SANDAG shall communicate with MTS concerning current and planned construction activities expected during the subsequent three weeks with the contractors' written work plans for those activities and corresponding actions that are necessary to mitigate any service disruptions.
- L. Construction Schedules. Based on bus or railroad operating requirements, MTS shall establish the hours of allowable construction for incorporation within the procurement documents and any changes that may occur during construction. MTS will identify those hours the contractors may occupy the track during Absolute Work Windows and hours during which work may occur adjacent to the track during the regular railroad operating periods. MTS will work with all bus and railroad operators to achieve the specified work hours and work windows during construction; however, the Parties recognize that conditions on the transit routes and railroads can change and that the primary goal is to keep transit running. The Parties also recognize that changes to specified work hours or work windows can significantly impact the cost of completing a CIP. Every effort will be made to minimize changes to specified work hours or work windows, but it cannot be guaranteed that requests for construction hours, work windows, or flag protection will always be granted.
- M. Submittals. Submittals related to major equipment and systems, track, signals, and bridges shall be provided to MTS for review and concurrence at MTS's request. MTS shall provide a response within 15 working days of receipt. Should no response be received by SANDAG within that time frame, decisions on proceeding with a disposition shall be at the discretion of SANDAG.
- N. Project Management. SANDAG and MTS shall each identify their respective Project Managers for each CIP and provide the other Party with the Project Manager's contact information.
- O. Construction Documentation. SANDAG shall provide to MTS or post to an electronic site available to MTS the following Construction Documents:
 - 1. Procurement documents and addenda;

2. Schedules;
3. Change Orders;
4. Track and Signal Cut-over Plans;
5. As-builts drawings and documents; and
6. Owner's manuals, warranties, approved submittals, and training documentation.

To the extent that MTS makes any field changes to a safety-critical element as identified in the SANDAG Configuration Management Plan, MTS shall comply with the SANDAG Configuration Management Plan.

- P. Construction Guarantee. SANDAG or its contractors shall take corrective actions to repair, reconstruct, or modify any changed conditions resulting from construction defects or design errors for a period as prescribed by law and/or the warranty period specified in the contract documents after final acceptance by MTS.
- Q. Damages to Infrastructure During Construction. SANDAG shall cause its contractors to be responsible for all costs incurred by MTS or third-parties for the necessary repair or replacement of any damage that may occur to bus and railroad operating and maintenance-of-way equipment, the bus and railroad infrastructure, right-of-way, or third-party facilities as a result of construction of the CIP. SANDAG shall reimburse MTS for all reasonable costs it incurs for the correction of damages occurring as a result of the construction of the CIP. Unless the work must be performed on an emergency basis, MTS shall provide an estimate of costs for approval review by SANDAG prior to incurring repair or replacement costs when MTS makes repairs to damage caused by a SANDAG contractor.
- R. Acceptance of Contract / Notice of Completion. Before SANDAG grants Relief of Maintenance for any portion of a CIP or contract acceptance for a CIP to a contractor, MTS may conduct an inspection, in whole or part thereof, of the work. Once a particular portion of a CIP is deemed to be acceptable by MTS, MTS shall inform SANDAG in writing the portion has been accepted and is complete. Such acceptance by MTS shall not be unreasonably withheld. Upon issuance of Relief of Maintenance or Contract Acceptance by SANDAG for a Project, the responsibility and maintenance for the CIP shall transfer to MTS consistent with the provisions of this Addendum.
- S. Bonding. SANDAG and MTS shall be named as dual obligees on all construction bonding requirements that pertain to guarantees, warranties, and maintenance. SANDAG shall ensure the contractors list MTS, or its operating contractors SDTC, SDTI, SD&IV, SDVTI, NCTD and their respective directors, officers, employees, and agents, as additional insureds under all required insurance policies.

VI. REIMBURSEMENT OF COSTS

- A. CIP Budgets. SANDAG shall develop and update budgets for the CIPs. The CIP budgets shall be divided into line items for major elements of work. Transfers between CIP budgets shall be made in accordance with SANDAG policy with the concurrence of MTS. On an annual basis, the SANDAG Board shall approve the budget for all CIPs and identify funding as an element within the SANDAG Overall Program Budget. SANDAG shall be responsible for developing, securing and administering funding for each CIP. For individual projects, the project management team shall mutually agree on the level of concurrence required for other changes to a CIP budget.

