

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 2, 2016

Executive Conference Room
Immediately following the Audit Oversight Committee Meeting

ACTION RECOMMENDED

- | | | |
|----|--|-----------------|
| A. | ROLL CALL | |
| B. | APPROVAL OF MINUTES - April 7, 2016 | Approve |
| C. | COMMITTEE DISCUSSION ITEMS | |
| 1. | <u>El Cajon Transit Center Joint Development Memorandum of Understanding with the City of El Cajon (Karen Landers and Tim Allison)</u>
Action would give direction to the Chief Executive Officer regarding the proposed Memorandum of Understanding with the City of El Cajon. | Possible Action |
| 2. | <u>Revisions to Ordinance No. 3 (Regulating Parking at MTS Parking Lots) and Board Policy No. 23 (Parking at MTS Facilities)</u>
Action would forward a recommendation to the Board of Directors that it approve the proposed changes to MTS Ordinance No. 3 and Board Policy No. 23, regulating parking at MTS facilities. | Possible Action |
| 3. | <u>Fare Collection Update (Paul Jablonski)</u> | Information |
| 4. | CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8
<u>Property:</u> 1255 Imperial Avenue, Suite 100, San Diego, California 92101
<u>Agency Negotiators:</u> Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
<u>Negotiating Parties:</u> Grab & Go Subs California, Inc.
<u>Under Negotiation:</u> Price and Terms of Payment | Possible Action |



- | | | |
|----|--|--------------------|
| 5. | <p>CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8</p> <p><u>Property</u>: 100 16th Street, San Diego, California 92101</p> <p><u>Agency Negotiators</u>: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets</p> <p><u>Negotiating Parties</u>: JMI Realty, Inc.; Chargers Football Company, LLC; City of San Diego</p> | Possible
Action |
| 6. | <p>CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8</p> <p><u>Property</u>: The San Diego and Arizona Eastern Railway Company (SD&AE) Desert Line from approximate Mile Post 60 to approximate Mile Post 130 (Division to Plaster City) in San Diego and Imperial Counties</p> <p><u>Agency Negotiators</u>: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets</p> <p><u>Negotiating Parties</u>: Pacific Imperial Railroad, Inc. (PIR)</p> <p><u>Under Negotiation</u>: Price and Terms of Payment under Desert Line Lease and Operating Agreement</p> | Possible
Action |
-
- D. REVIEW OF DRAFT June 9, 2016 BOARD AGENDA
 - E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA
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.
 - F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
 - G. PUBLIC COMMENTS
 - H. NEXT MEETING DATE: July 7, 2016
 - I. ADJOURNMENT

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

April 7, 2016

MINUTES

A. ROLL CALL

Chairman Mathis called the Executive Committee meeting to order at 9:05 a.m. A roll call sheet listing Executive Committee member attendance is attached.

B. APPROVAL OF MINUTES

Ms. Bragg moved for approval of the minutes of the February 4, 2016, MTS Executive Committee meeting. Ms. Cole seconded the motion, and the vote was 5 to 0 in favor.

C. COMMITTEE DISCUSSION ITEMS

1. Community Impact and Performance Report (Rob Schupp)

Rob Schupp, Director of Marketing and Communications, provided a brief presentation on the Community Impact and Performance Report. He stated that MTS does a lot in the community throughout the year to highlight its activities, but this is the first compiled report that MTS has put together that people can use as a resource. He noted that more than 600 copies were distributed to all elected officials, business organizations, Chambers of Commerce, Economic Development Councils, and also 2,500 direct and indirect employees of MTS.

Ms. Bragg commented about the ridership results in the report. She asked about the high ridership statistics during the hours of noon to 3:00pm. Mr. Schupp replied that they wanted to demonstrate that high ridership is throughout the day and not only in the morning and evening peaks. Lastly, Mr. Schupp noted that this report was done completely by in house MTS staff and not contracted out to an advertising company.

Action Taken

No action taken. Informational item only.

D. REVIEW OF DRAFT April 14, 2016 BOARD AGENDA (TAKEN BEFORE CLOSED SESSION)

Recommended Consent Items

6. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on January 19, 2016

7. Authorization to Increase Legal Services Contract with Tyson & Mendes, LLP to Pay Projected Expenses

Action would: (1) approve increasing the spend authority for Tyson & Mendes, LLP contract by \$200,000 to cover anticipated legal expenses; and (2) extend the contract for

an additional two years with this firm effective January 1, 2017 through December 31, 2018.

8. Arc of San Diego Interior Bus Cleaning Services - Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0602.1-13, to amend the contract with The Arc of San Diego (Arc) to authorize an additional expense authority of \$216,248.45 for the remainder of the contract term.
9. Rail Welding Maintenance Services - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL169.0-15, with Morrison Metalweld Process Corp. for the provision of rail welding maintenance services for five years, beginning on May 1, 2016 and ending on April 30, 2021.
10. Investment Report - February 2016
11. Light Rail Vehicle (LRV) Tire Kits - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1285.0-16 with Siemens Industry, Inc., for the purchase of Light Rail Vehicle (LRV) tire kits for up to six years.
12. San Diego Metropolitan Transit System (MTS) Intranet Redesign, Implementation, and Annual Maintenance Services - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1866.0-16 with Steer Davies & Gleave, Inc. for the provision of redesign and implementation services for MTS's Intranet, as well as, software maintenance services for three (3) years.

COMMENTS ON DRAFT April 14, 2016 BOARD AGENDA

Ms. Cooney noted that two more items will be added to the April 14, 2016 Board agenda. The first item concerns the Naming Rights deal with San Diego Gas & Electric for the Silver Line. The second item concerns the Quality of Life initiative and alternatives that are being proposed at SANDAG. The item will seek approval and authority to advocate on a specific alternative.

E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA (TAKEN BEFORE CLOSED SESSION)

There was no SANDAG Transportation Committee agenda discussion.

F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS (TAKEN BEFORE CLOSED SESSION)

There was no Committee Member Communications and Other Business discussion.

G. PUBLIC COMMENTS (TAKEN BEFORE CLOSED SESSION)

There were no Public Comments.

The Executive Committee convened for Closed Session at 9:14 a.m.

- C2. CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Property: APNs 535-616-04 and 08
Negotiating Parties: Zephyr Partners-RE, LLC
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Under Negotiation: Price and Terms of Payment
- C3. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(1) San Diego Metropolitan Transit System v. Grand Central West LLC San Diego Superior Court Case No. 37-2014-00044014-CU-OR-CTL
- C4. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to California Government Code Section 54956.9 (One potential case: John Albert Elardo, Sr.; Marion Elizabeth Elardo; Coronado Shores Landscaping & Recreational Committee, et al.)

The Executive Committee reconvened from Closed Session at 10:20 a.m.

Oral Report on Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- C2. The Executive Committee received a report and gave instructions to negotiators.
- C3. The Executive Committee received a report from legal counsel.
- C4. The Executive Committee received a report and gave instructions to legal counsel.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for May 5, 2016, at 9:00 a.m. in the Executive Committee Conference Room.

I. ADJOURNMENT

Chairman Mathis adjourned the meeting at 10:21 a.m.



Chairman

Attachment: A. Roll Call Sheet

EXECUTIVE COMMITTEE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ROLL CALL

MEETING OF (DATE) April 7, 2016

CALL TO ORDER (TIME) 9:05 a.m.

RECESS _____

RECONVENE _____

CLOSED SESSION 9:14 a.m.

RECONVENE 10:20 a.m.

ADJOURN 10:21 a.m.

BOARD MEMBER (Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
BRAGG <input checked="" type="checkbox"/> (Rios) <input type="checkbox"/>	9:05 a.m.	10:21 a.m.
MCCLELLAN <input checked="" type="checkbox"/> (McWhirter) <input type="checkbox"/>	9:05 a.m.	10:21 a.m.
GLORIA <input type="checkbox"/> (Cole) <input checked="" type="checkbox"/>	9:05 a.m.	10:21 a.m.
MATHIS <input checked="" type="checkbox"/>	9:05 a.m.	10:21 a.m.
ROBERTS <input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:05 a.m.	10:21 a.m.
Transportation Committee Rep Slot (Mathis)		

SIGNED BY THE CLERK OF THE BOARD:

Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

Karen Lande, ES



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. C1

MEETING OF SAN DIEGO THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 2, 2016

SUBJECT:

EL CAJON TRANSIT CENTER JOINT DEVELOPMENT MEMORANDUM OF
UNDERSTANDING WITH THE CITY OF EL CAJON (KAREN LANDERS AND TIM
ALLISON)

RECOMMENDATION:

That the Executive Committee give direction to the Chief Executive Officer regarding the proposed Memorandum of Understanding with the City of El Cajon.

Budget Impact

Up to \$50,000 expenses to the Land Management Department operating budget.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) owns the properties making up the El Cajon Transit Center (ECTC) located southwest of South Marshall Avenue and Main Street in the City of El Cajon (City) (Attachment A). Over the last ten years, MTS has identified this station as a higher priority location for transit-oriented development. MTS has previously completed studies to look at the economic viability of development and found that a project was not economically viable at those times. Recently, the markets have rebounded and both MTS and the City desire to resurrect seeking development opportunities transforming the transit center into a high quality mixed use transit oriented development.

City is interested in soliciting development proposals for the ECTC property and surrounding non-MTS-owned parcels. Previous development sites/footprints considered in 2013-2014 are shown in Attachment B. Over the last several months, the City and MTS staff talked about possible development opportunities which could be achieved through a collaborative working relationship between MTS and the City. MTS Staff believes a partnership with an experienced private developer would be the best course of



action to produce a catalyst development at the Transit Center - a transformed property leads to subsequent economic development opportunities.

The proposed Memorandum of Understanding (MOU) with the City would define roles and responsibilities and to commit agency funds for jointly developing master zoning and design criteria; for economic analysis determining project viability; for seeking qualified developers; and for negotiating the development and financial details of a successful development. City would take lead on the project, but MTS would retain the right to approve/disapprove of any concepts. MTS also reserves its authority to enter into the ultimate developer agreements with the selected developer if a successful project is approved by the MTS Board. The draft MOU is attached in substantially the final format (Attachment C).

The City approved the execution of the MOU at its Council meeting on May 10, 2016. The Executive Committee is asked to give direction to the Chief Executive Officer regarding the MOU.



Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Site Map
B. 2013-2014 City of El Cajon Potential Development Sites Concept
C. Draft MOU between MTS and City of El Cajon

El Cajon Transit Center

Att. A, AI C1, 6/2/16

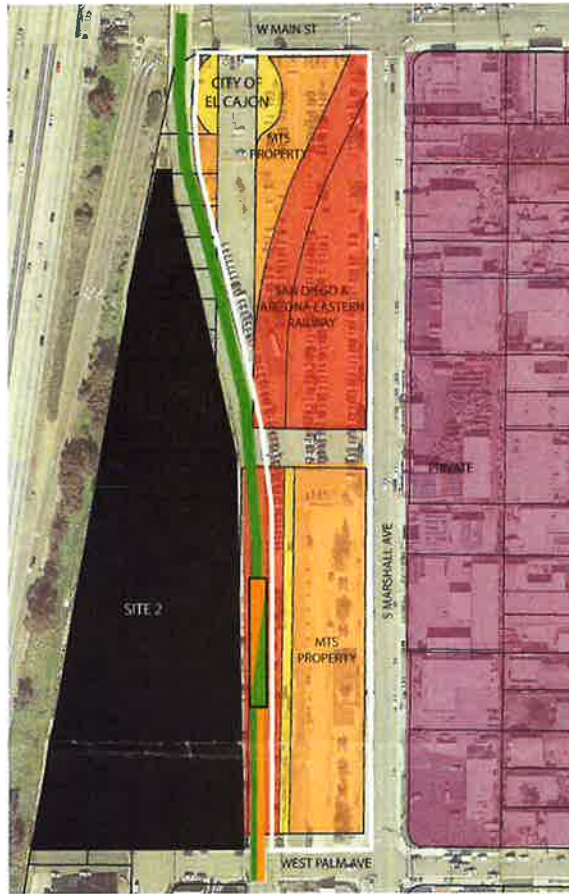


EL CAJON TRANSIT CENTER

POTENTIAL DEVELOPMENT SITES

SITE 1

EAST OF THE TROLLEY LINE MTS OWNS PROPERTY WITH BUS SHELTERS AND A SMALL CONVENIENCE STORE. A LARGE SURFACE PARKING LOT TO THE NORTH OF THE STATION AREA IS USED BY COMMUTERS, MTS, EL CAJON, AND SAN DIEGO & ARIZONA EASTERN RAILWAY SPLIT OWNERSHIP OF THIS LAND.



SITE 2

WEST OF THE EL CAJON TRANSIT CENTER ARE TWO EXISTING PARKING LOTS OWNED BY MTS. PRIVATE OWNERSHIP INCLUDES LIGHT INDUSTRIAL LAND ALONG FRONT STREET.



SITE DATA

SITE 1

OWNERSHIP IN ACRES	
MTS	2.24
CITY OF EL CAJON	0.43
CITY R.O.W.	0.79
SD&AE RAILWAY	1.78
TOTAL:	5.24

SITE 2

OWNERSHIP IN ACRES	
MTS	2.05
PRIVATE	2.06
TOTAL:	4.11

PARTNERSHIPS

- EL CAJON HOUSING AUTHORITY
- PROPERTY ASSEMBLAGE
- FINANCING

MTS

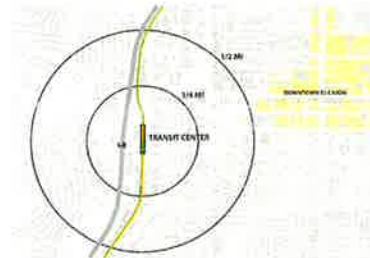
- PROPERTY OWNER
- TRANSIT AND STATION OPERATOR

SANDAG

- REGIONAL MPO
- SOURCE OF GRANTS
- REGIONAL TRANSPORTATION PLANNING



VICINITY MAP



PROXIMITY

WITHIN A HALF MILE OF THE TRANSIT CENTER ARE MEDIUM-DENSITY RESIDENTIAL NEIGHBORHOODS.

JUST UNDER A MILE IS DOWNTOWN EL CAJON. THE CITY HAS INVESTED IN DOWNTOWN TO CREATE A PEDESTRIAN-FRIENDLY RETAIL DISTRICT THAT HOUSES EMPLOYERS, CIVIC INSTITUTIONS, AND SOCIAL SERVICES.

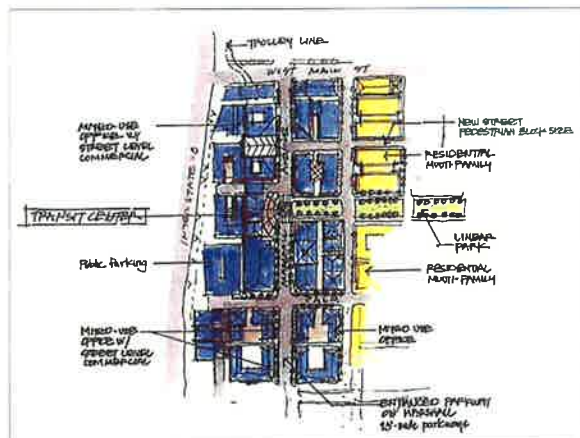
TRANSIT-ORIENTED DEVELOPMENT

THE EL CAJON TRANSIT CENTER SERVES OVER 7,000 SAN DIEGO TROLLEY USERS AND OVER 5,300 MTS BUS USERS ON AN AVERAGE WEEKDAY. PRIVATE TRANSPORTATION SERVICES ARE ALSO USED DAILY.

EXISTING LAND USES ARE PREDOMINANTLY LIGHT INDUSTRIAL, BUT THE CITY HAS IDENTIFIED THE TRANSIT CENTER PARKING AREA IN THE HOUSING ELEMENT 2021. PROPOSED ZONING IS MIXED-USE, 60 DWELLING UNITS PER ACRE.

THE SITE IS A SMART GROWTH OPPORTUNITY SITE AND A SUSTAINABLE COMMUNITIES STRATEGY MATCH.

DESIGN CHARETTE STUDY



MARSHALL AVENUE - EXISTING CONDITIONS



MARSHALL AVENUE - CONCEPTUAL STUDY



MEMORANDUM OF UNDERSTANDING BETWEEN
SAN DIEGO METROPOLITAN TRANSIT SYSTEM AND
THE CITY OF EL CAJON REGARDING JOINT
DEVELOPMENT OF THE EL CAJON TRANSIT CENTER

This Memorandum of Understanding (MOU) is made and entered into by and between the SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS), operating under and pursuant to Public Utilities Code Section 125000, et seq., and the CITY OF EL CAJON (CITY) a municipal corporation a public body, corporate and politic, each referred to herein as a "Party" or collectively as the "Parties." The CITY and MTS enter into this MOU with reference to the following recited facts:

RECITALS

- A. MTS owns the El Cajon Transit Center located at 166 South Marshall Avenue, El Cajon (the "Transit Center"); and
- B. The CITY is interested in a new development opportunity at the Transit Station, which transforms the existing station with a high-quality designed project; and
- C. The Parties desire to allow for the private development community to propose a high-quality project based on current market conditions; and
- D. Recent changes in redevelopment law and the allocation of property tax revenues between municipalities and the State of California require the public and private sectors to consider new and innovative structures to promote redevelopment in order to realize significant public benefits.

NOW THEREFORE, pursuant to the terms set forth in this MOU, the Parties agree as follows:

- 1. MTS will designate the CITY as its agent to work in good faith, including key decision points in order to establish zoning and design criteria, bulk development standards, and expected public improvements needed to support defined development intensity for the Transit Center.
- 2. The CITY will draft Request for Proposals (RFP) for private development including economic analysis and conduct a competitive process to select a developer.
- 3. The Parties will review select development proposals, jointly decide the best proposal, and jointly create an Exclusive Negotiating Agreement with the chosen developer.
- 4. The Parties will collaboratively define and agree on development and financial details with the chosen developer.
- 5. The CITY will process all entitlements including compliance with the California Environmental Quality Act in accordance with the CITY'S General Plan, Zoning Code and applicable development regulations and policies.
- 6. Once a development and design concept is found economically feasible, the Parties agree to make reasonable efforts to enter into a Disposition and

Development Agreement or appropriate Agreement, outlining the Parties roles and responsibilities with the chosen developer.

7. The CITY shall conduct a preliminary environmental assessment of existing facilities at the Transit Center to identify potential environmental issues.
8. The Parties will jointly agree on and authorize the expenses to be incurred under this MOU before they authorize work. The Parties will share payment of all out-of-pocket costs for work performed by third parties pursuant to this MOU on an equal basis (fifty percent (50%) for MTS and fifty percent (50%) for CITY), on a not to exceed amount of \$100,000 total (\$50,000 for each entity).
9. The Parties agree that the development and design concepts that are formulated and created for the Transit Center site shall accomplish the following goals and objectives (these goals and objectives are not set forth in any particular order of priority):
 - a. Development of the Transit Center site shall not interfere with current or future public transit use and operations by rail and bus at the site;
 - b. Development of the Transit Center site will provide enhanced public transit operations, increase ridership of rail and bus operations at the site, increase revenue, enhance the transit rider's experience with such transit, and be compatible with the surrounding community;
 - c. Development of the Transit Center site will provide long-term parking for the Transit Center to support the use of rail transit;
 - d. Development of a transit-supportive, mixed-use project will be a catalyst and transformative to the existing district within the vicinity of the Transit Center; and
 - e. Develop a project that is of high design quality and will be a benefit to the existing community in the vicinity of the Transit Center.
10. Indemnification: No Party or any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other Party under or in connection with any work, authority or jurisdiction delegated thereto under this MOU. It is understood and agreed that, pursuant to Government Code section 895.4, the Parties shall mutually defend, indemnify and save harmless one another, including all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by either Party under or in connection with any work, authority or jurisdiction delegated thereto under this MOU.
11. Financial Obligations of the Parties:
 - a. That all financial obligations of MTS under the terms of this MOU are subject to the appropriation of the required resources by MTS and the approval of the MTS Board of Directors, if required by policy.

- b. That all financial obligations of CITY under the terms of this MOU are subject to the appropriation of the required resources by CITY and the approval of the City Council, or their designee of the CITY as may be required by state and/or local regulations.

12. Correspondence: Any correspondence required or permitted under this MOU may be personally served on the other Party, by the Party giving notice, or may be served by email, fax or prepaid registered or certified USPS mail, return receipt requested, to any of the following addresses:

<p>For MTS: Attn: Tim Allison Manager of Real Estate Assets 1255 Imperial Ave., Ste. 1000 San Diego, CA 92101 PH: 619-595-4903 Email: tim.allison@sdmts.com</p>	<p>For CITY: Attn: Majed Al-Ghafry Assistant City Manager 200 Civic Center Way El Cajon, CA 92020 PH: 619-441-1742 Email: malghafr@cityofelcajon.us</p>
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13. Term and Termination: The term of this MOU shall expire on December 31, 20XX if any Party hereto delivers written notice of termination to the other Parties on or before December 1, 20XX. If none of the Parties delivers written notice of termination on or before December 1, 20XX, then the term of this MOU shall automatically be extended and continue from and after December 31, 20XX on consecutive six (6) month intervals that automatically renew until any Party delivers sixty (60) days advance written notice of termination at any time. In addition, any Party may elect to terminate this MOU at any time by delivery of sixty (60) days advance written notice.
14. Survival of Termination: The indemnification provisions of this MOU shall survive termination of this MOU.
15. Applicable Laws: This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
16. Binding of Parties: All terms, conditions, and provisions hereof shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
17. Independent Entities: For purposes of this MOU, the relationship of the Parties is that of independent entities, and not as agents, of each other or as joint ventures or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

18. Method of Alteration: No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both Parties hereto, and no oral understanding, not incorporated herein, shall be binding on the Parties hereto.
19. Duties or Obligations: Nothing in the provisions of this MOU is intended to create duties or obligations to, or rights in, third parties concerning this MOU.
20. Execution of MOU: This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart. The Parties further agree that a facsimile copy of the executed counterparts shall have the same force and effect as an original

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and delivered as of the last date of the Parties signature.

SAN DIEGO METROPOLITAN
TRANSIT SYSTEM

THE CITY OF EL CAJON

By

Douglas Williford, City Manager

ATTEST:

Belinda A. Hawley, CMC, City Clerk

APPROVED AS TO CONTENT:

Majed Al-Ghafry, Assistant City Manager

APPROVED AS TO FORM:

Morgan L. Foley, City Attorney

El Cajon Transit Center Joint Development

Memorandum of Understanding

Executive Committee
June 2, 2016



1



El Cajon Transit Center



2



El Cajon Transit Center

- City of El Cajon
- 7.2 Acres
- 481 Total Parking Spaces
- 8 Bus Bays
- Site Notes:
 - Convenience Store
 - Greyhound and Barona Buses
 - Mossy Nissan Lease
 - Adjoining property on Front Street – leased



3



Memorandum of Understanding

- ***City received a \$400,000 SANDAG planning grant for updating the station area land use and mobility plan.***
- ***MOU to establish roles and responsibilities between MTS and El Cajon to develop a mixed use project at the station.***
- ***MTS commitment – up to \$50,000 for consultant fees and provide staff support.***

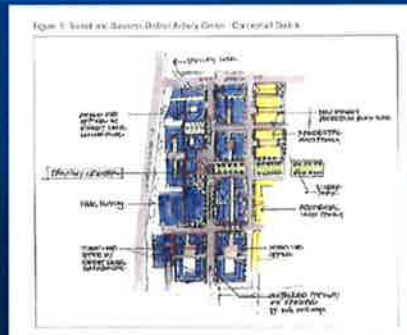


4



Specific Plan Update – Development Scenario

Transit and Business District



DISTRICT



5



SANDAG Visual Simulation Studies



6



Marshall Avenue at the El Cajon Transit Center – SANDAG Simulation



7



Recommendation

- ***Provide direction to the Chief Executive Officer***



8





1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. C2

MEETING OF SAN DIEGO THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 2, 2016

SUBJECT:

REVISIONS TO ORDINANCE NO. 3 (REGULATING PARKING AT MTS PARKING
LOTS) AND BOARD POLICY NO. 23 (PARKING AT MTS FACILITIES)

RECOMMENDATION:

That the Executive Committee forward a recommendation to the Board of Directors that it approve the proposed changes to MTS Ordinance No. 3 and Board Policy No. 23, regulating parking at MTS facilities.

Budget Impact
None.

DISCUSSION:

San Diego Metropolitan Transit System (MTS) rules related to parking at MTS-owned facilities have not been updated since 1996. As currently drafted, the policies only apply to San Diego Trolley Stations. Ordinance No. 3 sets a general time limit for parking at trolley stations of twenty-four (24) hours. Board Policy No. 23 currently establishes a process to request a permit to park for more than twenty-four (24) hours.

The proposed revisions to Ordinance No. 3 and Board Policy No. 23 make the parking rules applicable to all MTS transit facilities that are open to the public. Instead of a general twenty-four (24) hour limit on parking at every station, the revision would allow the MTS Chief Executive Officer to establish parking hours and restrictions on a station-by-station basis. This will allow MTS staff to evaluate the transit ridership and related parking needs at each individual station and set parking hours that preserve as much parking as possible for MTS transit riders and commuters.

As MTS seeks to make transit more accessible to the region's commuters, and neighboring developments have limited or costly parking, MTS will need the flexibility to set rules and parking enforcement standards for each individual parking lot. In some



cases, adequate parking is available and no special limits will be necessary. In other cases, MTS will need to restrict parking overnight or during other times to discourage use by non-transit patrons. SANDAG, in coordination with MTS staff, is also studying options for controlling/restricting parking designated for transit patrons only.



Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Proposed Ordinance No. 3 (redlined)
B. Proposed Board Policy No. 23 (redlined)

SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD ~~SYSTEM~~
ORDINANCE NO. 3

(As adopted June 8, 1981, and as amended through 4/11/96 6/9/2016)

An Ordinance Regulating Parking in at
San Diego Trolley MTS Parking Lots

The Board of Directors of the San Diego Metropolitan Transit Development Board ~~System~~ (MTDB ~~MTS~~) do ordain as follows:

Section 3.1: Findings

MTDB ~~MTS~~ adopts this Ordinance establishing conditions and regulations applicable to vehicle parking and traffic in San Diego Trolley (hereafter "Trolley") ~~MTS~~ parking lots and other transit facilities open to the public, including trolley stations and bus transit centers and transit facility construction sites.

(Section 3.1 amended 6/9/16

(Section 3.1 amended 1/11/96)

Section 3.2: General

No person shall drive, stop, park, or leave standing any vehicle, as defined in Section 670 of the California Vehicle Code, on any ~~Trolley~~ ~~MTS~~ parking lot or other transit facility except in full compliance with the traffic laws of the State of California and conditions and regulations adopted herein. As used herein the term "~~Trolley~~ ~~MTS~~ parking lot or other Transit Facility" includes entrances and exits to and from any such facility.

(Section 3.1 amended 6/9/16

(Section 3.2 amended 1/11/96)

Section 3.3: Patron Parking

Parking in San Diego Trolley ~~MTS~~ lots and other transit facilities is for transit patrons only. Any vehicle belonging to other than transit patrons may be removed at the risk and expense of its owner. For purposes of this Ordinance, a patron is defined as a person who parks a vehicle on a ~~Trolley~~ ~~MTS~~ parking lot facility adjacent to a ~~Trolley~~ ~~MTS~~ station or other transit facility and who thereafter directly proceeds to board a ~~Trolley~~ ~~MTS~~ vehicle or public transit bus at the lot or facility.

(Section 3.1 amended 6/9/16

(Section 3.3 amended 1/11/96)

(Section 3.3 amended July 11, 1983)

Section 3.4 Time Limit

Maximum limit of time for parking in San Diego Trolley ~~MTS~~ lots and transit facilities is twenty-four (24) consecutive hours unless otherwise posted set by the hours posted. Overnight parking is only permitted if posted signs specifically allow or a MTS-issued permit for extended parking is obtained pursuant to Section 3.9. Any vehicle exceeding this limit may be removed to a suitable place for storage at the risk and expense of its owner.

(Section 3.1 amended 6/9/16

(Section 3.4 amended 1/11/96)

Section 3.5: Designated Spaces

Motor vehicles shall be parked only in areas posted and dedicated for parking, and shall be parked in an orderly manner within the lines indicating a single space. Motor vehicles shall not be parked within any driveway, in any unlined area, in any yellow painted area, in any pedestrian walkway, in any bus loading zones, or in any areas so prohibited by control signs.

Section 3.6: Maximum Speed Limit

No person shall at any time drive any vehicle in any ~~Trolley~~MTS parking lot or transit facility at a speed in excess of 15 miles per hour, unless otherwise posted.

(Section 3.1 amended 6/9/16)

(Section 3.6 amended 1/11/96)

Section 3.7: Maximum Vehicle Dimensions

No person shall drive, park, or leave standing in any ~~Trolley~~MTS parking lot or transit facility any vehicle or combination of vehicles which exceeds three tons in total aggregate weight or exceeds six and one-half feet in width or 19 feet in length.

(Section 3.1 amended 6/9/16)

(Section 3.7 amended 1/11/96)

Section 3.8: Motorcycles

No person shall park or leave standing any motorcycle or motor-powered bicycle except in areas specifically designated for such purpose in ~~Trolley~~MTS parking lots or transit facilities.

(Section 3.1 amended 6/9/16)

(Section 3.8 amended 1/11/96)

Section 3.8.1

Any violation of Sections 3.2 through 3.8 inclusive of this Ordinance shall be an infraction punished upon a first conviction by a fine not exceeding fifty dollars (\$50) and for a second conviction within a period of one year by a fine of not exceeding one hundred dollars (\$100) and for a third or any subsequent conviction within a period of one year by a fine of not exceeding two hundred fifty dollars (\$250). For purposes of this section, a bail forfeiture shall be deemed to be a conviction of the offense charged.

Section 3.9: Additional Usage by Special Permit

Notwithstanding Section 3.3 or Section 3.4, the ~~MTDB General Manager~~MTS Chief Executive Officer may issue permits for private use of parking lots and transit facilities and for parking in excess of 24 hours in accordance with such rules and regulations as may be prescribed by the ~~MTD~~MTS Board.

(Section 3.1 amended 6/9/16)

(Section 3.9 amended 1/11/96)

(Section 3.9 added 7/11/83)

Section 3.10 Public Notice

Before the expiration of fifteen (15) days after its passage, this Ordinance shall be published once with the names of the members voting for and against the same in a newspaper of general circulation published in the County of San Diego.

TFL:lst

~~CD-ORD03-JPL~~

~~1/18/96~~

Amended: 6/9/16

Amended: 1/11/96

Amended: 7/11/83

Repealed & Readopted: 1/25/82

Adopted: 6/8/81



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619/231-1466
FAX 619/234-3407

Policies and Procedures

No. 23

SUBJECT:

Board Approval: 2/26/04 6/9/16

PERMIT PARKING AT SAN DIEGO TROLLEY STATIONS MTS FACILITIES

PURPOSE:

To establish criteria for issuance of permits for extended parking at San Diego Trolley stations parking rules and/or permits at MTS transit stations and other facilities open to the public.

BACKGROUND:

MTS Ordinance No. 3, governing parking lot usage, authorizes private use of and extended parking at trolley stations MTS facilities in accordance with rules and regulations adopted by the MTS Board of Directors. This Policy sets forth such rules and regulations for extended parking.

POLICY:

- 23.1 All requests for parking in excess of 23 hours should be made to the Chief Executive Officer or his designated representative The Chief Executive Officer may establish permissible parking hours at each MTS-owned or controlled parking facility, based on safety, security and operational considerations.
- 23.2 The permit must be purchased at The Transit Store Based on parking demand and supply, and in an effort to preserve parking for MTS patrons and encourage transit use, the Chief Executive Officer may designate certain parking lots as restricted to MTS transit patrons and/or charge a fee for use.
- 23.3 The permit shall contain the vehicle year, make and model, license number, station location, and time period it is valid. It shall be signed by the MTS representative. The permit must be displayed on the dash of the vehicle The Chief Executive Officer may designate certain parking spaces for special uses or programs (e.g., electric car charging stations).
- 23.4 A fee of \$7 per day or a portion thereof will be charged. The Chief Executive Officer shall review and adjust the fee on an annual basis. Such fee may be waived by the Chief Executive Officer upon a finding of public purpose or benefits in the granting of a no-cost permit, including, but not limited to, the promotion of ridesharing The Chief Executive Officer may establish a permit process to allow overnight parking at designated MTS parking facilities.



23.5 All such revenue generated from the issuance of the parking permits fees, if any, shall ~~be received by San Diego Trolley, Inc. to offset the costs incurred in the~~ maintenance of the facility used by MTS to support transit operations and facility maintenance.

~~TFL:lst/emc/jg~~

~~POLICY 23. PERMIT PARKING TROLLEY STATIONS~~

~~7/13/06~~

Original Policy adopted on 1/26/84.

Policy revised on 10/12/89.

Policy revised on 2/26/04.

Policy revised on 6/9/16

Agenda Item C2

**Executive Committee
June 2, 2016**

**Revisions to Ordinance No. 3
(Regulating Parking at MTS Parking Lots)
and
Board Policy No. 23
(Parking at MTS Facilities)**



1



Old Regulations

- **Ordinance No. 3**
 - Last updated in 1996
 - Only covers trolley lots
 - General maximum parking limit of 24 consecutive hours



2



Old Regulations

- Board Policy No. 23
 - Last revised in 1989
 - Updated in 2004 with MTDB reorganization
 - Established criteria for a permit to park in excess of 23 hours
 - Purchase at Transit Store
 - \$7/day charge (may be adjusted annually)
 - Limited to trolley stations



3



Proposed Revisions

- Update Ordinance No. 3 and Board Policy No. 23 to:
 - Be applicable to all MTS parking lots open to the public;
 - Allows MTS CEO to establish parking hours on a lot-by-lot basis.
 - Based on safety, security and operational considerations
 - May restrict access to individual lots to transit patrons only and/or charge a fee for use
 - Based on parking demand and supply, to preserve parking for MTS patrons and encourage transit use
 - May designate certain parking spaces for special uses
 - E.g., electric car charging stations
 - May establish a permit process to allow overnight parking at designated MTS parking facilities



4



Ongoing Study

- By SANDAG and MTS:
 - Evaluate parking demand
 - BRT stations
 - Mid Coast
 - Development around MTS facilities
 - Evaluate options to restrict parking for transit patrons only
 - Controlled entry by Compass Card
 - Parking fees
 - Limit parking hours (enforcement by towing etc)
 - E.g. State Parks/OTTC
 - TOD development consideration (for property sharing parking facilities with MTS)
 - Other



5



Recommendation

That the Executive Committee forward a recommendation to the Board of Directors to approve the proposed changes to MTS Ordinance No. 3 and Board Policy No. 23, regulating parking at MTS facilities.



6





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Agenda Item No. C3

MEETING OF SAN DIEGO THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 2, 2016

SUBJECT:

FARE COLLECTION UPDATE (PAUL JABLONSKI)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

Staff will provide an update on the latest information related to MTS's fare collection system, stored value, and Payment Card Industry (PCI) Data Security audit and analysis.



Paul C. Jablonski
Chief Executive Officer

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



REVISED DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

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 two 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 - May 12, 2016 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.

**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. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). 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.



CONSENT ITEMS

6. San Diego Metropolitan Transit System MS4 Phase II - Municipal Permit Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order 13.02 to MTS Contract No. G1492.0 with Parsons Brinckerhoff Inc. (Parsons) for MS4 Phase II Municipal Permit Compliance.
7. Enterprise Resource Planning / Transit Asset Management Implementation Services Agreement - Contract Amendment Approve
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 9 to MTS Doc. No. G1731.0-15 with Labyrinth Solutions, Inc. (LSI), to upgrade the current SAP Business Warehouse (SAP BW) version 7.4 to SAP BW 7.5, with a migration to the SAP high performance analytic appliance (SAP HANA).
8. San Diego Metropolitan Transit System (MTS) Task Order Contract Approval for Fashion Valley Station Second Elevator Project; Finding that Project is Exempt Under the California Environmental Quality Act Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order 13.12 for MTS Doc. No. G1496.0-13 with RailPros, Inc. to perform Design-Engineering Services for the Fashion Valley Station Second Elevator Project ("Project") and find the Project exempt under the California Environmental Quality Act ("CEQA").
9. Transit On Board Video Surveillance System Post-Warranty Maintenance, Repair, and Support Services - Sole Source Contract Award Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0645.0-16, with Apollo Video Technology (Apollo), on a sole source basis, for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet On Board Video Surveillance System (OBVSS) for two (2) base years with an option to extend for an additional three (3) years.
10. Taxicab Advisory Committee Lease Driver Member Election Results Approve
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.
11. Taxicab Advisory Committee Permit Holder Member Election Results Approve
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.
12. Portable Toilet Rental Services - Contract Award Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1881.0-16, with Diamond Environmental, for the provision of Portable Toilet Rental Services for five years effective July 1, 2016 through June 30, 2021.
13. Approval to Close Seven (7) J.P. Morgan Chase & Co. Bank Accounts Approve
Action would approve staff's recommendation to close seven (7) J.P. Morgan Chase & Co. bank accounts to consolidate bank activity.
14. HASTUS Regional Scheduling System Annual Software Maintenance and Support Services - Contract Award Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1883.0-16 with Giro, Inc., on a sole source basis, for the provision of HASTUS Regional Scheduling System (RSS) annual software maintenance and support services for one (1) base year with an option to extend for an additional two (2) years.

- | | | |
|-----|---|-------------|
| 15. | <u>Investment Report - April 2016</u> | Information |
| 16. | <p><u>Proposed Revisions to San Diego Metropolitan Transit System (MTS) Board Policy No. 52, "Procurement of Goods and Services" and Repeal of Board Policies No. 3, No. 5, No. 14 and No. 54</u></p> <p>Action would: (1) Adopt the revisions to MTS Board Policy No. 52, "Procurement of Goods and Services"; (2) Authorize the Chief Executive Officer (CEO) to modify MTS Board Policy No. 52 Exhibit A relating to MTS's Statutory and Regulatory Requirements; (3) Repeal MTS Board Policy No. 3, "Design-Preparation Plans, Specifications and Estimates"; (4) Repeal MTS Board Policy No. 5, "Construction Contract Administration and Contractor Assurances"; (5) Repeal MTS Board Policy No. 14, "Relief from Maintenance and Responsibility and Acceptance of Work on Construction Contracts"; and (6) Repeal MTS Board Policy No. 54, "Rules of Procedure for MTS Administrative Hearings".</p> | Approve |
| 17. | <p><u>San Diego Metropolitan Transit System Automobile Leasing Service - Contract Award</u></p> <p>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1872.0-16, with Enterprise Fleet Management (Enterprise) for the provision of non-revenue Automobile Leasing Services, for a five (5) year base term and three (3) one year options, exercisable at MTS's sole determination.</p> | Approve |
| 18. | <p><u>San Diego Metropolitan Transit System (MTS) Bus Subcomponents Groups A to H - Contract Award</u></p> <p>Action would authorize the Chief Executive Officer (CEO) to execute five (5) five-year contracts for the provision of bus brake and axle-related subcomponents.</p> | Approve |
| 19. | <p><u>Resolution for Affordable Housing and Sustainable Communities (AHSC) Grant Program Joint Application</u></p> <p>Action would: (1) Adopt a resolution in support of the Joint Application with Domus Development for the 2015-2016 AHSC grant cycle; and (2) Authorize the Chief Executive Officer to sign a transit agreement with Domus Development for the transfer of funds to MTS for a bus purchase to support additional transit service.</p> | Approve |
| 20. | <p><u>Motorola Regional Transit Management System Annual Maintenance and Support Services - Contract Amendment</u></p> <p>Action would authorize the Chief Executive Officer (CEO) to execute Amendment 17 to MTS Doc. No. G0867.0-03 with Motorola, Inc. (Motorola) to extend the Regional Transit Management System (RTMS) post warrant annual maintenance and support agreement by three months, from July 1, 2016 through September 30, 2016.</p> | Approve |

CLOSED SESSION

- | | | |
|-----|-----------------------------------|-----------------|
| 24. | a. CLOSED SESSION - First Transit | Possible Action |
|-----|-----------------------------------|-----------------|

b. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6

Possible
Action

Agency: San Diego Trolley, Inc. (SDTI)

Employee Organization: International Brotherhood of Electrical Workers, Local 465
(Representing SDTI Train Operators, Electromechanics, Servicers and Clerical)

Agency-Designated Representative: Jeff Stumbo

c. CLOSED SESSION - PIR

Possible
Action

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. Bytemark Protest (Rob Schupp)

Possible
Action

31. PIR (Karen Landers)

Possible
Action

REPORT ITEMS

45. Fiscal Year 2016 Third Quarter Performance Monitoring Report (Denis Desmond)

Information

46. Operations Budget Status Report for March 2016 (Larry Marinesi)

Information

60. Chairman's Report

Information

61. Chief Executive Officer's Report

Information

62. Board Member Communications

63. Additional Public Comments Not on the Agenda

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.

64. Next Meeting Date: July 14, 2016

65. Adjournment



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM MS4 PHASE II – MUNICIPAL
PERMIT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (SDMTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order 13.02 to MTS Contract No. G1492.0 (in substantially the same format as Attachment A) with Parsons Brinckerhoff, Inc. (Parsons) for MS4 Phase II Municipal Permit Compliance.

Budget Impact

The total cost of this agreement would not exceed \$1,318,100.00 over the entire term of the Agreement, reflective of a five (5) year Work Order (WO) term. The fiscal year budget impacts for the entire five (5) year term are estimated below. Costs will be paid from the Land Management Department operating budget (791010-571250).

Estimate Cost Summary	
Term (in Years)	Yearly Costs
2016 – 2017	\$ 560,000
2017 – 2018	\$ 441,200
2018 – 2019	\$ 163,500
2019 – 2020	\$ 84,100
2020 – 2021	\$ 69,300
Total Award:	\$ 1,318,100



DISCUSSION:

State law gives the California Regional Water Quality Control Board (State Water Board) authority to regulate water quality. The State Water Board does this partially by establishing regulations and requiring public agencies to obtain a permit for storm water discharges. San Diego Metropolitan Transit System (MTS) is currently in the process of being enrolled as a permittee under the State Water Board's MS4 general permit. Once an MS4 permit for MTS is in place, MTS will be required to have a formal plan committing to various storm water management, monitoring, reporting, education/ outreach, illegal discharge detection and elimination, construction site requirements, and pollution prevention measures. Currently, MTS has storm water plans in place for its maintenance facilities and construction projects, but no formal, overall review and plan has been conducted for all of MTS's real property, transit stations, and railroad right-of-way. In addition, MTS does not have a formal public education program in place. In order to comply with the MS4 permit, MTS will need to develop and implement a system-wide program. Development and implementation of a comprehensive storm water plan and program for MTS requires the expertise of outside environmental and engineering consultants.

MTS Policy No. 52 governing the procurement of Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services, and Construction Project Management Services that are in excess of one hundred thousand dollars (\$100,000) are awarded in accordance with the provisions of Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code and the federal Brooks Act (if federally funded).

On April 19, 2016, MTS issued a Request for Statements of Qualifications (SOQ) in accordance with California Government Code, commencing with Section 4525, to three (3) pre-qualified On-Call Architectural and Engineering Firms for MS4 Phase II Municipal Permit Compliance Services, as identified below:

Pre-Qualified Firm	MTS Doc. No.
Parsons Brinckerhoff, Inc.	G1492.0-13
Kimley Horn & Associates	G1493.0-13
PGH Wong	G1495.0-13

On May 4, 2016, MTS received a total of two (2) SOQ proposals from the following Firms:

1. Parsons Brinckerhoff, Inc. (Parsons)
2. Kimley Horn & Associates (Kimley Horn)

The third Firm, PGH Wong, chose not to provide a response to the request for Statements of Qualifications (SOQ).

A selection committee, consisting of representatives from the MTS Safety, Bus Operations, and Facilities Operations – Contract Services departments, met and scored the statement of qualifications, with cost being excluded as a factor per California Government Code 4525:

1.	Qualifications and Experience with similar MS4 Permittees	40%
2.	Proposed Team and Staff	40%
3.	Implementation Plan	20%
		Total 100%

After the initial evaluation of submitted Qualifications, Parsons Brinckerhoff, Inc. was found to be the most highly qualified as to provide the MS4 Phase II Municipal Permit Consultant Services.

PROPOSER NAME	TOTAL AVG. TECH. SCORE	RANK
Parsons	90.67	1
Kimley	76	2
PGH Wong	0	3

As a result of the final rankings of each Firm, MTS opened Parsons Brinckerhoff, Inc.'s cost proposal only, as the most highly ranked, and entered into negotiations with the Firm as to reduce the direct costs (hourly level of effort) of the required services.