Prior to the approval of the annual SANDAG Program Budget, SANDAG and MTS shall meet and confer on the CIPs, scope, and funding sources. Funding sources under MTS control and approved by both agencies for inclusion in a CIP budget shall be transferred to SANDAG within 90 days of approval of the SANDAG Program Budget. Changes to funding for a CIP that may be required after the annual Program Budget approval shall be made in accordance with SANDAG policy and with the concurrence by MTS. In the event that SANDAG notifies MTS that the budget amount for a CIP will be exceeded, MTS will meet with SANDAG to discuss whether an amendment to SANDAG's or MTS's budget for the CIP is appropriate.

- B. Cost Records. SANDAG and MTS shall maintain full and complete accounting records of all costs for any project covered by this Addendum in accordance with generally accepted accounting principles. These accounting records shall be maintained for at least three (3) years following completion of a project and shall be available for inspection by either Party, or state or federal officials, with reasonable notice, during normal business hours.
- C. SANDAG Services. MTS shall reimburse SANDAG for services SANDAG provides, if such services are requested by MTS, including but not limited to staff support, consultant services and, construction management when SANDAG provides support and services for MTS. Services by SANDAG could include, but are not limited to work on CIP projects such as capital infrastructure maintenance and security improvements, equipment replacement; and systems upgrades. The scope and budget for SANDAG services, including consultant services, shall be agreed to in advance. SANDAG shall track its cost separately and invoice MTS monthly.
- D. MTS Services. SANDAG shall reimburse MTS for services MTS provides in the development and implementation of the design and construction of a CIP when such services are provided for SANDAG. Applicable services MTS may provide to SANDAG pursuant to this Addendum are described below with applicable conditions:

1. Flagging costs, including flagging during design, construction and utility

relocations. Cost shall be for actual hours for the Employee in Charge (EIC) and each flagger assigned. For construction requiring more than two concurrent flagging operations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.

2. Busing costs required to move patrons around a transit system closure required for project construction. Cost shall include all reasonable operating expenses to perform the bus bridge or bus service.
3. Public relations personnel required to provide patron information and direction during a disruption of service caused by project construction. Cost shall be for actual hours. For disruptions requiring more than two concurrent work locations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.
4. Field security personnel requested by SANDAG or required to protect MTS property or patrons during project construction. Cost shall be for actual hours. For security requiring more than two concurrent work locations costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.
5. Document support personnel required as part of a project to process new equipment documentation into an MTS tracking and filing system for warranties, as-builts, and to set up maintenance tracking. MTS shall request and justify such support to the SANDAG Project Manager. Cost shall be for actual hours, no supervisor hours shall be reimbursed.
6. Wayside support including switch tenders, signal maintainers, and supervisors shall be reimbursed for projects requiring the continuing presence of these workers. SANDAG shall not reimburse MTS for the labor for aligning switches, powering down the Overhead Catenary System (OCS), setting signals or other similar activities required to establish a construction work area on an intermittent basis, which does not require the continuing presence of MTS wayside personnel during the construction activity. Where Projects require consecutive, concurrent or continuing presence of MTS wayside personnel for the work described, SANDAG shall reimburse MTS wayside labor costs. Cost shall be for actual hours for each wayside worker assigned. For construction requiring more than two concurrent wayside operations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.
7. MTS Management at or above the level of Director shall not be reimbursed unless otherwise approved by a SANDAG Director level or higher.

8. Operations, Wayside, Vehicle, Public Relations and Security professional level managers and supervisors required for the project may be approved by SANDAG if such hours are included in the preapproved project budget.
9. Consultant and attorney services contracted by MTS and required for the project may be approved by SANDAG if included in the preapproved project budget.
10. Material and equipment contracted by MTS and required for the project may be approved by SANDAG if included in the preapproved project budget.
11. SANDAG will pay actual labor costs for project management of SANDAG CIPs where SANDAG has agreed that MTS will provide a Project Manager for a project.
12. SANDAG will pay actual labor costs for MTS right of way support employees required to accommodate access to and ensure protections are in place for the MTS right of way.