MTS was able to reduce the overall hourly level of effort associated with performance of the requested services from 8,644 labor hours to a revised 7,109 labor hours resulting in an estimated savings of \$250,120 as identified below:

FIRM NAME	<u>Original Proposed Hours</u>	<u>Total Original Proposed Project Costs</u>
Parsons Brinckerhoff, Inc.	8,644	\$ 1,568,238

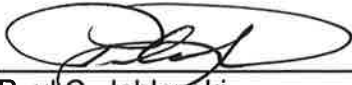
FIRM NAME	<u>Negotiated Proposed Hours</u>	<u>Total Negotiated Project Costs</u>
Parsons Brinckerhoff, Inc.	7,109	\$ 1,318,118

FIRM NAME	Total Savings
Parsons Brinckerhoff, Inc.	\$ 250,120

As such, Parsons Brinckerhoff, Inc.'s technical proposal is the most highly qualified and negotiated costs are determined as fair and reasonable as a result of the reduction in labor hours associated with Firm's performance.

Therefore, staff recommends that the San Diego Metropolitan Transit System (SDMTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Work Order No. 13.02. under MTS Contract No. G1492.0-13 (in substantially the same format

as Attachment A) with Parsons Brinckerhoff, Inc. for MS4 Phase II Municipal Permit Compliance for a total term of five (5) years.

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 Contacts: Karen Landers, 619.557.4512, karen.landlers@sdmts.com

Attachment: A. Draft Work Order 13.02; MTS Contract No. G1492.0-13

May 26, 2016

MTS DOC No. G1492.0-13
Work Order 13.02

Mr. Rex Plummer
Project Manager
Parsons Brinckerhoff, Inc.
401 B Street, Suite 1605
San Diego, CA 92101

Dear Mr. Plummer:

Subject: MTS DOC. NO. G1492.0-13, WORK ORDER 13.02; GENERAL ENGINEERING AND
REAL ESTATE SERVICES FOR MS4 PHASE II MUNICIPAL PERMIT COMPLIANCE
SERVICES

This letter shall serve as Work Order No. 2 to our agreement for professional services, under the
General Engineering Consultant Agreement, MTS Doc. No. G1492.0-13, as further described
below.

SCOPE OF SERVICES

Provide MS4 Phase II Municipal Permit Compliance Services as described in the Scope of Work
attached as Attachment A – Scope of Work.

SCHEDULE

The period of performance shall commence July 1, 2016 and expire June 30, 2021, unless
otherwise extended through an Amendment to this Work Order Agreement.

PAYMENT

Payment shall be in accordance with the negotiated costs attached as Attachment B – Negotiated
Cost Proposal and Schedule of Fee's.

If you agree with the above, please sign below, and return the document marked "Original" to the
Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.
Retain the other copy for your records.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Rex Plummer
Parsons Brinckerhoff, Inc.

Date: _____

Date: _____

Attachments: A. Scope of Work
B. Negotiated Cost Proposal and Schedule of Values

ATTACHMENT A - SCOPE OF WORK

1. PROJECT BACKGROUND AND GOAL

The State Water Resources Control Board (SWRCB) promulgated new requirements for stormwater discharges for small Municipal Separate Storm Sewer System (MS4) on July 1, 2013 by Order No. 2013-0001-DWQ 2013, hereinafter referred to as the "General Order" (Attachment A). The San Diego Metropolitan Transit System (MTS) was not originally designated as a new Non-Traditional Small MS4 Permittee that was required to enroll under the General Order. However, the San Diego Regional Water Quality Control Board (Regional Board) has informed MTS that the Regional Board intends to exercise its authority to require MTS to enroll under the General Order as a new Non-Traditional Small MS4 Permittee by the end of 2016. Therefore, MTS must develop a plan to complete the tasks set forth in the provisions of the General Order in the appropriate time frame. Firm shall assist MTS in developing a plan to comply with the Phase II (MS4) General Order and assist MTS in the enrollment process.

2. SCOPE OF WORK

Firm shall prepare the required documents and develop comprehensive compliance programs as required for the MS4 permit as outlined in the General Order. MTS and the Regional Board will consult on how the timing of the activities required in the General Order will apply to MTS's mid-Permit enrollment under the General Order. Firm shall become familiar with the General Order (Attachment A) and the Guidance Document (Attachment B) to assist in the preparation of a project proposal to MTS.

Please note that the Guidance Document is not meant to be a rigid schedule for implementation but a framework listing the minimum timeframe for which certain tasks and programs must be developed and implemented.

It is expected that as the overall program progresses, MTS will choose to implement certain strategies, programs, and tasks to suit its operational needs and objectives that may not correspond exactly to the guidance document.

The project schedule will be driven by the requirements of the Phase II MS4 General Order and through negotiations with the Regional Board. A general summary of anticipated tasks is provided below. However, the Firm shall determine its applicability and may propose expanding the tasks in order to meet the MS4 permit requirements, the Guidance Document's schedule and anticipated Regional Board requirements.

3. TASKS

Upon issuance of specific single or multiple Work Order's, Firm shall provide the following services:

- 3.1. Stormwater Management Plan (SWMP) Existing Condition Review: Firm shall conduct a comprehensive SWMP Existing Condition Review to determine areas of existing water quality compliance approaches and areas for improvement for all MTS operational areas as designated by MTS including but not limited to bus and trolley stations/stops, facilities, owned or leased properties, MTS and San Diego and Arizona Eastern Railroad Company (SD&AE) right-of-ways, current and future construction sites, and other areas identified by the MS4 permit requirements.

Following the conclusion of the Existing Condition Review, Firm shall provide documentation which specifically identifies all existing conditions and recommendations for improvement to ensure MTS's compliance with the MS4 permit requirements. MTS reserves the right to select which, if any, of the recommendations to implement to ensure its compliance with MS4 permit.

Following MTS's written direction to the Firm for implementation of recommendations, Firm shall develop a comprehensive plan, including a time frame, outlining in detail the required actions and steps needed to implement MTS's approved recommendations.

After receiving written confirmation from MTS, Firm shall assist MTS in enrolling under the General Order and, as directed by MTS, implementation of the actions and steps approved by MTS for MS4 permit compliance.

- 3.2. Program Administration and Quality Assurance: When and as directed by MTS, organize facilitate and attend monthly meetings (both conference call and in-person) and provide regular detailed monthly progress reports regarding program phasing, status and implementation. Oversee the project schedule, budget, deliverables, and cost in accordance with the term of this contract. Provide Quality Assurance and Quality Control reviews of all Deliverables.
- 3.3. Stormwater Management Plan (SWMP) updates: Future updates to the SWMP document shall fully comply with the implementation schedules in the General Order and as required by the Regional Board and are to be incorporated in the SWMP at a time not later than their appropriate fiscal year deadline. The direction of the proposed SWMP shall be closely coordinated and reviewed with designated MTS staff.
- 3.4. Stakeholder Interviews: When and as directed by MTS, Firm shall conduct no more than four (4) one hour stakeholder interviews to obtain additional information regarding areas of required compliance and MTS specific storm water conditions.
- 3.5. Reporting: When and as required, Firm shall be responsible for providing additional reports, in support of MTS' MS4 Phase II efforts, not to exceed 16 hours.
- 3.6. Education and Outreach Program (Provision F.5.b):
 - 3.6..1. Develop and implement a comprehensive stormwater public education and outreach program based upon the compliance option selected by MTS. The program shall include strategies that establish education based tasks. (F.5.b.2)
 - 3.6..2. Develop and implement a training program for applicable MTS staff and site operators (maintainers and contractors) that may come in contact or observe an illicit discharge or illegal connection. Training program shall include: reporting procedures, training of new staff, yearly assessments, and follow up training. (F.5.b.3)
 - 3.6..3. Develop and implement a biennial training program for applicable MTS staff and site operators (maintainers and contractors) on pollution prevention/good housekeeping techniques. Training program shall include the development of clear guidance on appropriate stormwater Best Management Practices (BMPs) at MTS facilities and during typical operation and maintenance activities. Program shall include ways to assess staff knowledge and provide oversight of BMPs by contractors. (F.5.b.4)

- 3.7. Public Involvement and Participation Program (Provision F.5.c): Involve MTS staff and site operators in the development and implementation of the program.
- 3.8. Illicit Discharge Detection and Elimination (Provision F.5.d):
 - 3.8..1. Develop an easily updatable Outfall Map by coordinating with adjacent Phase I MS4 Permittees, visual inventories, and site visits. (F.5.d.1)
 - 3.8..2. Develop a program to perform field sampling to detect illicit discharges, and, as directed, perform the field sampling. (F.5.d.2)
 - 3.8..3. Develop written procedures for conducting investigations of all non-stormwater discharges suspected to be illicit. Procedures shall include approaches to eliminate illicit discharges and suggested corrective actions (e.g., BMPs). As directed, determine, document, and report the source of all non-stormwater discharges discovered through investigations. (F.5.d.3)
- 3.9. Construction Site Runoff Control Program (Provision F.5.e): Assess changes needed in MTS's existing Construction Site Runoff Control Program. This includes following up and refining the program to track, file, inspect, make recommendations for enforcement, and compile the SWPPP construction documents from ongoing construction projects. Provide SWPPP review and site inspection services as requested.
- 3.10. Pollution Prevention/Good Housekeeping (Provision F.5.f):
 - 3.10..1. Create an inventory of MTS and SD&AE owned or operated facilities that are a threat to water quality. (F.5.f.1)
 - 3.10..2. Create a map of facilities that identifies the stormwater drainage system and the receiving waters that receive the discharge. (F.5.f.2)
 - 3.10..3. Develop and, as directed, implement a program to inspect and assess pollutant discharge potential and identify pollutant hotspots for non-Industrial General Permit (non-IGP) facilities. Document and report assessment procedures and results. (F.5.f.3)
 - 3.10..4. Develop and, as directed, implement a program to prepare Stormwater Pollution Prevention Plans (SWPPPs) for pollutant hot spots for non-IGP facilities that identifies a set of stormwater Best Management Practices (BMPs) to be installed, implemented, and maintained. (F.5.f.4)
 - 3.10..5. Develop and, as directed, implement a program to conduct regular inspections of non-IGP facilities in regard to pollutant discharges, BMPs, and storm drain outfalls at prescribed frequencies. Program shall include creating templates, developing, recording, and documenting procedures of inspections and remedial actions. (F.5.f.5)
 - 3.10..6. Develop and, as directed, implement a program to assess and prioritize non-IGP facility storm drain systems including catch basins, pipe and pump infrastructure, above ground conveyances, and receiving waterbodies. (F.5.f.6)
 - 3.10..7. Develop and, as directed, implement a program to clean and maintain non-IGP facility storm drain systems including catch basins, pipe and pump infrastructure, and ground conveyances. Develop a procedure to dewater and dispose of materials extracted from catch basins. (F.5.f.7)
 - 3.10..8. Develop and, as directed, implement a program to assess Operations and Maintenance (O&M) activities for pollution discharge potential for non-IGP facilities. This program shall be aimed at implementing a set of BMPs that will reduce the discharge of pollutants as a result of O&M activities. (F.5.f.8)
 - 3.10..9. Develop and, as directed, implement a program which focuses on pollution prevention, source control BMPs, and landscaping design and maintenance to reduce the amount of

- pesticides, herbicides, and fertilizers used during operation and activities for non-IGP facilities. Program shall include evaluation of currently used pesticides, herbicides and fertilizers, and shall educate applicators of stormwater issues. (F.5.f.9).
- 3.10..10. Assess MTS's IGP facilities in regard to the applicability to the MS4 requirements and provide recommendations and oversight to ensure conformance to the MS4 provisions.
- 3.11. Post Construction Stormwater Management Program (Provision F.5.g):
- 3.11..1. Develop a MTS specific guidance document that thoroughly outlines stormwater quality requirements for development projects within MTS's jurisdiction. The guidance document should include documentation and reporting requirements to show justification and/or calculations that meet the conditions of the General Order and MTS's specific needs. (F.5.g.1 & F.5.g.2)
- 3.11..2. Determine if an Alternative Post-Construction Stormwater Management Program is advantageous. Develop alternative post construction measures, if necessary. (F.5.g.3)
- 3.11..3. Implement an Operation and Maintenance (O&M) verification program for post construction Stormwater Management Measures. (F.5.g.4)
- 3.12. Program Effectiveness Assessment and Improvement (Provision F.5.h):
- 3.12..1. Develop and, as directed, implement a Program Effectiveness Assessment and Improvement Plan that tracks short and long-term progress of the program. The plan shall identify the strategy to gauge the effectiveness of BMPs and program implementation as a whole. (F.5.h.1)
- 3.12..2. Identify program modifications based on the effectiveness assessment to improve BMPs and shift priorities to make more effective use of resources. (F.5.h.2)
- 3.13. Total Maximum Daily Loads (TMDL) Compliance Requirements (Provision F.5.i): Complete a TMDL Implementation Report that includes: BMP assessment in attaining the waste-load allocations, monitoring data, and effectiveness assessment.
- 3.14. Annual Reporting and Program Management (Provision F.5.j): Prepare annual reporting requirements and formats to be submitted for each task in the time period specified and required by the Regional Board. Provide as needed assistance to evaluate and verify SWPPPs and update in California's Stormwater Multi-Application, Reporting, and Tracking System (SMARTS) system.

4. MTS, FIRM & THIRD PARTY COLLABORATION:

Firm shall be required to work in collaboration with MTS and any other third party, with which MTS has a contract, related to SWMP, SWPPP, and/or MS4 Phase I & Phase II permitting.

5. BUDGET AND SCHEDULE

Firm will be responsible to develop a proposal for the scope and fee's for developing the program and for implementing requirements during the upcoming year's MS4 permit compliance efforts after an initial scoping meeting. The purpose of the initial scoping meeting is to discuss MTS resources and information to be provided to the Firm to complete each task, and to discuss the Firm's approach for each specific task. Several tasks require the Firm to become familiar with MTS's current operations and maintenance program, system, and overall culture. This familiarity will allow the Firm to tailor the scope and fee to most efficiently develop and implement the programs required by each task. This effort will be initiated during the initial scoping meeting.

Scope and fees will be established on a yearly basis based on fully burdened hours rates and level of effort for each task for the tasks associated within the timeframe specified within the Guidance Document (Attachment B). Level of effort shall be negotiated between MTS and Firm for each task.

6. DELIVERABLES

Firm will be required to submit written procedures, reports, report updates, memorandums, implementation plans, monitoring plans, evaluation reports, and any other documents required by the Scope of Work or as necessary to obtain the Phase 2 – MS4 Permit. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Firm to any third party.

Firm shall provide with each work Order proposal a work plan showing the deliverables schedule as well as other relevant date needed for Firm's work control.

Firm's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Firm shall maintain backup copies of all data conveyed to MTS.

Firm shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

7. MTS ACCEPTANCE OF SERVICES:

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors negligence and thus not 100% complete by MTS' Project Manager, Firm shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice.

Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE.

Firm shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

8. DEFICIENT WORK PRODUCT:

Throughout the design or implementation phases associated with the Phase II permit development and approval services, if any work product provided by Firm is found to be deficient and the deficiently delays any portion the permits approval, Firm shall bear the full burden of their deficient

work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Paying applicable delay fees,
- Revising provided documents,

At no time will MTS be required to correct any portion of the Firms deficient work product and shall bear no costs or burden associated with Firms deficient performance and/or work product.

9. ATTACHMENTS

- Attachment A - General Order 2013-0001-DWQ 2013 (2013 Phase II permit)
- Attachment B - General Order MS4 Phase II Guidance Document.

Attachment D – March 25, 2016 Letter from Regional Board re Enrollment

COST ESTIMATE SUMMARY - MTS MS₄ PERMIT

OVERVIEW

WSP | Parsons Brinckerhoff has developed a cost estimate for this assignment using our best knowledge of the overall permitting process and our existing but incomplete knowledge of MTS facilities. We have provided an estimate for each yearly permit milestone which is based on the scope of work and schedule provided in the proposal. The exact extent of effort required for the full 5-year implementation effort cannot be fully known until the completion of the plan in Phase 1 (including Enrollment Phase and Permit Year 1). Estimated fees for permit years 2 through 5 may need to be amended based on the outcome of Phase 1. From our experience though, we would not anticipate a change of any significant magnitude.

Assumptions:

- Assume up to 4 stakeholder interviews (per RFP),
- Assume Additional Program Management Reporting not to exceed 16 hours (per RFP),
- Assume Public Involvement and Participation Program limited to labeling all storm drain inlets and inclusion of a website program integrating storm water awareness messages and information on a publically accessible website,
- Assume field sampling and reporting for illicit discharges limited to 3 occurrences,
- Assume hot spots limited to 3 locations,
- Assume contract terms beyond year 3 will remain in full force and effect to finalize the 5 year permit program (including escalation rates of 3% per SANDAG's Master A&E Agreement).

Cost Estimate:

The full SANDAG/MTS cost estimate is included in Exhibit B which itemizes work efforts up to the end of each fiscal year (2016 to 2021) for WSP | Parsons Brinckerhoff and Michael Baker International. The full work effort for the Enrollment Phase and Permit Year 1 is a compilation of costs for Fiscal Year 2016 and 2017. An overview of costs is presented below.

Enrollment Phase and Permit Year 1: (Total Estimated Cost = \$560,000)

- Data Acquisition and Review
- Jurisdictional Mapping
- Implementation Plan
- Application Assistance
- Stormwater Management Plan
- Stakeholder Interviews
- Program Management Reporting
- Construction Site Runoff Control Program
- Guidance Document for Post Construction BMPs
- Program Effectiveness Assessment and Improvement Plan
- TMDL Compliance Requirements
- Annual Report

Permit Year 2 (Total Estimated Cost = \$441,200)

- Public Education and Outreach
- Illicit Discharge Detection/Elimination
- Drainage System Inventory
- Drainage System Mapping
- Non-IGP Drainage System Assessment Program
- Non-IGP Facility Landscape Assessment Program

- IGP Facility Assessment
- Alternative Post Construction Stormwater Management Program
- Post Construction Operation and Maintenance (O&M Verification Program)
- Annual Report

Permit Year 3 (Total Estimated Cost = \$163,500)

- Training Program
- Biennial Training Program
- Public Involvement and Participation Program
- Non IGP Facility Pollutant Assessment/ Hotspot Identification
- Non-IGP Drainage System Maintenance Program
- Non-IGP Facility O&M Activity Assessment
- Annual Report

Year 4 (Total Estimated Cost = \$84,100)

- Non-IGP Facility Pollutant Hotspot SWPPP Program
- Annual Report

Year 5 (Total Estimated Cost = \$69,300)

- Non IGP Facility Inspection Program
- Program Modifications
- Annual Report

Total MS4 5 Year Program Estimated Cost = \$1,318,100

**Attachment B - Consultant Cost Proposal
Task Order Estimate - Summary**

Att. A, AI 6, 6/9/16

ATTACHMENT
B - Task Order
Cost Estimate
Summary

Task Order Title:

MTS MS4 Permit

Prime Consultant:

Parsons Brinckerhoff, Inc.

	Goal	Actual Commitment
BENCH	0%	0.00%
SB	0%	0.00%
FTA DBE - RN	0%	0.00%
FTA- UDDE - RC	0%	0.00%
FHWA - DBE - RC	0%	0.00%
DBE- RN	0%	0.00%

Contract No.:

Task Order No.:

Amendment No. :

Project No.:

0

Table 1 - Tasks Summary

Task Item No	WBS Cost - Code	Tasks Description	Labor Hrs	ODC ¹	Total Costs
1	wbs1	Project Management	880	\$252.00	\$209,191
2	wbs 2	Enrollment/Implementation	546	\$245.00	\$100,993
3	wbs 3	Stormwater Management Plan (SWMP)	560	\$412.00	\$91,230
4	wbs 4	Stakeholder Interviews	76	\$346.00	\$17,852
5	wbs 5	Program Management Reporting	108	\$94.00	\$23,106
6	wbs 6	Education and Outreach	274	\$148.00	\$53,672
7	wbs 7	Public Involvement and Participation Program	180	\$0.00	\$36,332
8	wbs 8	Illicit Discharge Detection and Elimination	354	\$0.00	\$58,707
9	wbs 9	Construction Site Runoff Control Program	340	\$0.00	\$59,208
10	wbs10	Pollution Prevention/Good Housekeeping	1,293	\$0.00	\$209,049
11	wbs 11	Post Construction Stormwater Management Program	640	\$0.00	\$121,838
12	wbs12	Program Effectiveness Assessment and Improvements	522	\$0.00	\$109,991
13	wbs 13	Total Maximum Daily Loads Compliance Requirements	524	\$0.00	\$88,276
14	wbs14	Annual Reporting and Program Management	812	\$0.00	\$138,673
Totals =			7,109	\$1,497.00	\$1,318,118

Table 2 - Consultant/Subconsultant Summary (Costs & Hours)

Select with "x" if applicable					Consultant	Labor Hrs	ODC ¹	Total Costs	% of Task Order
BENCH	DBE	UDBE	SB	OTHER					
					Prime	###	\$1,043.00	\$1,010,751	76.7%
					Michael Baker	###	\$454.00	\$307,367	23.3%
Totals =						###	\$1,497.00	\$1,318,118	100%

¹All ODCs should be per Caltrans Travel and Expense Guide.