E. PROVISIONS APPLICABLE WHEN BORROWING OF OTHER PARTY'S PERSONNEL

1. From time to time, the Parties may agree to utilize the other Party's human resources to carry out CIPs, Emergency Repairs, or other project development, intelligent transportation or planning projects ("Borrowed Services").
2. Borrowed Services may be provided by one or more temporary employees provided through a temporary employee services provider, or through a contractor, consultant or direct employee of the other Party ("Lending Party"). Compensation from the Borrowing Party shall be for actual labor time on the project only. Labor costs will be at the actual billing rate to the Lending Party for contract employees or the employees of contractors or consultants, and at fully loaded labor costs for Lending Party's employees. For purposes of this Addendum, the term "fully loaded labor costs" shall include the actual salary, benefits, indirect and overhead costs of the Lending Party in accordance with an approved indirect cost allocation plan as determined by an independent auditor.
3. Lending Party's employees, contractors, consultants or subcontractors shall not be deemed to be employees of the Borrowing Party. Lending Party's employees, contractors, consultants or subcontractors shall perform their obligations according to their own means and methods of work, which shall be in the exclusive charge and under the control of the Lending Party or its contractors, consultants or subcontractors, and which

shall not be subject to control or supervision by the Borrowing Party. Lending Party's employees, contractors, consultants or subcontractors shall not be entitled to any benefits to which the Lending Party's employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

4. Lending Party shall ensure that it and its contractors, consultants, and subcontractors comply with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Lending Party shall also ensure that it and its contractors, consultants or subcontractors performing work pursuant to a Project Scope of Work comply with all laws applicable to wages and hours of employment, insurance, occupational safety, and to safety, health and sanitation.
- F. Shutdown Reimbursement. SANDAG shall include a damages penalty in construction contracts for contractor acts that shut down normal revenue service and for failure to return track to revenue service after an MTS approved shutdown. SANDAG shall collect penalties assessed and thereafter reimburse MTS actual invoiced damage cost, in an amount not to exceed the amount set forth in the relevant construction contract.
- G. Invoicing. For all reimbursable costs due under this Addendum, MTS and SANDAG will execute an Addendum 17 Project Scope of Work, in substantially the same form as Exhibit A, or another mutually agreeable form, which will reference this Addendum and thereby incorporate its terms and conditions. The invoicing Party shall submit an invoice with approved time sheets for Project Managers and other personnel assigned to a project. The reimbursing party shall reimburse the invoicing party within 15 days of receiving an invoice in order to permit payment to the invoicing party's contractors on a timely basis. The reimbursing party shall have an additional 30 days to determine whether amounts paid are eligible for reimbursement and may offset amounts determined to be ineligible within 45 days of being invoiced from future payments due to the invoicing party on the Project.
- H. Construction or Corrective Changes. Should conditions or SANDAG directives warrant changes to a CIP, SANDAG shall fund such changes from the budget for that CIP's program. If the budget is insufficient to cover the changes, the Parties shall meet and confer on the best approach to fund the changes, re-scope the CIP, or some combination of thereof. Conditions causing such changes may include, but are not limited to soil conditions and slope stability, corrective actions due to design errors and/or omissions, delays due to train operations or derailments, and additional mitigation requirements imposed by the resource agencies. The Parties acknowledge that increases to the budget for a CIP are contingent upon approval by the SANDAG Board of Directors.

- I. Funding. The Parties shall comply with the laws, regulations and funding requirements for any funding sources that will be used to fund a project covered by this Addendum. At the time a budget is under development for a project on which SANDAG will be the Financially Responsible Party, SANDAG will notify MTS of the funding types that will be used so that MTS will have notice of the requirements that will apply. This obligation includes execution of any implementing agreements by MTS with its third party contractors including its freight rail provider, the SDIV Railroad, bus transit contractors or their successors, to maintain federal and state funded transit and freight rail infrastructure provided as part of a Project that is not maintained exclusively by MTS. Where funding obligations or commitments are required from the other Party, a separate project specific funding agreement shall be approved in accordance with the Parties' policies.