Contract No.: 0
Task Order No.: 0
Amendment No.: 0

Consultant/Subconsultant: Prime

Total Hours = 308
Total Costs = \$54,154.96

2016 Task Order Title: MTS MS4 Permit

Item			0500-0255		Final PS&E		ODCs										Total Hours		Sub-Total WSP/PS													
							Rex Plummer		Chin Lam		Rick Butcher		Kevin Fellers		Matt Moore		Jerrod Miller		Nim Anshut		Ashley Drouche		Miguel Galian		Mark Porter		CADO Manager 1		Admin 3		Allen Sivert	
							Project Controls Lead		Lead Engineer		Lead Engineer		Supervising Engineer		Senior Principal Technical Specialist		Senior Engineer		Senior Technical Specialist		Engineer 2		Lead Engineer		Senior Planner (GIS)		CADD Manager 1		Admin 3			
							\$299.38		\$288.88		\$271.00		\$187.84		\$198.38		\$142.41		\$128.86		\$88.34		\$296.87		\$111.75		\$129.86		\$192.68			
1			Wbs 1		Project Management																										\$14,620.48	
1.1			Subtask 1.1		Construction & Meetings		2		2		10		4		4		4		4		4										34	
1.2			Subtask 1.2		Budget and Schedule Monitoring		2		2		4		24		4		4		4		4										6	
1.3			Subtask 1.3		Quality Assurance and Quality Control Plan (QA/QC)		2		2		2		24		4		4		4		4										34	
1.4			Subtask 1.4		ODCs not specific to a Subtask (General)		2		2		16		28		4		4		4		4										34	
1.5			Subtask 1.5		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
1.6			Subtask 1.6		Subtask (Costs) =		\$0.00		\$1,074.36		\$4,400.00		\$5,327.12		\$791.58		\$569.64		\$0.00		\$662.42		\$0.00		\$0.00		\$1,039.89		\$0.00		79	
2			Wbs 2		Enrollment/Implementation																										\$36,493.66	
2.1			Subtask 2.1		State Acquisition and Review Memorandum		2		2		16		6		30		6		6		6										128	
2.2			Subtask 2.2		Joint Venture Memorandum		2		2		2		4		4		4		4		4										34	
2.3			Subtask 2.3		Implementation Plan		2		2		2		4		4		4		4		4										6	
2.4			Subtask 2.4		Application Assistance		2		2		2		4		4		4		4		4										6	
2.5			Subtask 2.5		ODCs not specific to a Subtask (General)		2		2		14		24		4		4		4		4										34	
2.6			Subtask 2.6		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
2.7			Subtask 2.7		Subtask (Costs) =		\$0.00		\$0.00		\$4,950.00		\$1,496.32		\$6,646.26		\$2,276.56		\$0.00		\$0.00										128	
3			Wbs 3		Stormwater Management Plan (SWMP)																										\$0.00	
3.1			Subtask 3.1		Prepare Draft Plan		2		2		2		4		4		4		4		4										34	
3.2			Subtask 3.2		Review and Revise with MTS and Respond to Comments		2		2		2		4		4		4		4		4										34	
3.3			Subtask 3.3		Prepare Final Plan		2		2		2		4		4		4		4		4										34	
3.4			Subtask 3.4		ODCs not specific to a Subtask (General)		2		2		2		4		4		4		4		4										34	
3.5			Subtask 3.5		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
3.6			Subtask 3.6		Subtask (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00										\$0.00	
4			Wbs 4		Stakeholder Interviews																										\$0.00	
4.1			Subtask 4.1		Stakeholder Interviews		2		2		2		4		4		4		4		4										34	
4.2			Subtask 4.2		ODCs not specific to a Subtask (General)		2		2		2		4		4		4		4		4										34	
4.3			Subtask 4.3		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
4.4			Subtask 4.4		Subtask (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00										\$0.00	
5			Wbs 5		Program Management Reporting																										\$0.00	
5.1			Subtask 5.1		Program Management Reporting		2		2		2		4		4		4		4		4										34	
5.2			Subtask 5.2		ODCs not specific to a Subtask (General)		2		2		2		4		4		4		4		4										34	
5.3			Subtask 5.3		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
5.4			Subtask 5.4		Subtask (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00										\$0.00	
6			Wbs 6		Education and Outreach																										\$0.00	
6.1			Subtask 6.1		Public Education and Outreach		2		2		2		4		4		4		4		4										34	
6.2			Subtask 6.2		Public Education and Outreach		2		2		2		4		4		4		4		4										34	
6.3			Subtask 6.3		Public Education and Outreach		2		2		2		4		4		4		4		4										34	
6.4			Subtask 6.4		ODCs not specific to a Subtask (General)		2		2		2		4		4		4		4		4										34	
6.5			Subtask 6.5		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
6.6			Subtask 6.6		Subtask (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00										\$0.00	
7			Wbs 7		Public Involvement and Participation																										\$0.00	
7.1			Subtask 7.1		Public Involvement and Participation		2		2		2		4		4		4		4		4										34	
7.2			Subtask 7.2		ODCs not specific to a Subtask (General)		2		2		2		4		4		4		4		4										34	
7.3			Subtask 7.3		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
7.4			Subtask 7.4		Subtask (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00										\$0.00	
8			Wbs 8		Illicit Discharge Detection and Elimination																										\$0.00	
8.1			Subtask 8.1		Illicit Discharge Detection and Elimination		2		2		2		4		4		4		4		4										34	
8.2			Subtask 8.2		Illicit Discharge Detection and Elimination		2		2		2		4		4		4		4		4										34	
8.3			Subtask 8.3		Investigate Non-Stormwater Discharges		2		2		2		4		4		4		4		4										34	
8.4			Subtask 8.4		ODCs not specific to a Subtask (General)		2		2		2		4		4		4		4		4										34	
8.5			Subtask 8.5		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
8.6			Subtask 8.6		Subtask (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00										\$0.00	
9			Wbs 9		Construction Site Runoff Control Program																										\$0.00	
9.1			Subtask 9.1		Construction Site Runoff Control Program		2		2		2		4		4		4		4		4										34	
9.2			Subtask 9.2		ODCs not specific to a Subtask (General)		2		2		2		4		4		4		4		4										34	
9.3			Subtask 9.3		Subtask (Hours) =		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A										N/A	
9.4			Subtask 9.4		Subtask (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00										\$0.00	

Contract No.:	0
Task Order No.:	0
Amendment No.:	0

Consultant/Subconsultant:	Prime
2017 Task Order Title:	MTS MS4 Permit

Total Hours =	1,826
Total Costs =	\$329,670.99

[illegible]

Total Hours = 1,960		Consultant/Subconsultant: Parsons Brinckerhoff, Inc.		Contract No.: 0
Total Costs = \$354,836.38		Task Order Title: MTS MS4 Permit		Task Order No.: 0
		2018		Amendment No.: 0

Item			0600-0255		Final PS&E		ODCs										Total Hours					Sub-Total WSP/PB								
							Rex Plummer		Chen Lim		Rick Butcher		Kevin Fellows		Mati Moore		Jerrod Miller		Kris Jankot		Anthony Orsillo		Miguel Osbun		Matt Porter		Alia Rodriguez		Admin 3	
							Project Controls Lead		Lead Engineer		Lead Engineer		Supervising Engineer		Senior Principal Technical Specialist		Senior Engineer		Senior Technical Specialist		Engineer 2		Lead Engineer		Senior Planner (GIS)		CADD Manager 1		Admin 3	
			6316.10		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06		8264.06	
1			wbs 1		Project Management																									
1.1			Construction & Meetings				24		8		40		16		32		8												16	
1.2			Budget and Schedule Monitoring								12										12								24	
1.3			Quality Assurance and Quality Control Plan (QA/QC)																										0	
1.4			ODCs not specific to a Subtask (General)																										0	
1.5			Subtasks (Hours) =		N/A		24		8		60		16		32		8				0		0		0		0		0	
1.6			Subtasks (Costs) =		\$0.00		\$7,402.43		\$2,270.58		\$17,504.85		\$3,174.89		\$8,633.20		\$1,208.66		\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
2			wbs 2		Enrollment/Implementation																								0	
2.1			Construction and Renewal Memorandum																										0	
2.2			Construction and Renewal Memorandum																										0	
2.3			Implementation Plan																										0	
2.4			Application Assistance																										0	
2.5			ODCs not specific to a Subtask (General)																										0	
2.6			Subtasks (Hours) =		N/A		0		0		0		0		0		0		0		0		0		0		0		0	
2.7			Subtasks (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
3			wbs 3		Stormwater Management Plan (SWMP)																								0	
3.1			Program Final Plan																										0	
3.2			Program Final Plan																										0	
3.3			Program Final Plan																										0	
3.4			ODCs not specific to a Subtask (General)																										0	
3.5			Subtasks (Hours) =		N/A		0		0		0		0		0		0		0		0		0		0		0		0	
3.6			Subtasks (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
4			wbs 4		Stakeholder Interviews																								0	
4.1			Stakeholder Interviews																										0	
4.2			ODCs not specific to a Subtask (General)																										0	
4.3			Subtasks (Hours) =		N/A		0		0		0		0		0		0		0		0		0		0		0		0	
4.4			Subtasks (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
5			wbs 5		Program Management Reporting																								0	
5.1			Program Management Reporting				4		8		40		16		32		16		32		32		32		32		32		100	
5.2			ODCs not specific to a Subtask (General)																										0	
5.3			Subtasks (Hours) =		N/A		4		8		40		16		32		16		32		32		32		32		32		100	
5.4			Subtasks (Costs) =		\$0.00		\$1,240.40		\$2,270.58		\$11,689.80		\$2,417.32		\$6,043.31		\$2,417.32		\$6,043.31		\$4,374.30		\$4,374.30		\$4,374.30		\$4,374.30		\$4,374.30	
6			wbs 6		Education and Outreach																								0	
6.1			Education and Outreach																										0	
6.2			Training Program																										0	
6.3			Training Program																										0	
6.4			ODCs not specific to a Subtask (General)																										0	
6.5			Subtasks (Hours) =		N/A		0		0		0		0		0		0		0		0		0		0		0		0	
6.6			Subtasks (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
7			wbs 7		Public Involvement and Participation																								0	
7.1			Public Involvement and Participation				8		4		16		8		40		16		40		16		16		16		16		140	
7.2			ODCs not specific to a Subtask (General)																										0	
7.3			Subtasks (Hours) =		N/A		8		4		16		8		40		16		40		16		16		16		16		140	
7.4			Subtasks (Costs) =		\$0.00		\$2,480.81		\$1,130.79		\$4,867.98		\$1,587.45		\$8,281.57		\$6,043.31		\$6,043.31		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
8			wbs 8		Illicit Discharge Detection and Elimination																								0	
8.1			Illicit Discharge Detection and Elimination																										0	
8.2			Field Sampling																										0	
8.3			Investigate Non-stormwater Discharges																										0	
8.4			ODCs not specific to a Subtask (General)																										0	
8.5			Subtasks (Hours) =		N/A		0		0		12		12		40		16		40		16		16		16		16		354	
8.6			Subtasks (Costs) =		\$0.00		\$0.00		\$0.00		\$3,500.97		\$2,381.17		\$12,437.36		\$15,100.28		\$4,000.00		\$8,766.00		\$3,526.67		\$10,835.76		\$10,835.76			
9			wbs 9		Construction Site Runoff Control Program																								0	
9.1			Construction Site Runoff Control Program																										0	
9.2			ODCs not specific to a Subtask (General)																										0	
9.3			Subtasks (Hours) =		N/A		0		0		0		0		0		0		0		0		0		0		0		0	
9.4			Subtasks (Costs) =		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

[illegible]

Contract No.:	0
Task Order No.:	0
Amendment No.:	0

2020 Task Order Title: **MTS NS4 Permit**

Consultant/Subconsultant: **Parsons Brinckerhoff, Inc.**

Total Hours =	368
Total Costs =	\$75,132.28

Item			0000-0255		Final PS&E		ODCs		Proj Planner		Chris Liem		Lead Engineer		Lead Engineer		Kevin Fellows		Mark Moore		Senior Engineer		Senior Engineer		Technical Specialist		Michael O'Brien		Lead Engineer		Senior Planner (GIS)		Adam Rodriguez		Brandi Brandt		Total Hours		Sub-Total WSP&P	
1			1		Project Management				5								12		24		0		0		0		0		0		0		0		16		\$26,576.22			
1.1			1.1		Construction & Mapping																																			
1.2			1.2		Design and Schedule Monitoring																																			
1.3			1.3		Quality Assurance and Quality Control Plan (QA/QC)																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
2			2		Data Acquisition and Review Management																																			
2.1			2.1		Jurisdictional Map																																			
2.2			2.2		Implementation Plan																																			
2.3			2.3		Application Assistance																																			
2.4			2.4		ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
3			3		Stormwater Management Plan (SWMP)																																			
3.1			3.1		Project Draft Plan																																			
3.2			3.2		Project Review and M&I and Response to Comments																																			
3.3			3.3		Project Final Plan																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
4			4		Stakeholder Interviews																																			
4.1			4.1		Stakeholder Interviews																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
5			5		Program Management Reporting																																			
5.1			5.1		Program Management Reporting																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
6			6		Education and Outreach																																			
6.1			6.1		Public Education and Outreach																																			
6.2			6.2		Training Program																																			
6.3			6.3		Service Training Program																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
7			7		Public Involvement and Participation																																			
7.1			7.1		Public Involvement and Participation																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
8			8		Illicit Discharge Detection and Elimination																																			
8.1			8.1		Ordnal Map																																			
8.2			8.2		Field Sampling																																			
8.3			8.3		Investigate Non-Stormwater Discharges																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	
9			9		Construction Site Runoff Control Program																																			
9.1			9.1		Construction Site Runoff Control Program																																			
					ODCs not specific to a Subtask (General)																																			
					Subtasks (Hours) =		N/A																																	
					Subtasks (Costs) =		\$0.00																																	

[illegible]

Contract No.: 0
Task Order No.: 0
Amendment No.: 0

Consultant/Subconsultant: Parsons Brinckerhoff, Inc.

Task Order Title: MTS NSA Permit

Total Hours = 250
Total Costs = \$52,564.45

2021 Task Order Title: MTS NSA Permit

Item	0890-0255	Final PS&E	Rate Planner	Chris Lam	Lead Engineer	Lead Engineer	Lead Engineer	Supervising Engineer	Senior Principal Technical Specialist	Senior Engineer	Senior Technical Specialist	Ashley Orsini-Francis	Miguel Galvan	Mark Porter	Alto Rodriguez	Bravell Siment	Total Hours	Sub-Total WSP/PS
1	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
1.1	Consideration & Meetings																	
1.2	Design and Schedule Monitoring																	
1.3	Quality Assurance and Quality Control Plan (QA/QC)																	
1.4	QA/QC not specific to a Subtask (General)																	
2	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
2.1	Design and Schedule Monitoring																	
2.2	Quality Assurance and Quality Control Plan (QA/QC)																	
2.3	QA/QC not specific to a Subtask (General)																	
2.4	Application Assistance																	
3	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
3.1	Program Unit Plan																	
3.2	Review Meeting with MTS and Respond to Comments																	
3.3	Program Unit Plan																	
4	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
4.1	Stormwater Management Plan (SWMP)																	
5	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
5.1	Program Management Reporting																	
6	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
6.1	Public Extension and Outreach																	
6.2	Training Program																	
6.3	General Training Program																	
7	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
7.1	Public Involvement and Participation																	
8	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
8.1	Public Discharge Detection and Elimination																	
8.2	Field Sampling																	
8.3	Investigate Non-determiner Discharges																	
9	0890-0255	Final PS&E	\$238.26	\$313.37	\$316.88	\$214.25	\$238.11	\$185.09	\$187.72	\$119.41	\$239.47	\$193.37	\$119.59					
9.1	Construction Site Runoff Control Program																	

wbs 10		Pollution Prevention/Good Housekeeping										\$4,339.72	
10.1	Facility Inventory											0	\$0.00
10.2	Leakage System Mapping											0	\$0.00
10.3	Non-EGP Facility Fuel/Asset Assessments and Redepot Identification											0	\$0.00
10.4	Non-EGP Facility Fuel/Asset Redepot ID/IRF Program											0	\$0.00
10.5	Non-EGP Facility Inspection Program											0	\$0.00
10.6	Non-EGP Facility Storm Drain System Assessment Program											0	\$0.00
10.7	Non-EGP Facility Storm Drain System Assessment Program											0	\$0.00
10.8	Non-EGP Facility O&M Activity Assessment Program											0	\$0.00
10.9	Non-EGP Facility Landscaping Assessment Program											0	\$0.00
10.10	EGP Facility Assessment											0	\$0.00
COCs not specific to a Subtask (General)												0	\$0.00
Subtotals (Hours) =												0	\$0.00
Subtotals (Costs) =												0	\$0.00
wbs 11		Post Construction Stormwater Management Program										\$0.00	
11.1	Leakage System Mapping											0	\$0.00
11.2	Leakage System Mapping											0	\$0.00
11.3	Operation and Maintenance (O&M) Verification Program											0	\$0.00
COCs not specific to a Subtask (General)												0	\$0.00
Subtotals (Hours) =												0	\$0.00
Subtotals (Costs) =												0	\$0.00
wbs 12		Program Effectiveness Assessment and Improvements										\$10,241.35	
12.1	Program Effectiveness Assessment and Improvement Plan											0	\$0.00
12.2	Program Effectiveness Assessment and Improvement Plan											0	\$0.00
COCs not specific to a Subtask (General)												0	\$0.00
Subtotals (Hours) =												0	\$0.00
Subtotals (Costs) =												0	\$0.00
wbs 13		Total Maximum Daily Load Compliance Requirements										\$0.00	
13.1	Total Maximum Daily Load Compliance Requirements											0	\$0.00
COCs not specific to a Subtask (General)												0	\$0.00
Subtotals (Hours) =												0	\$0.00
Subtotals (Costs) =												0	\$0.00
wbs 14		Annual Reporting and Program Management										\$19,811.81	
14.1	Annual Reporting and Program Management											0	\$0.00
COCs not specific to a Subtask (General)												0	\$0.00
Subtotals (Hours) =												0	\$0.00
Subtotals (Costs) =												0	\$0.00
Totals (Summary) =												0	\$0.00
Total (Hours) =												0	\$0.00
Total (Costs) =												0	\$0.00

Total Hours = 88		Consultant/Subconsultant: Michael Baker		Contract No.: 0	
Total Costs = \$17,855.12		Task Order Title: MTS MS4 Permit		Task Order No.: 0	
		2016		Amendment No.: 0	

Item	label	TASKS/WBS Description		ODCs			Total Hours			Totals
				Scott Cartwright	Rich Lucera	Scott Taylor	Laura Larsen	Senior Engineer	Technical Advisor	

wbs1		Project Management										\$9,571.04	
1.1	Coordination & Meetings											32	\$5,855.36
1.2	Budget and Schedule Monitoring											0	\$0.00
1.3	Quality Assurance and Quality Control Plan (QA/QC)											8	\$2,715.68
												0	\$0.00
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Total Hours =	884	Consultant/Subconsultant:	Michael Baker	Contract No.:	0
Total Costs =	\$157,818.52	2017 ask Order Title:	MTS MS4 Permit	Task Order No.:	0
				Amendment No.:	0

Item	label	TASKS/WBS Description	ODCs	Scott Cartwright Senior Engineer	Rich Lucena Senior Engineer	Scott Taylor Technical Advisor	Laura Larsen Senior Engineer	Total Hours	Totals
1	wbs1	Project Management							
1.1		Coordination & Meetings		4	4	16	4	28	\$7,726.32
1.2		Budget and Schedule Monitoring						0	\$0.00
1.3		Quality Assurance and Quality Control Plan (QA/QC)						0	\$0.00
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	4	4	16	4	28	\$7,726.32
		Subtotals (Costs) =	\$0.00	\$532.28	\$874.12	\$5,594.40	\$725.52	28	\$7,726.32
2	wbs 2	Enrollment/Implementation							\$14,891.32
2.1		Data Acquisition and Review Memorandum						0	\$0.00
2.2		Jurisdictional Map						0	\$0.00
2.3		Implementation Plan		40	24	4		68	\$11,966.12
2.4		Application Assistance				8		8	\$2,787.20
		ODCs not specific to a Subtask (General)	\$128.00					0	\$0.00
		Subtotals (Hours) =	N/A	40	24	12	0	76	\$128.00
		Subtotals (Costs) =	\$128.00	\$5,322.80	\$5,244.72	\$4,195.80	\$0.00	76	\$14,891.32
3	wbs 3	Stormwater Management Plan							\$38,056.56
3.1		Prepare Draft Plan		80	40	16	16	152	\$27,883.28
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00
3.3		Prepare Final Plan		40	12	4	4	60	\$10,069.28
		ODCs not specific to a Subtask (General)	\$104.00					0	\$0.00
		Subtotals (Hours) =	N/A	120	52	20	20	212	\$104.00
		Subtotals (Costs) =	\$104.00	\$15,968.40	\$11,363.56	\$6,993.00	\$3,627.60	212	\$38,056.56
4	wbs 4	Stakeholder Interviews							\$148.00
4.1		Subtask 1 (hide this row if not used)		0				0	\$0.00
		ODCs not specific to a Subtask (General)	\$148.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$148.00
		Subtotals (Costs) =	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00
5	wbs 5	Program Management Reporting							\$0.00
5.1		Program Management Reporting						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6	wbs 6	Education and Outreach							\$0.00
6.1		Public Education and Outreach						0	\$0.00
6.2		Training Program						0	\$0.00
6.3		Biennial Training Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7	wbs 7	Public Involvement and Participation							\$0.00
7.1		Public Involvement and Participation Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00

		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8	wbs 8	Illicit Discharge Detection and								
	8.1	Outfall Map								
	8.2	Field Sampling								
	8.3	Investigate Non-stormwater Discharges								
		ODCs not specific to a Subtask (General)	\$0.00							
	Subtotals (Hours) =	N/A	0	0	0	0	0	0		
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	wbs 9	Construction Site Runoff Control							\$15,112.96	
	9.1	Construction Runoff Control Program		40	32	8			\$15,112.96	
		ODCs not specific to a Subtask (General)	\$0.00						0	\$0.00
		Subtotals (Hours) =	N/A	40	32	8			0	\$15,112.96
		Subtotals (Costs) =	\$0.00	\$5,322.80	\$6,992.96	\$2,797.20			\$0.00	\$15,112.96
10	wbs 10	Pollution Prevention/Good							\$0.00	
	10.1	Facility Inventory							0	\$0.00
	10.2	Drainage System Mapping							0	\$0.00
	10.3	Non-IGP Facility Pollutant Assessment and Hotspot							0	\$0.00
	10.4	Non-IGP Facility Pollutant Hotspot SWPPP Program							0	\$0.00
	10.5	Non-IGP Facility Inspection Program							0	\$0.00
	10.6	Non-IGP Storm Drain System Assessment Program							0	\$0.00
	10.7	Non-IGP Storm Drain System Maintenance Program							0	\$0.00
	10.8	Non-IGP Facility O&M Activity Assessment Program							0	\$0.00
	10.9	Non-IGP Facility Landscape Assessment Program							0	\$0.00
10.10	IGP Facility Assessment							0	\$0.00	
	ODCs not specific to a Subtask (General)	\$0.00							0	\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	wbs 11	Post Construction/Stormwater							\$18,322.24	
	11.1	Guidance Document		40	24				64	\$10,567.52
	11.2	Alternative Post Construction Stormwater Management		16	8				24	\$3,877.36
	11.3	Operation and Maintenance (O&M Verification Program)		16	8				24	\$3,877.36
		ODCs not specific to a Subtask (General)	\$0.00						0	\$0.00
	Subtotals (Hours) =	N/A	72	40	0	0	0	112	\$18,322.24	
	Subtotals (Costs) =	\$0.00	\$9,581.04	\$8,741.20	\$0.00	\$0.00	\$0.00	112	\$18,322.24	
12	wbs 12	Program Effectiveness Assessment							\$0.00	
	12.1	Program Effectiveness Assessment and Improvement Plan							0	\$0.00
	12.2	Program Modifications							0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
13	wbs 13	Total Maximum Daily Loads							\$61,432.00	
	13.1	Total Maximum Daily Loads Compliance Requirements		80					360	\$61,432.00
		ODCs not specific to a Subtask (General)	\$0.00						0	\$0.00
		Subtotals (Hours) =	N/A	80	0	0	0	0	360	\$61,432.00
		Subtotals (Costs) =	\$0.00	\$10,645.60	\$0.00	\$0.00	\$0.00	\$0.00	360	\$61,432.00
14	wbs 14	Annual Reporting and Program							\$2,129.12	
	14.1	Annual Reporting and Program Management		16					16	\$2,129.12
		ODCs not specific to a Subtask (General)	\$0.00						0	\$0.00
		Subtotals (Hours) =	N/A	16	0	0	0	0	16	\$2,129.12
		Subtotals (Costs) =	\$0.00	\$2,129.12	\$0.00	\$0.00	\$0.00	\$0.00	16	\$2,129.12
Totals (Summary) =		N/A	372	152	56	304		884	\$157,818.52	
Total (Hours) =		\$380.00	\$49,502.04	\$33,216.56	\$19,580.40	\$55,139.52			\$157,818.52	
Total (Costs) =									100.0%	