VII. REAL AND PERSONAL PROPERTY TRANSFERS FOR CIPs

- A. Upon completion of a CIP, or as various portions of a CIP are completed on real property already owned by MTS, the Parties hereby agree that unless otherwise agreed to pursuant to Addendum 5 to the Master MOU, such personal property procured, installed, constructed, or otherwise placed on MTS property shall automatically transfer to MTS upon acceptance of the project by MTS, and MTS agrees to execute all documents reasonably necessary to effect such transfer. SANDAG shall also transfer associated warranties for personal property acquired as part of the project.
- B. If real property is purchased or constructed by SANDAG for a CIP, the Parties will determine post-construction ownership of the real property pursuant to Addendum 5 to the Master MOU.

VIII. INDEMNIFICATION

- A. SANDAG. Neither SANDAG nor any officer, employee or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by MTS, SDTI, SD&IV, SDVTI, SD&AE, their contractors, or their agents or employees, under or in connection with any work, authority or jurisdiction delegated to MTS under this Addendum. It is understood and agreed that MTS shall fully defend, indemnify and hold SANDAG and its contractors, directors, officers, employees, and agents, harmless from and against any and all liability or claim of liability, loss or expense, including reasonable defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of MTS, SDTI, SD&IV, SDVTI, SD&AE, their contractors, or any of their respective employees, agents, invitees, or other persons acting by or on behalf of MTS, SDTI, SD&IV, SDVTI, SD&AE or their contractors, on or about the MTS/SD&AE right-of-way under or in connection with any work, authority or jurisdiction delegated to MTS under this Addendum, including, but not limited to, liability, expense, and claims for bodily injury, death, personal injury, or property damage; provided, however, that nothing herein shall relieve any party indemnified

hereunder from liability to the extent that such liability arises from such party's sole established negligence or willful misconduct. This indemnity shall not require payment of a claim by SANDAG, or its respective directors, officers, employees, or agents, as a condition precedent to SANDAG's recovery hereunder. MTS's obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by SANDAG or its contractors, or their respective directors, officers, employees, or agents.

- B. MTS. Neither MTS, SDTI, SD&IV, SDVTI, SD&AE, nor any officer, employee, or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG, or its contractors, agents, or employees under or in connection with any work, authority, or jurisdiction delegated to SANDAG or its contractors under this Addendum. It is understood and agreed that SANDAG shall fully defend, indemnify and hold MTS, SDTI SD&IV, SDVTI, SD&AE, and their respective directors, officers, employees, and agents, and their contractors, harmless from and against any and all liability or claim of liability, loss or expense, including reasonable defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of SANDAG, or any employee, agent, invitee, contractor of SANDAG, or other person acting by or on behalf of SANDAG on or about the MTS/SD&AE right-of-way under or in connection with any work, authority or jurisdiction delegated to SANDAG or its contractors under this Addendum, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage; provided, however, that nothing herein shall relieve any party indemnified hereunder from liability to the extent that such liability arises from such party's sole established negligence or willful misconduct. This indemnity shall not require payment of a claim by MTS SDTI, SD&IV, SDVTI, SD&AE, their contractors, or their respective directors, officers, employees, or agents as a condition precedent to MTS's recovery hereunder. SANDAG's obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by MTS, its contractors, SDTI, SD&IV, SDVTI, SD&AE, their contractors, or their respective directors, officers, employees, or agents.
- C. This Addendum is not intended to affect the legal liability of Parties by imposing any standard of care for delivering projects different from the standards imposed by law.
- D. This Addendum is not intended to create third-party beneficiaries or define duties, obligations, or rights in parties not signatory to this Addendum.
- E. Parties will notify each other of any potential lawsuits, claims, or legal action pertaining to projects covered by this Addendum. Parties will confer and collaborate to resolve legal actions affecting any projects covered by this Addendum and will include each other in opportunities to pursue early resolution.
- F. In order to retain resolution possibilities for potential future claims, Parties will confer on construction claims that may affect delivery of projects, or Parties'

liability or responsibility under this Addendum. Neither Party will prejudice the rights of the other Party until after Parties confer on the claim.

- G. If a potential conflict of interest arises between Parties, Parties will discuss the issue, and either Party may involve outside counsel at their own expense, and/or enter into a separate agreement concerning any appropriate waiver or method for reducing the potential conflict. This Addendum does not, nor is it intended to, constitute a waiver of any conflict of interest which may apply to a given situation, but merely offers a method of addressing potential conflicts of interest.
- H. Parties acknowledge that decisions inherent in the delivery of project under this Addendum may result in project delay or other liability. It is the intent of the Parties that any liability that may be created by the decision-making inherent in project delivery will be assumed to be a project cost as long as the decision was an exercise of reasonable discretion based on industry standards and the information known at the time of the decision. In the event a project suffers delays or additional costs that are the result of work that falls below industry standards, the responsible party shall pay for the additional costs or delay damages.
- I. Parties will pay fines, interest, or penalties levied against an individual project using the type and amount of funds agreed to by the Parties in the relevant Addendum 17 Project Scope of Work. The Parties agree to first utilize funds currently budgeted to the project before resorting to use of other fund sources.
- J. Fines, interest, or penalties, excluding a claim or assessment for punitive damages, levied against an individual Party rather than a party will be defended or paid by the Party whose actions or lack of action caused the levy. That Party will indemnify and defend all other parties for purposes of responding to the entity which is attempting to levy the fine, interest or penalty.
- K. Should a Party be the subject of a criminal indictment or prosecution arising out of a project that Party shall bear the cost of defense and if applicable, the cost of any fine or penalty assessed due to said criminal prosecution.

X. GENERAL PROVISIONS

- A. Heirs and Assigns. All terms, conditions and provisions herein shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, and assigns.
- B. Independent Entities. For purposes of this Addendum, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants and operations.
- C. Modifications. No modifications of the terms of this Addendum shall be valid unless made in writing and signed by the Parties hereto, and no oral

understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

- D. Third Parties. Nothing in the provisions of this Addendum is intended to create duties or obligations to or rights in third parties to this Addendum or affect the legal liability of the parties to third parties.
- E. Execution in Counterparts. This Addendum may be executed in any number of identical counterparts, each of which shall be deemed to be the original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS HEREOF, the Parties have caused this Addendum to be executed as of the date above set forth.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

SAN DIEGO METROPOLITAN TRANSIT
SYSTEM

Gary Gallegos
Executive Director

Paul Jablonski
Chief Executive Officer

APPROVED AS TO SUFFICIENCY OF
FORM AND LEGALITY:

APPROVED AS TO FORM:

SANDAG Office of General Counsel

MTS Office of General Counsel

EXHIBIT A

MTS File No.
SANDAG Reference No.

Addendum 17 Project Scope of Work

CIP Title: _____ CIP No. _____ Project Manager: _____

Lead Agency: _____ Operating Agency: _____

Estimated Start Date: _____ Estimated Completion Date: _____

Estimated Budget: _____ Effective Date: _____

Intended Source of Funds: (Describe types and amounts of Local, State and/or Federal funding and attach any unique pass through requirements):

Describe Any Necessary Transfers of Project Funds Between the Parties:

Project Description:

Scope of Work to be Performed by MTS:

Scope of Work to be Performed by SANDAG:

Any Additional Project-Specific Conditions (Any special conditions will require legal review of this document.):

Approved by:
SANDAG

METROPOLITAN TRANSIT SYSTEM

Jim Linthicum
Director of Mobility Management
and Project Implementation

Date

Paul C. Jablonski
Chief Executive Officer

Date



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 FAX 619.234.3407

Agenda Item No. 7

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

**Draft for
Executive Committee
Review Date: 10/20/11**

SUBJECT:

EXERCISE OPTION YEARS FOR LIGHT RAIL VEHICLE VANDALISM AND
ACCIDENT REPAIR SERVICES - CONTRACT AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L0884.1-09 (in substantially the same format as Attachment A) with Carlos Guzman, Inc. for light rail vehicle (LRV) accident and vandalism repair services.