Total Hours = 458		Consultant/Subconsultant: Michael Baker		Contract No.: 0	
Total Costs = \$85,939.70		2018 ask Order Title: MTS M54 Permit		Task Order No.: 0	
				Amendment No.: 0	

Item	label	TASKS/WBS Description	ODCs			Total Hours		Totals
			Scott Cartwright	Rich Lucera	Scott Taylor	Laura Laman	Senior Engineer	
1	wbs 1	Project Management						
1.1		Coordination & Meetings			4			\$4,321.68
1.2		Budget and Schedule Monitoring						\$1,440.56
1.3		Quality Assurance and Quality Control Plan (QA/QC)			8			\$2,881.12
		ODCs not specific to a Subtask (General)						\$0.00
		Subtotals (Hours) =	0	0	12	0		\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$4,321.68	\$0.00		\$4,321.68
2	wbs 2	Enrollment/Implementation						\$128.00
2.1		Data Acquisition and Review Memorandum						\$0.00
2.2		Jurisdictional Map						\$0.00
2.3		Implementation Plan						\$0.00
2.4		Application Assistance						\$0.00
		ODCs not specific to a Subtask (General)						\$0.00
		Subtotals (Hours) =	0	0	0	0		\$128.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		\$128.00
3	wbs 3	Stormwater Management Plan						\$104.00
3.1		Prepare Draft Plan						\$0.00
3.2		Review Meeting with MTS and Respond to Comments						\$0.00
3.3		Prepare Final Plan						\$0.00
		ODCs not specific to a Subtask (General)						\$0.00
		Subtotals (Hours) =	0	0	0	0		\$104.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		\$104.00
4	wbs 4	Stakeholder Interviews						\$148.00
4.1		Subtask 1 (hide this row if not used)	0					\$0.00
		ODCs not specific to a Subtask (General)						\$0.00
		Subtotals (Hours) =	0	0	0	0		\$148.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		\$148.00
5	wbs 5	Program Management Reporting						\$0.00
5.1		Program Management Reporting						\$0.00
		ODCs not specific to a Subtask (General)						\$0.00
		Subtotals (Hours) =	0	0	0	0		\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
6	wbs 6	Education and Outreach						\$11,745.00
6.1		Public Education and Outreach	20	40				\$11,745.00
6.2		Training Program						\$0.00
6.3		Biennial Training Program						\$0.00
		ODCs not specific to a Subtask (General)						\$0.00
		Subtotals (Hours) =	20	40	0	0		\$11,745.00
		Subtotals (Costs) =	\$2,741.40	\$9,003.60	\$0.00	\$0.00		\$11,745.00
7	wbs 7	Public Involvement and Participation						\$9,003.60
7.1		Public Involvement and Participation Program		40				\$9,003.60
		ODCs not specific to a Subtask (General)						\$0.00
		Subtotals (Hours) =	0	40	0	0		\$9,003.60

8		wbs 8		Subtotals (Costs) =		\$0.00	\$0.00	\$9,003.60	\$0.00	40	\$9,003.60
8.1	Curial Map										
8.2	Field Sampling										
8.3	Investigate Non-stormwater Discharges										
ODCs not specific to a Subtask (General)											
Subtotals (Hours) =		0									
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Total Hours =		102	Consultant/Subconsultant:		Michael Baker	Contract No.:		0
Total Costs =		\$19,978.48	2019 ask Order Title:		MTS MS4 Permit	Task Order No.:		0
						Amendment No.:		0

Item		label	TASKS/WBS Description				ODCs		Total Hours		Totals
			Scott Cartwright	Rich Lucera	Scott Taylor	Laura Larsen					
			Senior Engineer	Senior Engineer	Technical Advisor	Senior Engineer					
			\$141.17	\$231.84	\$370.84	\$192.43					
1 wbs1 Project Management											
1.1		Coordination & Meetings					0	0		\$1,483.76	
1.2		Budget and Schedule Monitoring					0	0		\$0.00	
1.3		Quality Assurance and Quality Control Plan (QA/QC)			4		4	4		\$1,483.76	
		ODCs not specific to a Subtask (General)					0	0		\$0.00	
		Subtotals (Hours) =	0	0	4	0	4	4		\$1,483.76	
		Subtotals (Costs) =	\$0.00	\$0.00	\$1,483.76	\$0.00		4		\$1,483.76	
2 wbs2 Enrollment/Implementation											
2.1		Data Acquisition and Review Memorandum					0	0		\$128.00	
2.2		Jurisdictional Map					0	0		\$0.00	
2.3		Implementation Plan					0	0		\$0.00	
2.4		Application Assistance					0	0		\$0.00	
		ODCs not specific to a Subtask (General)					0	0		\$128.00	
		Subtotals (Hours) =	0	0	0	0	0	0		\$128.00	
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		0		\$128.00	
3 wbs3 Stormwater Management Plan											
3.1		Prepare Draft Plan					0	0		\$104.00	
3.2		Review Meeting with MTS and Respond to Comments					0	0		\$0.00	
3.3		Prepare Final Plan					0	0		\$0.00	
		ODCs not specific to a Subtask (General)					0	0		\$104.00	
		Subtotals (Hours) =	0	0	0	0	0	0		\$104.00	
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		0		\$104.00	
4 wbs4 Stakeholder Interviews											
4.1		Subtask 1 (hide this row if not used)	0				0	0		\$148.00	
		ODCs not specific to a Subtask (General)					0	0		\$0.00	
		Subtotals (Hours) =	0	0	0	0	0	0		\$148.00	
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		0		\$148.00	
5 wbs5 Program Management Reporting											
5.1		Program Management Reporting					0	0		\$0.00	
		ODCs not specific to a Subtask (General)					0	0		\$0.00	
		Subtotals (Hours) =	0	0	0	0	0	0		\$0.00	
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		0		\$0.00	
6 wbs6 Education and Outreach											
6.1		Public Education and Outreach					0	0		\$0.00	
6.2		Training Program					0	0		\$0.00	
6.3		Biennial Training Program					0	0		\$0.00	
		ODCs not specific to a Subtask (General)					0	0		\$0.00	
		Subtotals (Hours) =	0	0	0	0	0	0		\$0.00	
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		0		\$0.00	
7 wbs7 Public Involvement and Participation											
7.1		Public Involvement and Participation Program					0	0		\$0.00	
		ODCs not specific to a Subtask (General)					0	0		\$0.00	
		Subtotals (Hours) =	0	0	0	0	0	0		\$0.00	
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00		0		\$0.00	

8		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
8.1	wbs 8	Illicit Discharge Detection and							\$0.00
8.2	Outfall Map							0	\$0.00
8.3	Field Sampling							0	\$0.00
	Investigate Non-stormwater Discharges							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =		N/A	0	0	0	0	0	\$0.00
	Subtotals (Costs) =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
9		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
9.1	wbs 9	Construction Site Runoff Control							\$0.00
	Construction Runoff Control Program							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =		N/A	0	0	0	0	0	\$0.00
	Subtotals (Costs) =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
10		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
10.1	wbs 10	Pollution Prevention/Good							\$7,662.20
10.2	Facility Inventory							0	\$0.00
10.3	Drainage System Mapping							0	\$0.00
10.4	Non-IGP Facility Pollutant Assessment and Hotspot		12	8				20	\$3,548.76
10.5	Non-IGP Facility Inspection Program							0	\$0.00
10.6	Non-IGP Storm Drain System Assessment Program							0	\$0.00
10.7	Non-IGP Storm Drain System Maintenance Program		8	4				12	\$2,056.72
10.8	Non-IGP Facility O&M Activity Assessment Program		8	4				12	\$2,056.72
10.9	Non-IGP Facility Landscaping Assessment Program							0	\$0.00
10.10	IGP Facility Assessment							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =		N/A	28	16	0	0	44	\$7,662.20
	Subtotals (Costs) =		\$0.00	\$3,952.76	\$3,709.44	\$0.00	\$0.00	44	\$7,662.20
11		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
11.1	wbs 11	Post Construction/Stormwater							\$0.00
11.2	Guidance Document							0	\$0.00
11.3	Alternative Post Construction Stormwater Management							0	\$0.00
	Operation and Maintenance (O&M Verification Program)							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =		N/A	0	0	0	0	0	\$0.00
	Subtotals (Costs) =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
12		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
12.1	wbs 12	Program Effectiveness Assessment							\$8,193.80
12.2	Program Effectiveness Assessment and Improvement Plan		16	6				38	\$8,193.80
	Program Modifications							0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =		N/A	16	6	0	0	38	\$8,193.80
	Subtotals (Costs) =		\$0.00	\$2,256.72	\$3,709.44	\$2,225.64	\$0.00	38	\$8,193.80
13		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
13.1	wbs 13	Total Maximum Daily Loads							\$0.00
	Total Maximum Daily Loads Compliance Requirements		16					0	\$0.00
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =		N/A	0	0	0	0	0	\$0.00
	Subtotals (Costs) =		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
14		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
14.1	wbs 14	Annual Reporting and Program							\$2,256.72
	Annual Reporting and Program Management		16					16	\$2,256.72
	ODCs not specific to a Subtask (General)		\$0.00					0	\$0.00
	Subtotals (Hours) =		N/A	16	0	0	0	16	\$2,256.72
	Subtotals (Costs) =		\$0.00	\$2,256.72	\$0.00	\$0.00	\$0.00	16	\$2,256.72
Totals (Summary) =								102	\$19,978.48
Total (Hours) =			60	32	10	0	0	102	\$19,978.48
Total (Costs) =			\$8,470.20	\$7,418.88	\$3,709.40	\$0.00	\$0.00	102	\$19,978.48
									100.0%

Total Hours = 46		Consultant/Subconsultant: Michael Baker		Contract No.: 0	
Total Costs = \$8,762.54		2020 ask Order Title: MTS MS4 Permit		Task Order No.: 0	
				Amendment No.: 0	

Item	label	TASKS/WBS Description	ODCs	Scott Cartwright	Rich Lucera	Scott Taylor	Laura Larsen	Total Hours	Totals
				Senior Engineer	Senior Engineer	Technical Advisor	Senior Engineer		
				\$145.41	\$238.79	\$382.07	\$198.20		
1	wbs1	Project Management							\$1,528.28
1.1		Coordination & Meetings						0	\$0.00
1.2		Budget and Schedule Monitoring						0	\$0.00
1.3		Quality Assurance and Quality Control Plan (QA/QC)				4		4	\$1,528.28
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	4	0	4	\$1,528.28
		Subtotals (Costs) =	\$0.00	\$0.00	\$1,528.28	\$0.00	\$0.00	4	\$1,528.28
2	wbs2	Enrollment/Implementation							\$128.00
2.1		Data Acquisition and Review Memorandum						0	\$0.00
2.2		Jurisdictional Map						0	\$0.00
2.3		Implementation Plan						0	\$0.00
2.4		Application Assistance						0	\$0.00
		ODCs not specific to a Subtask (General)	\$128.00					0	\$128.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$128.00
		Subtotals (Costs) =	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$128.00
3	wbs3	Stormwater Management Plan							\$104.00
3.1		Prepare Draft Plan						0	\$0.00
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00
3.3		Prepare Final Plan						0	\$0.00
		ODCs not specific to a Subtask (General)	\$104.00					0	\$104.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$104.00
		Subtotals (Costs) =	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$104.00
4	wbs4	Stakeholder Interviews							\$148.00
4.1		Subtask 1 (hide this row if not used)		0				0	\$0.00
		ODCs not specific to a Subtask (General)	\$148.00					0	\$148.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$148.00
		Subtotals (Costs) =	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00
5	wbs5	Program Management Reporting							\$0.00
5.1		Program Management Reporting						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6	wbs6	Education and Outreach							\$0.00
6.1		Public Education and Outreach						0	\$0.00
6.2		Training Program						0	\$0.00
6.3		Biennial Training Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7	wbs7	Public Involvement and Participation							\$0.00
7.1		Public Involvement and Participation						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00

[illegible]

Total Hours = 64		Consultant/Subconsultant: Michael Baker		Contract No.: 0					
Total Costs = \$16,558.76		Task Order Title: MTS MS4 Permit		Task Order No.: 0					
		2021		Amendment No.: 0					
Item	label	TASKS/WBS Description	ODCs	Scott Cartwright Senior Engineer	Rich Lucena Senior Engineer	Scott Taylor Technical Advisor	Laura Larsen Senior Engineer	Total Hours	Totals
1	wbs1	Project Management							\$3,148.24
1.1		Coordination & Meetings						0	\$0.00
1.2		Budget and Schedule Monitoring						0	\$0.00
1.3		Quality Assurance and Quality Control Plan (QA/QC)				8		8	\$3,148.24
		ODCs not specific to a Subtask (General)						0	\$0.00
		Subtotals (Hours) =	N/A	0	0	8	0	8	\$3,148.24
		Subtotals (Costs) =	\$0.00	\$0.00	\$3,148.24	\$0.00	\$0.00	8	\$3,148.24
2	wbs 2	Enrollment/Implementation							\$128.00
2.1		Data Acquisition and Review Memorandum						0	\$0.00
2.2		Jurisdictional Map						0	\$0.00
2.3		Implementation Plan						0	\$0.00
2.4		Application Assistance						0	\$0.00
		ODCs not specific to a Subtask (General)	\$128.00					0	\$128.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$128.00
		Subtotals (Costs) =	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$128.00
3	wbs 3	Stormwater Management Plan							\$104.00
3.1		Prepare Draft Plan						0	\$0.00
3.2		Review Meeting with MTS and Respond to Comments						0	\$0.00
3.3		Prepare Final Plan						0	\$0.00
		ODCs not specific to a Subtask (General)	\$104.00					0	\$104.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$104.00
		Subtotals (Costs) =	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$104.00
4	wbs 4	Stakeholder Interviews							\$148.00
4.1		Subtask 1 (hide this row if not used)		0				0	\$0.00
		ODCs not specific to a Subtask (General)	\$148.00					0	\$148.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$148.00
		Subtotals (Costs) =	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$148.00
5	wbs 5	Program Management Reporting							\$0.00
5.1		Program Management Reporting						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
6	wbs 6	Education and Outreach							\$0.00
6.1		Public Education and Outreach						0	\$0.00
6.2		Training Program						0	\$0.00
6.3		Biennial Training Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
7	wbs 7	Public Involvement and Participation							\$0.00
7.1		Public Involvement and Participation Program						0	\$0.00
		ODCs not specific to a Subtask (General)	\$0.00					0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	0	\$0.00

Subtotals (Costs) = \$0.00 \$0.00 \$0.00 \$0.00 \$0.00									
8	Wbs 8	Illicit Discharge Detection and							\$0.00
8.1	Field Sampling								\$0.00
8.2	Field Sampling								\$0.00
8.3	Investigate Non-stormwater Discharges								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Wbs 9	Construction Site Runoff Control							\$0.00
9.1	Construction Runoff Control Program								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Wbs 10	Pollution Prevention/Good							\$4,748.76
10.1	Facility Inventory								\$0.00
10.2	Drainage System Mapping								\$0.00
10.3	Non-IGP Facility Pollutant Assessment and Hotspot								\$0.00
10.4	Non-IGP Facility Pollutant Hotspot SWPPP Program								\$0.00
10.5	Non-IGP Facility Inspection Program		12						\$0.00
10.6	Non-IGP Storm Drain System Maintenance Program								\$0.00
10.7	Non-IGP Storm Drain System Maintenance Program								\$0.00
10.8	Non-IGP Facility O&M Activity Assessment Program								\$0.00
10.9	Non-IGP Facility Landscape Assessment Program								\$0.00
10.10	IGP Facility Assessment								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A	12	12	0	0	0	0	\$4,748.76
	Subtotals (Costs) =	\$0.00	\$1,797.24	\$2,951.52	\$0.00	\$0.00	\$0.00	\$0.00	\$4,748.76
11	Wbs 11	Post Construction Stormwater							\$0.00
11.1	Guidance Document								\$0.00
11.2	Alternative Post Construction Stormwater Management								\$0.00
11.3	Operation and Maintenance (O&M Verification Program)								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Wbs 12	Program Effectiveness Assessment							\$8,281.76
12.1	Program Effectiveness Assessment and Improvement Plan		8						\$0.00
12.2	Program Modifications			16			8		\$8,281.76
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A	8	16		8			\$8,281.76
	Subtotals (Costs) =	\$0.00	\$1,198.16	\$3,935.36	\$0.00	\$3,148.24	\$0.00	\$0.00	\$8,281.76
13	Wbs 13	Total Maximum Daily Loads							\$0.00
13.1	Total Maximum Daily Loads Compliance Requirements								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Wbs 14	Annual Reporting and Program							\$0.00
14.1	Annual Reporting and Program Management								\$0.00
	ODCs not specific to a Subtask (General)	\$0.00							\$0.00
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	\$0.00
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotals (Summary) =									
Total (Hours) =									
Total (Costs) = \$380.00 \$2,995.40 \$5,886.88 \$6,296.48 \$0.00									
100.0%									
64 \$16,558.76									



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

ENTERPRISE RESOURCE PLANNING / TRANSIT ASSET MANAGEMENT
IMPLEMENTATION SERVICES AGREEMENT - CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 9 to MTS Doc. No. G1731.0-15 (in substantially the same format as Attachment A) with Labyrinth Solutions, Inc. (LSI), to upgrade the current SAP Business Warehouse (SAP BW) version 7.4 to SAP BW 7.5, with a migration to the SAP high performance analytic appliance (SAP HANA).

Budget Impact

This amendment increases the total contract spend authority by an additional \$200,520.00, from the current \$7,607,690.00, inclusive of all previous amendments, to a revised \$7,808,210.00. Funding is through MTS Capital Improvement Project (CIP) number 10070021 - Enterprise Data Warehouse.

DISCUSSION:

In January 2015, MTS competitively awarded a contract to Labyrinth Solutions Inc., for the provision of software implementation services for the MTS Enterprise Resource Planning (ERP)/Transit Asset Management (TAM) project. The new system went live in January 2016.

SAP has been operational for several months with various operational performance data being regularly compiled and updated. The next critical part of the project, and integral to MTS's day to day operations, is to ensure easy access for MTS staff to the extensive amounts of historical operational data from the MTS legacy systems (IFAS and Ellipse) as well as data from the SAP system for timely financial, regulatory, and operational



results and reporting. This requires the development of SAP BW 7.5 with a migration to SAP HANA.

This additional work is within the several subject matter of the competitively procured contract with LSI. Therefore, it is appropriate to amend the LSI contract to add this additional work assignment related to MTS SAP implementation project. LSI has extensive knowledge of the MTS data environment, including various MTS non-SAP systems. LSI has built interfaces, conversions, and data mappings of non-SAP data into SAP and has unique knowledge of the MTS systems which has been developed over the last eighteen months while working with MTS to implement SAP. Awarding this project to LSI will save substantial development time and is deemed to be the most economic approach.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 9 to MTS Doc. No. G1731.0-15 (in substantially the same format as Attachment A) with LSI, to upgrade the current SAP BW version 7.4 to SAP BW 7.5, with a migration to the SAP HANA.



Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft MTS Doc. No. G1731.9-15
B. Statement of Work

DRAFT

June 9, 2016

MTS Doc. No. G1731.9-15

Labyrinth Solutions, Inc.
Mark Schexnaildre
401 B Street, Suite 2020
San Diego, CA 92101

Subject: AMENDMENT NO. 9 TO MTS DOC. NO. G1731.0-15; ERP/TAM IMPLEMENTATION SERVICES

Dear Mr. Schexnaildre:

This shall serve as Amendment No. 9 to our agreement for the ERP/TAM Implementation project as further described below.

SCOPE

Contractor shall provide additional support services as specified in the Statement of Work A-9 (Attachment A).

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

As a result of this Amendment the contract value will increase by \$200,520.00 from \$7,607,690.00 to \$7,808,210.00.

Please sign and return the copy marked "original" to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copy for your records.

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Mark Schexnaildre
Labyrinth Solutions, Inc.

Date: _____

Attachment: LSI Statement of Work A-9



Statement of Work A-9
For
Professional Services Agreement ("Agreement")
Between
Labyrinth Solutions, Inc. ("LSI")
and
San Diego Metropolitan Transit System ("MTS")
Dated
May 10, 2016

This Statement of Work and the terms and conditions of the Agreement, having an Effective Date of May 10, 2016, describe the Services to be provided to the San Diego Metropolitan Transit System (hereinafter referred to as "MTS") in support of the MTS' SAP BW Development and HANA migration project Planning (BW/HANA) Project for the fees set forth herein as authorized by MTS by signing this Statement of Work.

Project:
SAP BW Development and HANA Migration

A. Scope and Approach:

LSI Consulting appreciates the opportunity to provide development services to MTS. Our goal is to provide the external services required to ensure that MTS meets its goals.

The Scope:

The project scope includes the following:

- Upgrade of the existing SAP BW 7.4 SP8 landscape to SAP BW 7.5, with a migration to HANA:
 - Includes the upgrade and migration of the BW environments: Sandbox, Development, Quality Assurance, and Production.
- SAP BW 7.5 development:
 - Migration of business critical legacy information from legacy systems, to SAP BW, inclusive of data from Ellipse, RTMS, and Orbcad. These are direct extracts currently imported into a SQL server, and migrating to SAP BW will allow access to this historical data for reporting purposes.
 - SAP BW will be connected to two (2) independent SQL servers.
 - Legacy system data will be loaded into SAP BW InfoProviders, making the data available for reporting purposes.
- All solutions provided will be fully documented.
- HANA, as well as BW LSA++ modeling knowledge transfer and training.



Statement of Work A-9
For
Professional Services Agreement ("Agreement")
Between
Labyrinth Solutions, Inc. ("LSI")
and
San Diego Metropolitan Transit System ("MTS")
Dated
May 10, 2016

B. Compensation of LSI:

Pricing /Fee Schedule:

The services provided by LSI will be invoiced bi-weekly according to the MSA on an all-inclusive rate basis and will include a summary of the hours charged by resource.

The cost estimate for the services to be performed and expenses is **\$200,520** as shown below.

All payments are due net 30.

MTS BW and HANA Deployment project								★	Go-live event					
Project Initiatives:		Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16						
BW on HANA installation														
Landscape Creation & Preparation														
Sandbox														
Development														
Quality Assurance														
Production														
SAP BW development:														
Design														
Realization														
Final prep														
Support														

Please note: Rates noted to remain in effect through December 31, 2016.

Please note: Number of planned Onsite trips.

Payment Address:

LSI Consulting
 144 North Road, Suite 1000
 Sudbury, MA 01776
 Attn: Nancy McGee, Business Administrator.



Statement of Work A-9
For
Professional Services Agreement ("Agreement")
Between
Labyrinth Solutions, Inc. ("LSI")
and
San Diego Metropolitan Transit System ("MTS")
Dated
May 10, 2016

C. MTS Responsibilities

- MTS is the owner of the project and is responsible for and controls the scope of services to be provided as a result of this Statement of Work.
- MTS agrees to provide appropriate project resources to facilitate the performance of services including system and access support insuring appropriate access to the system environment.

D. Project Assumptions:

- Assumes a Project start date of May 30, 2016 and end date of December 15, 2016.
- MTS and LSI shall manage the price and schedule for the project by reviewing priorities and trade-offs in the definition of project goals, and making decisions regarding the effort required to preserve the original budget and schedule.
- If the assumptions set forth in this section change or otherwise do not prove to be accurate as the project progresses, changes to the schedule, effort and/or price will need to be made and the parties will promptly meet and equitably adjust the price, effort and/or schedule. The parties will periodically review the accuracy of the high level assumptions and discuss the potential impact of any changes in the assumptions and the options available to minimize any impact.
- Necessary hardware and software for the entire development, quality assurance, and production environments will be available and installed into MTS's network.
- MTS will continue to maintain the current data flow process of 3rd party data into the two (2) independent SQL server environments so that the SAP BW configuration will enable a connection to the SQL servers.
- LSI will use the Tailored Data Integration (TDI) Installation process, meaning the installation can be performed by consulting and client, and we do not need installation by the Hardware vendor.
- The installation will occur by the SAP certified HANA installer at MTS, with oversight and guidance by the LSI SAP certified HANA installer.
- The HANA migration will be performed for the existing SAP BW landscape at MTS. [not to be confused with the future SAP SBP landscape that will be based on a separate BW



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environment].

- The migration will be applied to: SAP BW Sandbox, Development, Quality Assurance and Production.
- The BW development will migrate legacy data over to BW, making it available for BW reporting, as well as merge data where required, e.g. merging Budgeting / Actual data with data from SAP ERP that is getting loaded into BW today on a daily basis.



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Signature Page

The parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

MTS

LSI CONSULTING

By: _____
(Signature)

By: Johannes Lombard
(Signature)

Name: _____

Name: Johannes Lombard

Title: _____

Title: EVP: Analytics and Budgeting

Date: _____

Date: May 10, 2016



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) TASK ORDER CONTRACT
APPROVAL FOR FASHION VALLEY STATION SECOND ELEVATOR PROJECT;
FINDING THAT PROJECT IS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order 13.12 for MTS Doc. No. G1496.0-13 (in substantially the same format as Attachment A) with RailPros, Inc. to perform Design-Engineering Services for the Fashion Valley Station Second Elevator Project ("Project") and find the Project exempt under the California Environmental Quality Act ("CEQA").

Budget Impact

The funding for Work Order 13.12 (\$331,000) is allocated under MTS Capital Improvement Project (CIP) for MTS Fiscal Year 2015, Capital Improvement Project Budget No. 2004001902.

DISCUSSION:

The Fashion Valley Trolley Station is one of MTS's most highly traveled stations with more than 6,000 passengers per day. In order to continue servicing the increased number of passengers, an additional elevator is needed for supplementing peak travel periods and also for maintenance of the existing elevator. Two elevators are currently used at similar stations such as Grantville and Grossmont Center. The existing stairwell at the Fashion Valley Trolley Station will be relocated to accommodate the additional elevator within the existing station footprint. All modifications to the station, and associated construction staging, would occur within the existing station footprint and would have no adverse effects to traffic circulation. Construction of a second elevator will provide additional functionality of the station under the Americans with Disabilities Act (ADA). Currently, if the Fashion Valley station elevator is out of service, patrons must



travel through the upper deck of a parking garage and over the mall to access another accessible route.

ELEVATOR DESIGN:

The Scope of Work for Work Order 13.12 consists of the following tasks:

- Task 1 – Project Management
- Task 2 – Topographic Survey
- Task 3 – Geotechnical Investigation
- Task 4 – Document Review & Site Visits
- Task 5 – Design Meetings
- Task 6 – Preliminary Elevator and Stairwell Design
- Task 7 – Final Elevator and Stairwell Design
- Task 8 – Bid Support
- Task 9 – Design Support During Construction

The total value of Work Order 13.12, to MTS Doc. No. G1496.0-13 is \$331,000 and is budgeted to CIP Project Line Item 2004001902 (Attachment A). Improvements based on the design under this Scope of Work would be constructed during the FY2018 Capital Improvement Program.

The Project is categorically exempt under CEQA as it consists of the following:

- (Class 1) The minor alteration of existing public structures, facilities, and topographical features involving negligible or no expansion of use to meet accessibility and public safety requirements (i.e., addition of new elevator shaft and stair replacement). (14 Cal. Code Regs., § 15301.)
- (Class 2) The replacement or reconstruction of existing structures and facilities where the new structure (i.e. elevator shaft and stair replacement) will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. (14 Cal. Code Regs., § 15302.)
- (Class 3) The construction and location of limited numbers of new, small facilities and structures. (14 Cal. Code Regs., § 15303.) The Project includes an increase in the number of on-site elevators from one (1) to two (2) and will be similar in size.
- (Class 11) The replacement of minor structures accessory to existing institutional facilities which include stair modification. (14 Cal. Code Regs., § 15311.)

None of the exceptions to the categorical exemptions apply. (14 Cal. Code Regs., § 15300.2.) The Project is not located in a particularly sensitive environment as the Project impact area is located within existing disturbed areas. The Project does not involve any unusual improvements and involves structures comparable to existing facilities at the

site. The Project is not located on a site designated pursuant to Government Code 65962.5 (hazardous waste site). The Project does not involve any improvements, modifications, or other changes to a historical resource.

Lastly, the Project consists of the modernization of an existing station and parking facilities that would facilitate the increase of passenger or commuter services on rail or highway rights-of-way already in use. (Pub. Resources Code, § 21080, subd. (b)(10)). The Project would increase the number of elevators that provide access to the existing trolley station. Thus, the Project is statutorily exempt from CEQA review.



Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft Work Order No. 13.12 (MTS Doc. No. G1496.0-13)
B. Notice of Exemption

June 9, 2016

MTS DOC No. G1496.0-13
Work Order 13.12

Mr. Eric Hankinson
Contract Project Manager
RailPros, Inc.
401 B Street, Suite 302
San Diego, CA 92101

Dear Mr. Hopper:

Subject: MTS DOC. NO. G1496.0-13, WORK ORDER 13.09.01, DESIGN SERVICES FOR THE FASHION VALLEY
STATION SECOND ELEVATOR

This letter shall serve as Work Order 13.09.01 under the General Engineering Consultant Agreement, MTS
Doc. No. G1496, as further described below.

SCOPE OF SERVICES

Provide general engineering design services for the Fashion Valley Station second elevator in accordance
with the attached Scope of Services (Attachment A and B).

SCHEDULE

The Scope of Services, as described above, shall remain through May 30, 2019, if all the options to the
Master Contract are exercised. Expected duration is forty (40) weeks from Work Order Approval.

PAYMENT

Payment shall be based on actual costs. This Work Order shall not to exceed \$331,000 without prior written
authorization.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Les Hopper
RailPros, Inc.

Date:

Task Order Attachment A

WORK ORDER TITLE: Engineering Services for Fashion Valley Transit Center Elevator and Stairwell Improvements

I. PROJECT DESCRIPTION

The existing elevator tower at Fashion Valley Transit Center has passed its life cycle and is in need of upgrades in regards to the elevator car, and electrical and mechanical systems (not part of this scope). In addition, the amount of pedestrians being served at this transit center has increased substantially to warrant the installation of a second elevator tower. The new elevator tower will also include a stairwell to replace existing stairs being removed for the construction of the new elevator. Phase 1 of this work will be to install the new elevator tower and stairwell prior to upgrading the existing elevator (phase 2, to be performed under a separate Work Order). Phasing of the work will ensure continued elevator service at the transit center.

This Work Order will provide engineering services to prepare design plans and specifications for a new elevator tower and stairwell. A construction cost estimate will also be prepared for construction of the new elevator tower. These services will be performed in accordance with the following scope of work.

II. EXPECTED RESULTS

Provide construction documents including design plans and technical specifications for the MTS Fashion Valley Transit Center Elevator Improvements in accordance with the scope of work.

III. SCOPE OF WORK

The Scope of Work shall consist of the following tasks and deliverables.

TASK 1 PROJECT MANAGEMENT AND COORDINATION

- 1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.2 Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
- 1.3 Provide coordination and oversight of elevator subconsultant (Architect) and other subconsultants design work including integration of plans and specifications into submittal packages.
- 1.4 Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

TASK 2 SURVEY

Survey will be performed to provide location of existing structures' footprints on the bus transfer station platform only in the areas affected by this project. In addition, survey will include locating of utilities and ancillary objects in the vicinity of proposed work. A surface survey will also be performed on the platform surrounding the work area as well as the elevator platform at the top of the tower. The platform surface survey will be used to ensure existing drainage is maintained with the installation of new structures. The elevator platform will be surveyed to establish tie-in points for the new elevator. Tasks to be performed include:

- Tie to existing survey control and set two new supplemental survey controls
- Survey ground level platform surface areas at 10' intervals.
- Survey elevated portion of elevator platform including edges and center.
- Survey all structural elements including columns, stairways, and walls.
- Survey all ancillary items including benches, trash receptacles, signs, vending machines, utilities, etc., and any other object/structure within the survey limits.
- Prepare Digital Terrain Model (DTM) of existing ground in AutoCAD Civil3D Version 2013.

TASK 3 GEOTECHNICAL INVESTIGATION

- 3.1 Review existing readily available background information and pertinent geotechnical literature including boring logs of existing improvements.
- 3.2 Perform field reconnaissance to observe site conditions and to locate and mark proposed exploratory Cone Penetration Tests (CPTs)
- 3.3 Obtain County of San Diego Department of Environmental Health (DEH) boring permits for the subsurface exploration.
- 3.4 Coordinate subsurface exploration including underground utility mark-out through Underground Service Alert (USA) and MTS, and initiate field work. Once the underground mark-out is complete Geotechnical Consultant will perform subsurface evaluation for the site consisting of excavation, logging, and sampling of two CPTs to depths up to approximately 70 feet (or refusal). Coring of existing pavement will be performed to provide access to testing locations. CPTs will be backfilled in accordance with County of San Diego DEH standards and patched with concrete.
- 3.5 Engineering analyses of the data obtained and preparing a geotechnical evaluation report to present test results and provide recommendations for the proposed project.

TASK 4 DOCUMENT REVIEW AND SITE VISITS

4.1 Document Review

- a. Review existing as-builts of elevator tower structure, stairwell and other supporting structures, as well as utilities, for Fashion Valley Transfer Station Mission Valley West LRV Project.

Review of the following as-builts from other projects for obtaining similar concepts to be integrated into the Fashion Valley Transfer Station elevator design:

- b. Review as-built plans of elevator and stairwell for Grossmont Transit Station from the Grossmont Project.

- c. Review as-built plans of elevator and stairwell for Sabre Springs Bus Rapid Transit Station Parking Structure.
- d. Will also consider review of available Mid-Coast project station plans.
- e. Obtain and review all available facility documentation that is related to this project such as reports, studies, surveys, equipment manuals, as-built drawings, maintenance records, utility data, etc. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required for the project.

4.2 Site Visits

- a. Conduct initial site visit with structural engineer, architect, and MTS representative(s) to verify and confirm existing conditions, and examine existing structures and facilities. Conceptual ideas will be discussed and noted based on findings in the field and review of the documents listed above.
- b. Additional site visits (four max.) will be performed, one at Grossmont Transit Station and one at Sabre Springs Bus Rapid Transit Station for data gathering, and it is anticipated that an additional two site visits will be required at Fashion Valley Transit Center to finalize the conceptual design including potential for utility and facility (storage and mechanical/electrical room) relocation, and optimization of elevator tower in correlation to existing structures and demolition and restructuring allowances.
- c. The Consultant shall conduct a survey that includes field observations, photographs, measurements, tests, calculations, etc. of the existing elevator system, controls and related equipment for new elevator system connection.

TASK 5 DESIGN MEETINGS

Conduct the appropriate number of review meetings with MTS during each design phase of the project (four max.) so they may determine if the project meets their requirements, provide comments on any aspect of the contract deliverables, and make changes where appropriate. The Consultant shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material and equipment delivery dates, etc.

It shall also be the responsibility of the Consultant to arrange and require all critical Sub-Consultants to be in attendance at the design review meetings.

Record the minutes of each design meeting and distribute within seven (7) calendar days to all attendees and those persons specified to be on the distribution list by the Project Manager.

TASK 6 PRELIMINARY ELEVATOR AND STAIRWELL DESIGN

Based on document review, field visits, and conceptual ideas discussed a preliminary design will be prepared for the proposed elevator tower and stairwell, including exhibits and 3D renderings. Design will incorporate the 'machine room-less' type elevator operating system.

Tasks to be performed include:

- 6.1 Architectural and structural collaboration for determining optimal location of elevator tower and stairwell. Consideration will be given to existing structures and facilities concerning potential for demolition, relocation, connectivity, accessibility, pedestrian flow and access, and safety.
- 6.2 Prepare general layout for elevator showing positioning of elevator tower, stairwell and LRV platform bridge connection including the following:
 - Perform preliminary review of platform drainage patterns to ensure proper flow around proposed elevator
 - Perform structural evaluation of existing structures to verify preliminary design is allowable at proposed location
 - Determine most viable mechanical operating system
 - Determine whether existing mechanical room is sufficient for two elevators, needs to be expanded or new one installed
 - Phasing feasibility assessment
- 6.3 Develop architectural elements for tower and stairwell taking into consideration the existing transit station architectural features including the preparation of a 3D rendering. Material samples and color palettes shall be submitted to MTS for review and approval for all the interior elevator car walls, floor, ceilings, etc.
- 6.4 Prepare a board based preliminary cost estimate including the following general items:
 - Elevator Car
 - Elevator Room
 - Structural Frame
 - Tower Enclosure
 - Stairwell
 - Exterior Finish
 - Elevator Pit
 - Security System
- 6.5 Prepare a preliminary submittal package for review meeting with MTS.

Plans will be produced at a scale of 1"=20' in the AutoCAD Civil3D platform, Version 2013 or newer.

Task 7 FINAL ELEVATOR AND STAIRWELL DESIGN

Based on comments received from MTS during the preliminary design review meeting the elevator and stairwell design will be advanced to 30%, 60%, 90% and 100% design levels. The continued design efforts will incorporate current design and operating safety standards including foundations, structural members, material type selection, electrical, mechanical and control systems, accessibility, pedestrian circulation, and architectural adaptation to the existing facility. In addition, the design will take into account site security measures to increase public safety.

Tasks to be performed will include:

7.1 General Civil Design

General civil design plans will be developed to show the general site layout, utilities, demolition, grading and drainage as needed, platform improvements, traffic and pedestrian control and detours, and construction phasing.

7.2 Architectural Design

- Tower layout details
- Machine room
- Elevator car
- stairwell
- Lighting
- Exterior and car signage

7.3 Elevator Design

- Mechanical operating system including equipment and hydraulics
- Elevator pit
- Elevator hoist way
- Car controls
- Control system
- Electrical
- Fire, Life, Safety

7.4 Structural Design

Structural design for both the elevator tower and the stairwell will include foundation and member analysis based on the architectural design layout prepared above. The foundation analysis will also utilize as-built information of the original design and geotechnical recommendations. Structural design plans will be coordinated with both the architectural and elevator designs and will include the following:

- Foundation design and details
- Structural member sizing, configuration, and connection details
- Existing structure tie-in details

7.5 Construction Documents – PS&E (30%, 60%, 90%, and 100% submittals)

Technical specifications will follow MTS format.

Design drawings will, in accordance with the submittal stages below, address proposed site improvements including utilities and demolition, new elevator and stairwell including elevator tower, electrical and mechanical operating systems, elevator car and all associated architectural features, and details. Design drawings will be developed on MTS title blocks with the inclusion of City of San Diego title block where applicable. Additional plan features and construction document content is described below:

Plan Features

- a. Plan format (i.e. title sheet and sheet borders) will be in a MTS format for each project segment with local jurisdiction signature blocks (as necessary). Standard notes for MTS and the local jurisdiction (as necessary) will be included.
- b. Horizontal control – Guideway will generally include computed centerlines with horizontal control based on station-and-offset values. Non-linear project elements will rely on dimensions between project features and a table of coordinates at key locations.
- c. The scale of plan sheets are anticipated to be 1"=40' for improvement plans and 1"=20' where more detail is required.

Design Package Includes:

(note: each design drawing will be one (1) sheet per title unless otherwise indicated)

- a. Title Sheet
- b. Location / Vicinity Maps
- c. General Notes
- d. Sheet Index, Legend & Abbreviations
- e. Horizontal & Vertical Control
- f. Existing Topography
- g. Demolition Plans (2 sheets)
- h. Typical Cross Sections
- i. Utility Relocations Plans (2 sheets)
- j. Elevator Layout Plan
- k. Floor and Roof Plans (2 sheets)
- l. Building Elevation Plans (2 sheets)
- m. Structural Details (2 sheets)
- n. Architectural Details (4 sheets)
- o. Electrical Plans (2 sheets)
- p. Mechanical Plans (2 sheets)
- q. Construction Details (2 Sheets)
- r. Construction Phasing (3 sheets)
- s. Temporary Traffic Control
- t. Erosion Control Plan
- u. Specifications
- v. Construction Cost Estimate

7.5.1 30% PS&E

30%, 60% and 90% Construction Documents will be prepared for improvements determined as necessary in tasks 3 through 6 above. 30% construction documents will include the advancement of the preliminary documents including conceptual elements covered in tasks 6 thru 8, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from the preliminary submittal with the addition of specifications outline, and some design details.

7.5.2 60% PS&E

60% construction documents will include the advancement of the 30% documents including conceptual elements covered in tasks 6 thru 8, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from 30% submittal with the addition of advanced specifications, design drawings including structural and architectural details, cross-sections and elevations, erosion control, and draft construction cost estimate. The cost estimate will be expedited during the 60% phase to ensure the September 1st funding deadline for FY18 is met.

7.5.3 90% PS&E

90% Construction Documents will be prepared for improvements determined as necessary in tasks 3 through 5 above. 90% construction documents will include advancement of the 60% documents, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from 60% submittal with the addition of full specifications, design drawings including structural and architectural details, cross-sections and elevations, erosion control, and draft construction cost estimate.

7.5.4 100% PS&E

100% Construction Documents will be prepared for improvements determined as necessary in tasks 3 through 5 above. 100% construction documents will include advancement of the 90% documents, inclusion of MTS, City of San Diego (as necessary), and other reviewing agencies comments from 90% submittal, finalizing specifications, design drawings and details, and confirming construction cost estimate is complete and matches all pay items discussed in the specifications.

7.6 Fire, Life, and Safety Permit Application

Coordinate with the City of San Diego Division of Building and Safety and Fire Marshal concerning Fire, Life, Safety issues and prepare a submittal package for review and permit approval by the City and Fire Marshal. Attend review meeting with the City and Fire Marshal, incorporate any comments into the design documents, and submit a final review package to the City and Fire Marshal.

8 BID PACKAGE DEVELOPMENT AND SUPPORT SERVICES (IFB SUBMITTAL)

8.1 Final Review Comments

Incorporate review comments to the Final PS&E submittal and prepare "Bid-Ready" packages for MTS Contracts Department to advertise project.

8.2 Bid Support

Prepare and submit "Bid Form" and "Electronic Info" form to MTS Contracts Department for advertisement.

Prepare for and attend the pre-bid meeting and respond to RFI's from the contractor(s) during the bid process.

Preparing Conformed Plans & Specifications (by incorporating any relevant contractor RFI's during the Bid Phase)

TASK 9 DESIGN SUPPORT DURING CONSTRUCTION (DSDC)

- 9.1. Attend Weekly Construction Team Meetings - Have one representative attend weekly Construction Team Meetings.
- 9.2. Review & Approve Submittals - The Consultant Team will review and approve or take other appropriate action in respect to Contractor-prepared submittals required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 9.3. Respond to Requests for Information (RFI) - The Consultant Team will review and respond to Contractor RFIs forwarded from the SANDAG CM and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the SANDAG CM.
- 9.4. Field Observations - At the request of SANDAG, the Consultant Team's staff may conduct site visits to respond to RFI's, to develop Change Orders, or to perform other specific tasks.
- 9.5. Prepare Design Revisions/Design Change Notices (DCN's) - Prepare revisions to design plans and technical specifications as directed. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. The Consultant Team will work with the SANDAG construction team to assess the purpose for implementing a potential change, to develop an appropriate solution, and develop corresponding revisions to the plans and specifications. Design revisions may be in response to action required by an RFI, CCO, an unforeseen site condition, value-engineering, etc. If requested by SANDAG, the Consultant Team will develop cost estimates to coincide with the proposed changes. Design revisions will be transmitted in PDF file format.
- 9.6. Punch list and Closeout Activities - As the project nears Substantial Completion, the Consultant Team will assist the construction management (CM) team in preparing a punch list of items to be addressed by the Contractor. Assistance with the punch list will entail site walks as directed by the CM team. Consultant shall also prepare final as-built plans.