Budget Impact

The total cost of \$801,000 for these expenditures would come from the FY 12 SDTI operating budget line item (355-53610 and 355-53510) LRV vandalism and revenue vehicle repairs.

DISCUSSION:

On July 16, 2009, the MTS Board of Directors approved a three-year base contract (SDTI Doc. No. L0884.0-09) with an option for two single-year extensions for a total cost not to exceed \$1,965,000 for LRV accident and vandalism repair services.

SDTI experiences a fair amount of vandalism and minors accidents requiring paint and bodywork during the course of normal operations. To repair such damage, the two most important qualities that SDTI looks for are the quality of the repair work and a timely response. The current contractor, Carlos Guzman, Inc., has exceeded the expectations in both of these critical areas. Staff is very satisfied with the contractor's performance and would like to continue using its services without interruption by exercising option years one and two of the contract through June 30, 2014.



Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDB Member Agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.

Based on the initial evaluations, it was determined that Carlos Guzman, Inc. was the highest-rated and lowest-priced proposal. The hourly rate proposed for vandalism and accident repair is approximately 20% lower than the previous contract pricing.

As required, staff reviewed and conducted a price analysis (Attachment C). The contractor has only increased the cost of his services for both option years about one percent per year. Staff believes that these prices are fair and reasonable and therefore recommends approval of MTS Doc. No. L0884.1-09.



Paul O. Jablonski
Chief Executive Officer

Key Staff Contact: Lee Summerlott, 619.595.4904, lee.summerlott@sdmts.com

OCT27-11.7.LRV REPAIR SVCS.GUZMAN.MYNIGUEZ

Attachments: A. MTS Doc. No. L0884.1-09
B. Cost Proposal
C. Price Analysis

DRAFT

Att. A, AI 7, 10/27/11

October 27, 2011

MTS Doc. No. L0884.1-09

Carlos Guzman, Inc.
Carlos Guzman, President
1619 E. Creston Street
Signal Hill, CA 90755

Dear Mr. Guzman:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. L0884.0-09 - EXERCISE OPTION YEARS ONE AND TWO FOR LRV ACCIDENT/VANDALISM DAMAGE REPAIR SERVICES

This shall serve as Amendment No. 1 to MTS Doc. No. L0884.0-09 as further described below.

SCOPE OF SERVICES

Provide LRV accident/vandalism damage repair services on an "as-needed" basis in accordance with the terms and conditions of the original MTS Service Agreement.

SCHEDULE

This amendment exercises option years one and two of the contract through June 30, 2014.

PAYMENT

Payment shall be made on a monthly basis. The invoice shall include a list of preapproved cost estimates for each incident during the previous month with appropriate supporting paperwork. The total cost of services provided for this period shall not exceed \$801,000.

All other conditions remain unchanged. Please sign below and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Carlos Guzman
Carlos Guzman, Inc.

Date: _____

ORIGINAL

B.2 COST AND PRICING FORMS

Proposer shall submit pricing to provide the services for all the work described in Section B.1, Scope of Service, and in accordance with the instructions outlined in the Cost and Price Proposal in Section A.2.4. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each year of service and provide a breakdown of fees, overhead, labor hours, travel, and miscellaneous expenses.

RFP TITLE AND MTS DOC. NO.: Light Rail Vehicle Paint and Body Rehab – MTS Doc. No. L0884.0-09
PROPOSAL DUE DATE/TIME: June 4, 2009, 11:00 a.m., Prevailing Local time

BASE YEAR ONE (1) – September 1, 2009 – August 31, 2010

#	DESCRIPTION	EST. QUANTITY	UNIT ISSUE	UNIT PRICE	TOTAL
SD100 Paint and Body Repair					
1	Fixed Pricing: Total cost shall include all materials, labor, tools, and supervision needed to successfully perform paint preparation, LRV body repair, and paint work, in accordance to the statement of work and Dupont technical specifications and procedures, for the Siemens Model SD100 LRV.	14*	Each	\$ 29,500	\$ 413,000
LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS					
2	Fixed priced per hour rate for LRV body repair labor.	3000*	Hour	\$ 32	\$ 96,000
3	Fixed price per hour rate for Preparation and Paint Labor.	3000*	Hour	\$ 32	\$ 96,000
4	Fixed price per hour rate for Decal Application and Removal / General Labor.	3000*	Hour	\$ 32	\$ 96,000
5	Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier.	Not to Exceed Allowance			\$95,000
6	Sub-Total:				\$ 796,000
7	CA Sales Tax (If applicable):				\$
8	TOTAL FOR YEAR ONE (1):				\$ 796,000