IV. DELIVERABLES

Deliverables are anticipated to include the following:

- Project survey data files
- Geotechnical Report – Draft & Final
- Design Review Meeting Minutes
- Preliminary Design Documents
 - Plans
 - Board Based Cost Estimate
 - 3-D Rendering
- 30%, 60%, 90%, & 100% PS&E
 - Plans
 - Specifications
 - Cost Estimate
- Bid Construction Package and Processing
 - Bid Ready Plans
 - Bid Ready Specifications
 - Bid Ready Construction Costs
 - Bid Form
- Conformed Plans & Specifications. Provide one 11" x 17" hard copy set to MTS
- Miscellaneous DSDC Phase Deliverables (RFI's, DCN's, As-Builts, Approvals, etc.)
- Monthly Invoices and Progress Reports

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
1. Project Management and Coordination	NTP / Project Completion
2. Survey	NTP / NTP + 2 week
3. Geotechnical Investigation	
• Field Work	NTP / NTP + 2 week
• Geotechnical Draft Report	End Task 3 / NTP + 4 weeks
• Geotechnical Final Report	End Task 4 / NTP + 6 weeks
4. Document Review & Site Visits	NTP / Project Completion
5. Design Review Meetings	NTP / Project Completion
6. Preliminary Elevator & Stairwell Design	End Task 3 / NTP + 10 weeks
7. Final Elevator & Stairwell Design	
7.5.1 30% Design Submittal Package	End Task 6 / NTP + 14 weeks
7.5.2 60% Design Submittal Package	NTP / NTP + 20 weeks
7.5.3 90% Design Submittal Package	NTP / NTP + 25 weeks
7.5.4 100% Design Submittal Package	NTP / NTP + 29 weeks
7.5.5 Fire, Life, Safety Permit Application	End Task 7.5.1 / NTP + 40 weeks
8. Bid Package Development & Support Services	End Task 7 / At Contractor's NTP Meeting
9. Design Support During Construction	Contractor's NTP / Project Close-out

VI. MATERIALS TO BE PROVIDED BY SANDAG AND/OR THE LOCAL AGENCY

- Geotechnical data/reports (if available).
- As-built drawings of Fashion Valley Transit Center.
- As-built drawings of Grossmont Transit Center.
- As-built drawings of Sabre Springs Bus Rapid Transit Station
- Site access for field work

VII. SPECIAL CONDITIONS

The following is excluded from this scope:

- Construction Management Services
- Specialty inspections
- Utility Relocation design and coordination
- Environmental

**Task Order Estimate
Hourly Breakdown**

Att. A, AI 8, 6/2/16

Contract No.	G1496.0-13
Work Order No.	13.12
Attachment:	B

Work Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements

Project No: N/A

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0100	Admin	\$29,093.44
2	0600	Surveying	\$9,138.93
3	0600	Geotechnical	\$15,836.68
4	0600	Engineering	\$240,260.50
Design Totals =			\$294,329.55
9	0700	Construction Engineering	\$36,265.64

Overall Totals = \$330,595.19

Table 2 - TASKS/WBS Summary (Costs & Hours)

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Admin	Project Management & Coordination	174	\$29,093.44
2	Surveying	Survey/DTM	58	\$9,138.93
3	Engineering	Geotechnical Investigation	92	\$15,836.68
4	Engineering	Document Review and Site Visits	121	\$15,007.40
5	Engineering	Design Meetings	64	\$8,728.28
6	Engineering	Preliminary Elevator and Stairwell Design	312	\$39,176.54
7	Engineering	Final Elevator and Stairwell Design	1,380	\$160,112.28
8	Engineering	Bid Package Development and Support Services	158	\$17,236.00
Design Totals =			2,359	\$294,329.55
9	Construction Engineering	Engineering Support During Construction (DSDC)	284	\$36,265.64

Overall Totals = 2,643 \$330,595.19

Table 3 - Consultant/Subconsultant Summary (Costs & Hours)

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
		X		RallPros Inc.	1,609	\$191,699.58
X		X		Aguirre & Associates	58	\$9,138.93
				Ninyo & Moore	92	\$15,836.68
X		X		Mitchell Architecture	884	\$113,920.00
					0	\$0.00
					0	\$0.00
Totals =					2,643	\$330,595.19

ATTACHMENT B

Task Order Estimate

Hourly Breakdown

Att. A, AI 8, 6/2/16

Contract No.: G1496.0-13	
Work Order No.: 13.12	
Attachment: B	
Consultant/Sub-consultant: RailPro Inc.	
Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements	
Task Order Title:	

Total Hours =	1,609
Total Costs =	\$191,699.58

Item	Contract	WBS	Task Description	ODCs	Senior PM / QA (Matt Brittan)	Project Manager (David Berryman)	Senior Structural Engineer (Bob Matthews)	Designer (Dan Alvira)	Engineer 1 (Rob Zahurak)	CADD Tech (Tony Reel)	Admin 1 (Paula Ring)	Tech (Jeansy Dollase)	Total Hours	Totals	Percent of Total
1 Billing Code Admin Project Management & Coordination															
1.1	0100		Progress Reports and Invoices		6						10	4	22	\$2,386.48	1.4%
1.2	0100		Project Coordination MTS/Stateholders		40								40	\$7,215.20	2.5%
1.3	0100		Coordination with Subconsultants		40								40	\$7,215.20	2.5%
1.4	0100		Quality Assurance/Quality Control (QA/QC)		32	40							72	\$12,266.56	4.5%
			ODCs not specific to a Subtask (General)	\$0.00											0.0%
			Subtotals (Hours) =	N/A	120	40	0	0	0	0	10	4	174	\$28,093.44	10.8%
			Subtotals (Costs) =	\$0.00	\$21,645.60	\$6,494.40	\$0.00	\$0.00	\$0.00	\$0.00	\$715.40	\$238.04	\$0.00	\$29,093.44	15.2%
2 Billing Code Surveying Survey/DTM															
2.1	0600		Survey Control										0	\$0.00	0.0%
2.2	0600		Field Survey										0	\$0.00	0.0%
2.3	0600		Prepare DTM										0	\$0.00	0.0%
			ODCs not specific to a Subtask (General)	\$0.00									0	\$0.00	0.0%
			Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0	\$0.00	0.0%
			Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
3 Billing Code Geotechnical Geotechnical Investigation															
3.1	0600		Review Existing Documents										0	\$0.00	0.0%
3.2	0600		Site Visit										0	\$0.00	0.0%
3.3	0600		Obtain Permit										0	\$0.00	0.0%
3.4	0600		Perform Field Work										0	\$0.00	0.0%
3.5	0600		Prepare Geotechnical Report										0	\$0.00	0.0%
			ODCs not specific to a Subtask (General)	\$0.00									0	\$0.00	0.0%
			Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0	\$0.00	0.0%
			Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
4 Billing Code Engineering Document Review and Site Visits															
4.1	0600		Review Existing Documents		8								8	\$5,162.16	3.0%
4.2	0600		Site Visits (4 max)		5								5	\$2,595.24	1.4%
			ODCs not specific to a Subtask (General)	\$0.00									0	\$0.00	0.0%
			Subtotals (Hours) =	N/A	14	0	0	32	20	0	0	4	70	\$7,757.40	4.4%
			Subtotals (Costs) =	\$22.40	\$2,525.32	\$0.00	\$0.00	\$3,320.64	\$1,651.00	\$0.00	\$0.00	\$238.04	\$0.00	\$7,757.40	4.4%

ATTACHMENT B Task Order Estimate Hourly Breakdown

Contract No.:	G1496.0-13
Work Order No.:	13.12
Attachment:	B

Consultant/Sub-consultant: RailPro Inc.

Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements

Total Hours =	1,609
Total Costs =	\$191,699.58

Item	Contract	WBS	Task Description	ODCs	Senior PM / QA (Matt Britten)	Project Manager (David Berryman)	Senior Structural Engineer (Bob Marthow)	Designer (Dan Alvira)	Engineer 1 (Rob Zahara)	CADD Tech (Tony Reel)	Admin 1 (Paula Ring)	Tech (Jeany Dollata)	Total Hours	Totals	Percent of Total
5	Engineering	Design Meetings													
5.1	0600	Participate in Design Meetings (four max.)		\$40.00	8			12					20	\$2,728.28	1.2%
		ODCs not specific to a Subtask (General)		N/A	8	0	0	12	0	0	0	0	20	\$2,728.28	1.2%
		Subtotals (Hours) =		\$40.00	\$1,443.04	\$0.00	\$0.00	\$1,245.24	\$0.00	\$0.00	\$0.00	\$0.00	20	\$2,728.28	1.2%
		Subtotals (Costs) =													

6	Engineering	Preliminary Elevator and Stairwell Design													
6.1	0600	Preliminary Design			8			16	8				32	\$3,763.76	2.0%
6.2	0600	Prepare General Layout				8	2	12	16	16			54	\$5,516.72	3.4%
6.3	0600	Develop Architectural Features											0	\$0.00	0.0%
6.4	0600	Prepare Preliminary Cost Estimate			2			2	4				8	\$988.50	0.5%
6.5	0600	Prepare Preliminary Submittal Package			8			4	4				14	\$1,827.56	0.9%
		ODCs not specific to a Subtask (General)		N/A	15	8	2	34	32	16	0	0	108	\$12,006.54	6.7%
		Subtotals (Hours) =		\$0.00	\$2,898.08	\$1,288.88	\$595.16	\$3,528.18	\$2,641.60	\$1,056.64	\$0.00	\$0.00	108	\$12,006.54	6.7%
		Subtotals (Costs) =													

7	Engineering	Final Elevator and Stairwell Design													
7.1	0600	Perform General Civil Design			24	50			32				106	\$15,088.72	6.6%
7.2	0600	Perform Architectural Design											0	\$0.00	0.0%
7.3	0600	Perform Elevator Design											0	\$0.00	0.0%
7.4	0600	Perform Structural Design					8	90	32				130	\$14,361.54	8.1%
7.5	0600	Prepare Construction Documents													
8.5.1	0600	30% PS&E			4	4	4	18	45	36			111	\$10,521.33	5.6%
8.5.2	0600	50% PS&E			24	18	6	24	60	75			229	\$23,679.72	14.2%
8.5.3	0600	80% PS&E			40	18	6	24	55	50			193	\$22,851.05	12.1%
8.5.4	0600	100% PS&E			12	12	4	8	28	24	8	8	104	\$11,078.12	6.5%
7.6	0600	Fire, Life, Safety Coordination and City Permit			12	24			12				48	\$7,051.60	3.7%
		ODCs not specific to a Subtask (General)		\$0.00	116	126	32	164	284	185	8	8	923	\$104,632.28	57.4%
		Subtotals (Hours) =		\$0.00	\$20,924.08	\$20,457.36	\$9,522.56	\$17,018.28	\$23,444.20	\$12,217.40	\$572.32	\$476.08	923	\$104,632.28	57.4%
		Subtotals (Costs) =													

ATTACHMENT B
Task Order Estimate
Hourly Breakdown

Total Hours =		1,609
Total Costs =		\$191,699.58

Contract No.		G1496.0-13	
Work Order No.		13.12	
Attachment:		B	

Consultant/Sub-consultant:		RailPros Inc.	
Task Order Title:		Fashion Valley Transit Center Elevator and Stairwell Improvements	

Item	Contract	WBS	Task Description	ODCs										Totals		Percent of Total	
Billing Code	Engineering		Bid Package Development and Support Services	Senior PM / QA (Matt Britten)	Project Manager (David Bercyman)	Senior Structural Engineer (Bob Matthews)	Designer (Dan Alvin)	Engineer 1 (Rob Zahurak)	CADD Tech (Tony Reel)	Admin 1 (Paula Ring)	Tech (Jeany Dollie)	Total Hours		Hours	Costs		
8.1	0600		Final Review Comments	0	12		16	20	20			48		\$5,259.64	3.0%		
8.2	0600		Bid Support	0				20				20		\$5,136.36	3.2%		
8.3												0		\$0.00	0.0%		
			ODCs not specific to a Subtask (General)											\$0.00	0.0%		
			Subtotals (Hours) =	12	12	0	16	40	20	0	0	100		\$10,396.00	5.4%		
			Subtotals (Costs) =	\$2,164.56	\$1,948.32	\$0.00	\$1,660.32	\$3,302.00	\$1,320.80	\$0.00	\$0.00	100		\$10,396.00	5.4%		

9	Engineering	Engineering Support During Construction (DSDC)	ODCs										Totals		Percent of Total	
9.1	0700	Attend Weekly Construction Team Meetings	140	30		20						50		\$7,626.80	3.1%	
9.2	0700	Review & Approve Submittals				18						18		\$1,887.88	1.1%	
9.3	0700	Respond to Request for Information (RFI)				12		18				46		\$5,328.90	2.9%	
9.4	0700	Field Observations	56		16		12					12		\$1,301.24	0.7%	
9.5	0700	Prepare Design Revision/Design Change Notices (DCNs)				4		24	24			52		\$3,981.24	3.2%	
9.6	0700	Punchlist and Closeout Activities		4	16		16					36		\$4,979.60	2.2%	
		ODCs not specific to a Subtask (General)												\$0.00	0.0%	
		Subtotals (Hours) =		34	32	0	82	42	24	0	0	214		\$25,085.64	13.3%	
		Subtotals (Costs) =		\$6,132.92	\$5,195.52	\$0.00	\$9,509.14	\$3,467.10	\$1,584.96	\$0.00	\$0.00	214		\$25,085.64	13.3%	

Totals (Summary) =		1,609	
Total (Hours) =		1,609	
Total (Costs) =		\$191,699.58	

Percentage of Total (Hours) =		100.0%	
Percentage of Total (Costs) =		100.0%	

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant:	RailPro Inc.
Task Order Title:	Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No:	G1496.0-13
Task Order No:	13.12
Attachment:	B

ODC Item	Description	Unit	Unit Cost	TASKS/WBS (1-4)									
				Admin		Surveying		Engineering		Engineering		Quantity	Total
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total		
1	Reproduction		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$40.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$40.00
3	Survey/Topo/DTM/R O W				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation 1		\$0.56		\$0.00		\$0.00		\$0.00	40	\$22.40		\$0.00
6	Transportation 2		\$0.56		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8							\$0.00		\$0.00		\$0.00		\$0.00
9													\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00		\$0.00		\$0.00		\$22.40		\$40.00

ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R O W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation 1		\$0.00		\$0.00		\$0.00		\$0.00	250	\$140.00
6	Transportation 2		\$0.00		\$0.00		\$0.00		\$0.00	100	\$56.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$196.00

ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R O W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation 1		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Transportation 2		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals =											\$0.00

ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
												Quantity	Total
1	Description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$40.00
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	Survey/Topo/DTM/R O W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	250	\$140.00
6	Transportation 1		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100	\$56.00
7	Transportation 2		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$258.40

ATTACHMENT B

Task Order Estimate

Hourly Breakdown

Att. A, AI 8, 6/2/16

Total Hours =	58	Consultant/Sub-consultant:	Aguirre & Associates	Contract No.:	G1496.0-13
Total Costs =	\$9,138.93	Task Order Title:	Fashion Valley Transit Center Elevator and Stairwell Improvements	Work Order No.:	13.12
				Attachment:	B

Item	Contract	WBS	Task Description	ODCs	Task Manager	Party Chief 1	Land Surveyor 1	Chairman 1	Survey Tech 1	Total Hours	Totals	Percent of Total
2	Contract	G1496.0-13										
Billing Code	Surveying		Survey/DTM									
2.1	Survey Control					7	3	7		17	\$3,011.29	29.3%
2.2	Field Survey				12	1	1	12		25	\$4,569.70	43.1%
2.3	Prepare DTM						2		14	16	\$1,557.94	27.6%
	ODCs not specific to a Subtask (General)											0.0%
				\$0.00	0	19	6	19	14	58	\$0.00	0.0%
				N/A	\$0.00	\$3,571.62	\$858.12	\$3,437.29	\$1,271.90	58	\$9,138.93	100.0%
				Subtotals (Hours) =								
				Subtotals (Costs) =								

58	\$9,138.93
58	\$9,138.93

Totals (Summary) =	N/A	Total (Hours) =	58	Total (Costs) =	\$9,138.93
Percentage of Total (Hours) =	0.0%	Percentage of Total (Costs) =	0.0%		
Percentage of Total (Hours) =	0.0%	Percentage of Total (Costs) =	0.0%		

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant: **Aguirre & Associates**

Contract No: **G1496.0-13**

Task Order Title: **Fashion Valley Transit Center Elevator and Stairwell Improvements**

Task Order No: **13.12**

Attachment: **B**

TASKS/WBS (1-5)												
ODC Item	Description	Unit	Unit Cost	Admin		Surveying		Engineering		Engineering		Total
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
1	Reproduction		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2	Transit		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
3	Survey/Topo/DTM/R.O.W				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5	Transportation		\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8							\$0.00		\$0.00		\$0.00	\$0.00
9												\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subtotal =					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

TASKS/WBS (6-10)										
ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

TASKS/WBS (11-15)										
ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Totals =										\$0.00

TASKS/WBS (16-20)													
ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals	
												Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	Totals =	\$0.00

ATTACHMENT B **Task Order Estimate** **Hourly Breakdown**

Att. A, AI 8, 6/2/16

Total Hours = 92		Contract No.: G1496.0-13
Total Costs = \$15,836.68		Work Order No.: 13.12
		Attachment: B

Consultant/Sub-consultant:	Ninyo & Moore
Task Order Title:	Fashion Valley Transit Center Elevator and Stairwell Improvements

Item	Contract	WBS	Task Description	ODCs	Kenneth Manoir	Gregory Ferrand	Ronald Halbert	Jeffery Kent	Christina Trethjak	Medan Chitumalla	Nissa Morton	Chris Vonk	Prevailing Wage Technician	Jesse Lahman	Total Hours	Totals	Percent of Total
					\$158.88	\$182.02	\$148.04	\$142.35	\$85.19	\$124.25	\$76.66	\$75.34	\$162.09	\$105.76			
3	Billing Code	Geotechnical	Geotechnical Investigation													\$15,836.68	
3.1			Review Existing Documents						2		4	2			8	\$647.70	8.7%
3.2			Site Visit		2				2		2				6	\$561.46	6.5%
3.3			Obtain Permit						2		4	4			10	\$798.38	10.9%
3.4			Perform Field Work	\$7,500.00					8		18	12			38	\$10,545.48	41.3%
3.5			Prepare Geotechnical Report				2	4		10	14				30	\$3,183.66	32.6%
															0	\$0.00	0.0%
				\$0.00											0	\$0.00	0.0%
			Subtotals (Hours) =	N/A	2	0	2	4	14	10	42	18	0	0	92	\$15,836.68	100.0%
			Subtotals (Costs) =	\$7,500.00	\$317.76	\$0.00	\$296.12	\$571.80	\$1,332.86	\$1,242.50	\$3,219.72	\$1,356.12	\$0.00	\$0.00	92	\$15,836.68	100.0%

15800

92	\$15,836.68
92	\$15,836.68

Totals (Summary) =	N/A																
Total (Hours) =	N/A																
Total (Costs) =	\$7,500.00																
Percentage of Total (Hours) =	N/A																
Percentage of Total (Costs) =	47.4%																

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant	Ninyo & Moore
Task Order Title	Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No.	G1466.0-13
Task Order No.	13.12
Attachment:	B

TASKS/WBS (1-6)												
ODC Item	Description	Unit	Unit Cost	Admin		Surveying		Engineering		Engineering		Total
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2	Transit		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
3	Survey/Topo/DTM/R.O.W				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5	Transportation		\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6	CPTs and Lab Testing		\$7,500.00		\$0.00		\$0.00		\$0.00	1	\$7,500.00	\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8							\$0.00		\$0.00		\$0.00	\$0.00
9									\$0.00			\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subtotal =					\$0.00		\$0.00		\$0.00		\$7,500.00	\$0.00

TASKS/WBS (6-10)											
ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	CPTs and Lab Testing		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

TASKS/WBS (11-15)											
ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	CPTs and Lab Testing		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals =											\$0.00

TASKS/WBS (16-20)												
ODC Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Totals
1	Description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
4	Survey/Topo/DTM/R.O.W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
6	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1
7	CPTs and Lab Testing		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$7,500.00

Contract No.:	G1496.0-13
Work Order No.:	13.12
Attachment:	B

Consultant/Sub-consultant: **Mitchell J Architecture**
Task Order Title: **Fashion Valley Transit Center Elevator and Stairwell Improvements**

Total Hours =	884
Total Costs =	\$113,920.00

[illegible]

ATTACHMENT B
Task Order Estimate
Hourly Breakdown

[illegible]

Task Order Estimate
Other Direct Costs

Att. A, AI 8, 6/2/16

Consultant/ Subconsultant: Mitchell J Architecture
Task Order Title: Fashion Valley Transit Center Elevator and Stairwell Improvements

Contract No: G1496.0-13
Task Order No: 13.12
Attachment: B

ODC Item	Description	Unit	Unit Cost	Admin		Surveying		Engineering		Engineering		Quantity	Total
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total		
1	Reproduction		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$50.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R O W				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Preliminary Title Report		\$750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8							\$0.00		\$0.00		\$0.00		\$0.00
9													\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

ODC Item	Description	TASKS/WBS (6-10)		TASKS/WBS (6-10)		TASKS/WBS (6-10)		TASKS/WBS (6-10)		TASKS/WBS (6-10)	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R O W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Preliminary Title Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

ODC Item	Description	TASKS/WBS (11-15)		TASKS/WBS (11-15)		TASKS/WBS (11-15)		TASKS/WBS (11-15)		TASKS/WBS (11-15)	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3	Survey/Topo/DTM/R O W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6	Preliminary Title Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals =											\$0.00