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

***Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS.**

**RETURN THIS FORM WITH YOUR PROPOSAL
 RETAIN OTHER PAGES FOR YOUR RECORDS**

METROPOLITAN TRANSIT SYSTEM (MTS)

LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L0884.0-09
COST PROPOSAL - CONTINUED

BASE YEAR TWO (2) – September 1, 2010 – August 31, 2011

#	DESCRIPTION	EST. QUANTITY	Unit Issue	UNIT PRICE	TOTAL
LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS					
1	Fixed priced per hour rate for LRV body repair labor.	3000*	Hour	\$ 32	\$ 96,000
2	Fixed price per hour rate for Preparation and Paint Labor.	3000*	Hour	\$ 32	\$ 96,000
3	Fixed price per hour rate for Decal Application and Removal / General Labor.	3000*	Hour	\$ 32	\$ 96,000
4	Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier.	Not to Exceed Allowance			\$100,000
Option Item					
5	Fixed Pricing: Total cost shall include all materials, labor, tools, and supervision needed to successfully perform paint preparation work, body repair work, and paint work, in accordance to the statement of work and Dupont technical specifications and procedures, for the Siemens Model SD100 LRV. This line item will be exercised at the sole discretion of MTS contingent upon the availability of funding.	10*	Each	\$ 29,500	\$ 295,000
6	Sub-Total:				\$ 683,000
7	CA Sales Tax (if applicable):				\$
8	TOTAL FOR YEAR TWO (2):				\$ 683,000

BASE YEAR THREE (3) – September 1, 2011 – August 31, 2012

BASE YEAR THREE (3) - September 1, 2011 - August 31, 2012					
#	DESCRIPTION	EST. QUANTITY	Unit Issue	UNIT PRICE	TOTAL
LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS					
1	Fixed priced per hour rate for LRV body repair labor.	3000*	Hour	\$ 32	\$ 96,000
2	Fixed price per hour rate for Preparation and Paint Labor.	3000*	Hour	\$ 32	\$ 96,000
3	Fixed price per hour rate for Decal Application and Removal / General Labor.	3000*	Hour	\$ 32	\$ 96,000
4	Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier.	Not to Exceed Allowance			\$105,000
5	Sub-Total:				\$ 393,000
6	CA Sales Tax (if applicable):				\$
7	TOTAL FOR YEAR THREE (3):				\$ 393,000

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

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METROPOLITAN TRANSIT SYSTEM (MTS)

LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L0884.0-09
COST PROPOSAL - CONTINUED

YEAR FOUR (4) OPTION YEAR ONE (1) – September 1, 2012 – August 31, 2013

YEAR FOUR (4) OPTION YEAR ONE (1) - September 01, 2012 - August 31, 2013					
#	DESCRIPTION	EST. QUANTITY	Unit Issue	UNIT PRICE	TOTAL
LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS					
1	Fixed priced per hour rate for LRV body repair labor.	3000*	Hour	\$ 32	\$ 96,000
2	Fixed price per hour rate for Preparation and Paint Labor.	3000*	Hour	\$ 32	\$ 96,000
3	Fixed price per hour rate for Decal Application and Removal / General Labor.	3000*	Hour	\$ 32	\$ 96,000
4	Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier.	Not to Exceed Allowance			\$110,000
5	Sub-Total:				\$ 348,000
6	CA Sales Tax (if applicable):				\$
7	TOTAL FOR YEAR FOUR (4):				\$ 348,000

YEAR FIVE (5) OPTION YEAR TWO (2) – September 1, 2013 – August 31, 2014

YEAR FIVE (5) OPTION YEAR TWO (2) - September 1, 2015 - August 31, 2014					
#	DESCRIPTION	EST. QUANTITY	Unit Issue	UNIT PRICE	TOTAL
LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS					
1	Fixed priced per hour rate for LRV body repair labor.	3000*	Hour	\$ 32	\$ 96,000
2	Fixed price per hour rate for Preparation and Paint Labor.	3000*	Hour	\$ 32	\$ 96,000
3	Fixed price per hour rate for Decal Application and Removal / General Labor.	3000*	Hour	\$ 32	\$ 96,000
4	Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier.	Not to Exceed Allowance			\$115,000
5	Sub-Total:				\$ 403,000
6	CA Sales Tax (if applicable):				\$
7	TOTAL FOR YEAR FIVE (5):				\$ 403,000

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

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METROPOLITAN TRANSIT SYSTEM (MTS)

LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L0884.0-09
COST PROPOSAL – CONTINUED

CONTRACT YEAR ONE (1) TOTAL:	\$ 796,000
CONTRACT YEAR TWO (2) TOTAL	\$ 683,000
CONTRACT YEAR THREE (3) TOTAL:	\$ 393,000
CONTRACT YEARS 1-3 SUBTOTAL:	\$ 1,872,000
CONTRACT YEAR FOUR (4) OPTION YEAR ONE (1) TOTAL:	\$ 398,000
CONTRACT YEAR FIVE (5) OPTION YEAR TWO (2) TOTAL	\$ 403,000
GRAND TOTAL FOR 5 YEAR CONTRACT: (3 Base Years + 2 Option Years)	\$ 2,673,000

*THE QUANTITIES DESCRIBED AND DISPLAYED ON THESE PRICING FORMS ARE FOR PROPOSING PURPOSES ONLY. THEY REPRESENT WHAT MTS/SDTI ANTICIPATES AS A REQUIREMENT, BUT MTS/SDTI DOES NOT GUARANTEE THIS QUANTITY. THE ACTUAL QUANTITY ORDERED MAY BE MORE OR LESS THAN WHAT IS ANTICIPATED ON THE PRICING FORM, AND IT IS DICTATED BY MTS/SDTI'S ACTUAL REQUIREMENTS AND THE AVAILABLE FUNDING AT THE TIME EACH ORDER IS INITIATED.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer. The following Addenda have been noted and attached hereto:

F.O.B. POINT: San Diego Trolley, Inc.
Attn: Lee Summerlott
1341 Commercial Street
San Diego, CA 92113

FIRM / COMPANY NAME: CARLOS GUZMAN INC
LEGAL STRUCTURE (Corp./Partner/Proprietor): CORPORATION
ADDRESS: 1619 CRESTON ST.
CITY, STATE & ZIP: SIGNAL HILL, CA 90755
PHONE NUMBER: (562) 427-8457
FAX NUMBER: (562) 985-1507
E-MAIL ADDRESS: c.guzman74@gmail.com
AUTHORIZED SIGNATURE: [Signature]
PRINT NAME OF PERSON AUTHORIZED TO SIGN: CARLOS GUZMAN
TYPE OR PRINT NAME: CARLOS GUZMAN
TITLE: PRESIDENT
DATE: 6/1/09

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.

**RETURN THIS FORM WITH YOUR PROPOSAL
RETAIN OTHER PAGES FOR YOUR RECORDS**



1255 Imperial Avenue, Suite 1000
San Diego, CA 92123
619.557-4576
FAX 619.696.7084

Att. C, AI 7, 10/27/11

PRICE ANALYSIS

The previous LRV Vandalism and Accident Repair Services contract was done in 2005 for a five year contract term valued at \$2,200,000.00 compared to the current contract valued at \$1,900,000.00, which by comparison is a 13.636 % decrease in cost.

MTS Current contract Doc. No. L0884.0-09

Base Year One \$383,000.00

Base Year Two \$388,000.00

Base Year Three \$393,000.00

Option Year One \$398,000.00 Price Adjustment of 1.272 %

Option Year Two \$403,000.00 Price Adjustment of 1.256 %

By comparing the previous contract to the current agreement overall cost saving are very favorable to MTS and minimal price adjustments for optional years one and two.



Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDB Member Agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.