ODC Item	Description	TASKS/WBS (16-20)		TASKS/WBS (16-20)		TASKS/WBS (16-20)		TASKS/WBS (16-20)		TASKS/WBS (16-20)		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Description		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Reproduction		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	Transit		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	Survey/Topo/DTM/R O W		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Traffic Analysis		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	Transportation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	Preliminary Title Report		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Totals =											\$0.00		\$0.00

NOTICE OF EXEMPTION

TO:	FROM: San Diego Metropolitan Transit System (Lead Agency)
<input type="checkbox"/> Office of Planning and Research P. O. Box 3044, Room 113 Sacramento, CA 95812-3044	
<input checked="" type="checkbox"/> Clerk of the Board of Supervisors or County Clerk County of: San Diego	Address: 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

1. Project Title:	Fashion Valley Station Second Elevator Project
2. Project Applicant:	San Diego Metropolitan Transit System (lead agency)
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	1205 Fashion Valley Road, San Diego, CA 92108(see attached map)
4. (a) Project Location – City: San Diego	(b) Project Location – County: San Diego
5. Description of nature, purpose, and beneficiaries of Project:	On June 16, 2016, the San Diego Metropolitan Transit System ("MTS") approved the Fashion Valley Station Second Elevator Project ("Project"). The Fashion Valley Trolley Station is one of MTS' most highly traveled stations with more than 6,000 passengers per day. In order to continue servicing the increased number of passengers, an additional elevator is needed for supplementing peak travel periods and also for maintenance of the existing elevator. The existing stairwell will be relocated to accommodate the additional elevator within the existing station footprint. All modifications to the station, and associated construction staging, would occur within the existing station footprint and would have no adverse effects to traffic circulation.
6. Name of Public Agency approving project:	San Diego Metropolitan Transit System

7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	San Diego Metropolitan Transit System
8. Exempt status: (check one)	
(a) <input type="checkbox"/> Ministerial project.	
(b) <input type="checkbox"/> Not a project.	
(c) <input type="checkbox"/> Emergency Project.	
(d) <input checked="" type="checkbox"/> Categorical Exemption. State type and section number:	Class 1, State CEQA Guidelines, § 15301 (existing facilities) Class 2, State CEQA Guidelines, § 15302 (replacement or reconstruction) Class 3, State CEQA Guidelines, § 15303 (new construction) Class 11, State CEQA Guidelines, § 15311 (accessory structures)
(e) <input type="checkbox"/> Declared Emergency.	
(f) <input checked="" type="checkbox"/> Statutory Exemption. State Code section number:	Pub. Resources Code, § 21080 (b)(10)
(g) <input type="checkbox"/> Other. Explanation:	
9. Reason why project was exempt:	<p>The Project is categorically exempt under Class 1 because it consists of the minor alteration of existing public structures, facilities, and topographical features involving negligible or no expansion of use to meet accessibility and public safety requirements (i.e., addition of new elevator shaft and stair replacement). (14 Cal. Code Regs., § 15301.)</p> <p>The Project is categorically exempt under Class 2 because it consists of the replacement or reconstruction of existing structures and facilities where the new structure (i.e. elevator shaft and stair replacement) will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. (14 Cal. Code Regs., § 15302.)</p> <p>The Project is categorically exempt under Class 3 because it consists of the construction and location of limited numbers of new, small facilities and structures. (14 Cal. Code Regs., § 15303.) The Project includes an increase in the number of on-site elevators from one (1) to two (2) and will be similar in size.</p> <p>The Project is categorically exempt under Class 11</p>

	<p>because it consists of the replacement of minor structures accessory to existing institutional facilities which include stair modification. (14 Cal. Code Regs., § 15311.)</p> <p>Lastly, the Project is statutorily exempt because it consists of the modernization of an existing station and parking facilities that would facilitate the increase of passenger or commuter services on rail or highway rights-of-way already in use. (Pub. Resources Code, § 21080, subd. (b)(10).) The Project would increase the number of elevators that provide access to the existing trolley station.</p>
10. Lead Agency Contact Person:	Michael Diana
Telephone:	(619) 595-1021
11. If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing. N/A	
12. Has a Notice of Exemption been filed by the public agency approving the project? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>	
13. Was a public hearing held by the lead agency to consider the exemption? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, the date of the public hearing was: June 16, 2016	

Signature: _____ Date: _____

Title: _____

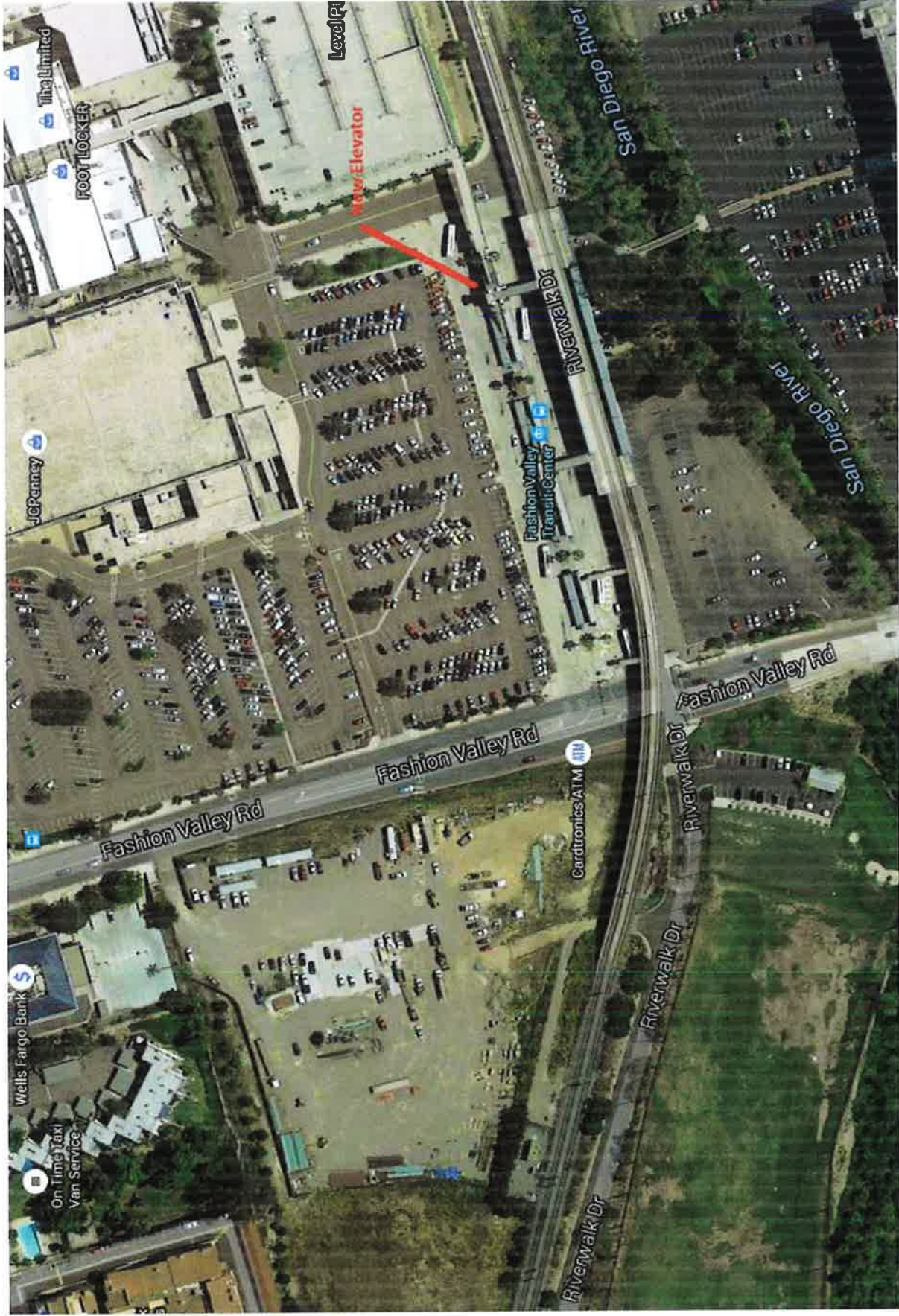
☐ ☐ Signed by Lead Agency ☐ ☐ Signed by Applicant

Date Received for Filing: _____

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21100, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.





1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

TRANSIT ON BOARD VIDEO SURVEILLANCE SYSTEM POST-WARRANTY
MAINTENANCE, REPAIR, AND SUPPORT SERVICES – SOLE SOURCE CONTRACT
AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0645.0-16 (in substantially the same format as Attachment A), with Apollo Video Technology (Apollo), on a sole source basis, for the provision of post-warranty maintenance, repair and support services for the MTS bus fleet On Board Video Surveillance System (OBVSS) for two (2) base years with an option to extend for an additional three (3) years.

Budget Impact

The value of this agreement will not exceed \$2,941,760.01 and is funded by Transit Security Grant Program (TSGP) funding project 10070050. The annual amounts are as follows:

	Service Contract	Software Maintenance	Parts	Total
Year 1	\$ 123,786.00	\$ -	\$ 259,780.00	\$ 383,566.00
Year 2	\$ 136,643.00	\$ 31,440.00	\$ 314,163.20	\$ 482,246.20
Year 3 (Option yr 1)	\$ 170,442.00	\$ 46,366.00	\$ 371,477.32	\$ 588,285.32
Year 4 (Option yr 2)	\$ 211,008.00	\$ 46,750.00	\$ 419,007.38	\$ 676,765.38
Year 5 (Option yr 3)	\$ 267,260.00	\$ 61,290.00	\$ 482,347.11	\$ 810,897.11
Total	\$ 909,139.00	\$ 185,846.00	\$ 1,846,775.01	\$ 2,941,760.01



DISCUSSION:

In July 2010, the MTS Board of Directors authorized the award of MTS Doc No. B0521.0-09 to Apollo for the purchase and installation of OBVSS for its bus fleet. This initial outfitting included the acquisition, set-up and implementation of the necessary equipment, supporting back-office systems and transit site wireless network for MTS transit buses. The agreement also included a 3-year warranty on parts, labor and workmanship which became effective upon acceptance of each installation. The warranty began expiring on initial installs in August 2013 and fully expired in September 2015. Currently MTS has a maintenance services agreement that expires on June 30, 2016. This new proposed agreement will continue to cover the same services for another five years.

In addition, new buses purchased from 2013 to present, which also include a 3-year warranty on parts, labor and workmanship, and will be expiring during the term of this new agreement, shall be added into said agreement upon warranty expiration.

The MTS ADA and Minibus fleet was recently equipped with Apollo camera systems in September 2015 under MTS Doc No. B0521.8-09 and will also fall out of warranty during the last two option years of said service agreement. If MTS chooses to exercise the option years within this agreement, the ADA and Minibus fleet shall also be added and covered.

This is a sole-source procurement. The current system is neither supported nor serviced by any existing after-market sources as the original contractor, Apollo, has exclusive rights to the program and codes used to build the system's operating software. As such, it is not anticipated that holding a competitive procurement will result in any benefit to MTS. However, in an effort to keep costs down, MTS will procure and refurbish hard drives in-house and provide them to Apollo for replacement into the fleet. All other parts will be supplied by Apollo on an as-needed basis and MTS shall be invoiced upon component replacement. Billing for parts upon usage versus having a fixed-parts rate per vehicle resulted in a cost savings for MTS of \$561,320 (an initial proposal of \$3,503,080.01 to a Best and Final Offer of \$2,941,760.01). The costs are in-line with the increasing post warranty services and aging fleet, and will cover all repair, maintenance and support including vandalism and wear and tear due to road conditions. Thus, staff has determined that the price proposal is fair and reasonable and is to the best advantage of MTS.

Therefore, staff recommends that MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0645.0-16 (in substantially the same format as Attachment A), with Apollo, on a sole source basis, for the provision of post-warranty maintenance, repair and parts support services for the MTS bus fleet OBVSS for two (2) base years with an option to extend for an additional three (3) years.



Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft MTS Doc. No. B0645.0-16
B. Apollo Quotation Pricing

STANDARD SERVICES AGREEMENT

B0645.0-16
CONTRACT NUMBER

DRAFT

10070050
FILE NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Apollo Video TechnologyAddress: 24000-35th Avenue SEForm of Business: CorporationBothell, WA 98021

(Corporation, partnership, sole proprietor, etc.)

Telephone: (425) 483-7100Email Address: Tom.Gardner@apollovideo.comAuthorized person to sign contracts: Rodell Notbohm
NameCEO
Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide transit onboard video surveillance system post warranty maintenance, repair and support services per the Scope of Work (attached as Exhibit A), Apollo's proposal dated __ (attached as Exhibit B) and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C).

The contract term is two (2) base years and three (3) 1-year option terms, exercisable at MTS' sole discretion, for a total of five years. Base period shall be effective July 1, 2016 through June 30, 2018; and option years shall be effective July 1, 2018 through June 30, 2021, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$865,812 for the base year and \$2,075,947.81 for the option years, for a total not to exceed \$2,941,760.01 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$865,812.20	10070050	FY 17 - 18

By: _____
Chief Financial Officer
(_____ total pages, each bearing contract number)

Date
SA-SERVICES REVISED (REV 10-15) DATE



Attachment B B0645.0-16 - TRANSIT OBVSS POST WARRANTY Att. B, AI 9, 6/9/16 MAINTENANCE, REPAIR, AND SUPPORT SERVICES

Quotation #: 160405D

Date: 5/16/2016
Payment Terms: Net 30 w/ Signed PO
Shipping Terms: FOB Origin

Bill to: San Diego Metropolitan Transit System
1255 Imperial Avenue, Ste 1000
San Diego CA 92101

Line	Qty	Model	Description	Unit Price	Ext. Price
Service Contract:					
1	414	-	SERVICE CONTRACT, YEAR 1 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$299.00	\$123,786.00
2	457	-	SERVICE CONTRACT, YEAR 2 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$299.00	\$136,643.00
3	557	-	SERVICE CONTRACT, YEAR 3 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$306.00	\$170,442.00
4	672	-	SERVICE CONTRACT, YEAR 4 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$314.00	\$211,008.00
5	830	-	SERVICE CONTRACT, YEAR 5 Annual Gold Service Contract, to meet MTS Doc. B0645.0-16 Bus OBVSS Maintenance & Repair Services - Dated 02.18.16. (Unit Price is Per Vehicle, per Year -Based Upon Quantity of Vehicles, Minimum Purchase Required)	\$322.00	\$267,260.00
Subtotal, 5 Year Contract:					\$909,139.00

VIM Software Maintenance:

YEAR 1:					
5	2	AVT-ViM-M-500	ViM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
7	2	AVT-ViM-M-500	ViM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
YEAR 2:					
8	2	AVT-ViM-M-500	ViM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
9	2	AVT-ViM-M-500	ViM Software Maintenance for Fleets of 500 Vehicles or Less (Unit Price is per year, per Module)	\$15,720.00	\$31,440.00
YEAR 3:					
10	2	AVT-ViM-M-750	ViM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
11	2	AVT-ViM-M-750	ViM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	\$23,183.00	\$46,366.00
YEAR 4:					
12	2	AVT-ViM-M-750	ViM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
13	2	AVT-ViM-M-750	ViM Software Maintenance for Fleets of 750 Vehicles or Less (Unit Price is per year, per Module)	\$23,375.00	\$46,750.00
YEAR 5:					
14	2	AVT-ViM-M-1000	ViM Software Maintenance for Fleets of 1,000 Vehicles or Less (Unit Price is per year, per Module)	No Charge*	No Charge*
15	2	AVT-ViM-M-1000	ViM Software Maintenance for Fleets of 1,000 Vehicles or Less (Unit Price is per year, per Module)	\$30,845.00	\$61,290.00
Subtotal, 5 Year Software Maintenance:					\$185,846.00



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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

TAXICAB ADVISORY COMMITTEE LEASE DRIVER MEMBER ELECTION RESULTS

RECOMMENDATION:

That the Board of Directors approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.

Budget Impact

None.

DISCUSSION:

Beginning Monday, April 25, 2016 through Wednesday, April 27, 2016, 9:00 a.m. to 4:00 p.m. each day, the MTS Taxicab Administration held an election for taxicab lease drivers nominated to become members of the MTS Taxicab Advisory Committee. Candidates apply through a self-nomination process.

MTS Taxicab Administration staff, the MTS Internal Auditor, and impartial observers, Mr. Alor Calderon - Employee Rights Center, Mr. Steve Rivera - Interfaith Center for Worker Justice, and the Vote Validation Subcommittee (comprised of current Taxicab Advisory Committee member Mr. Tony Hueso), met on April 28, 2016, to confirm the validity of the ballots and count the votes. Mr. Kamran Hamidi and Mr. Akbar Majid were originally selected as part of the Vote Validation Subcommittee, but did not attend. There were no alternates for Mr. Hamidi or Mr. Majid.

Based on the current Taxicab Advisory Committee Guidelines, five seats are available for taxicab lease drivers. Six candidates were considered by lease driver voters. Accordingly, staff and subcommittee findings determined that the following lease drivers received the most votes and are eligible for appointment by the MTS Board to the



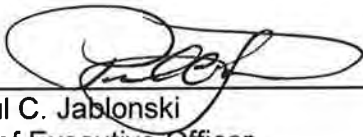
Taxicab Advisory Committee for the next three-year term, beginning June 15, 2016 and ending in 2019.

The five lease driver candidates with the highest number of votes:

NAME	VOTES
Alfred Banks	26
Able Seifu	25
Tarek Afifi	21
Mohamed Mumin Omar	17
Margo Tanguay	8

Upon Board approval, the winners of each category will be notified and invited to attend the next Taxicab Advisory Committee, scheduled for June 15, 2016.

In addition, the organizations with representatives currently serving on the Taxicab Advisory Committee have all agreed to maintain a representative on the committee, with the exception of the San Diego Tourism Authority. This position will be listed as vacant. Therefore, for quorum purposes, the full membership total of the TAC will be 16 members, and 9 members will be required for any meeting to take place.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.7034, sharon.cooney@sdmts.com

Attachments: A. Staff Vote Count
B. TAC Subcommittee Memo of Validation
C. Taxicab Advisory Committee Guidelines



Att. A, AI 10, 6/9/16

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METROPOLITAN TRANSIT SYSTEM
2016 TAXICAB ADVISORY COMMITTEE LEASE DRIVER ELECTION VOTE COUNT

TAXICAB LEASE DRIVER NOMINEES

LEASE DRIVER NOMINEE NAME	VOTE COUNT
Mr. Tarek Afifi	21
Mr. Alfred Banks	26
Mr. Mohamed Mumin Omar	17
Mr. Able Seifu	25
Ms. Margo Tanguay	8
Mr. David Tasem	7


Tony Hueso
Taxicab Owner/USA Cab LTD

Akbar Majid
Taxicab Owner/SDYC Holdings, LLC


Toufic Tabshouri
MTS Internal Auditor

Date: 4/28/2016

KFoster/Taxicab
Taxicab Advisory Committee/Vote Count
F-LEASE DRIVER.BALLOT



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Memorandum

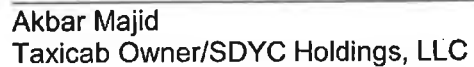
TAXI 585.3, 585.11

DATE: April 28, 2016
TO: Metropolitan Transit System Board of Directors
FROM: Bill Kellerman, Taxicab Administration Manager
SUBJECT: VALIDATION AFFIRMATION

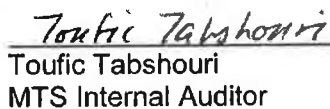
The undersigned members of the Metropolitan Transit System Taxicab Advisory Committee Vote Validation Subcommittee attest and affirm by their signature affixed below that:

- they were present when the Vote Validation Subcommittee met at the offices of the MTS Taxicab Administration on Thursday, April 28, 2016;
- they reviewed and validated the ballots and did a vote count for each of the individuals nominated for service on the MTS Taxicab Advisory Committee; and
- they agreed and confirmed that the rank order of candidates in accordance with the vote count is accurate.


Tony Hueso
Taxicab Owner/USA Cab LTD


Akbar Majid
Taxicab Owner/SDYC Holdings, LLC

Verified by:


Toufic Tabshouri
MTS Internal Auditor

Date: 4/28/2016

KFoster/Taxicab/Comm-Subcomm./Taxicab Comm.
M-2016 LEASE DRIVER ELEC. VAL. AFFIRM.



Metropolitan Transit System (MTS) is a California public agency and is comprised of San Diego Transit Corporation and San Diego Trolley, Inc. nonprofit public benefit corporations, in cooperation with Chula Vista Transit and National City Transit. MTS is the taxicab administrator for eight cities and the owner of the San Diego and Arizona Eastern Railway Company. MTS 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.



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METROPOLITAN TRANSIT SYSTEM TAXICAB ADVISORY COMMITTEE GUIDELINES

TAXI 585.3

1 PURPOSE

The Taxicab Advisory Committee's purpose is to:

- 1.1 Provide feedback on taxicab matters destined for Board action;
- 1.2 Review summaries of administrative hearing officer decisions concerning taxicab owner and driver penalties;
- 1.3 Discuss taxicab owners'/drivers' written grievances;
- 1.4 Review summaries of complaints concerning taxicab service;
- 1.5 Review vehicle inspection criteria, process, results, and rankings;
- 1.6 Review the Chief Executive Officer's Annual Fee Schedule; and
- 1.7 Comment on MTS's work program concerning taxicab matters.

2 MEMBERSHIP

Seventeen members are appointed as follows:

- 2.1 One representative of the MTS Board of Directors appointed on an annual basis, who will be designated by the MTS Board of Directors to serve as Chairman of the Taxicab Advisory Committee.
- 2.2 One member appointed by the San Diego Tourism Authority, the San Diego County Regional Airport Authority, San Diego Convention Center, San Diego Travelers Aid Society, and two members from the Hotel Industry, each serving a three-year term.
- 2.3 Five taxicab owners with at least three years' experience and in good standing, each serving a three-year term, elected by taxicab owners, divided as follows:



Metropolitan Transit System (MTS) is a California public agency and is comprised of San Diego Transit Corporation and San Diego Trolley, Inc. nonprofit public benefit corporations, in cooperation with Chula Vista Transit and National City Transit. MTS is the taxicab administrator for eight cities and the owner of the San Diego and Arizona Eastern Railway Company. MTS 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.

- a. Two seats are designated for representation of owners of one to three taxicabs;
and,
 - b. Three seats are designated for representation of owners of four or more taxicabs.
- 2.4 Five taxicab lease drivers in possession of a San Diego Sheriff's Department-issued Taxicab Driver Identification Card valid in the MTS areas of jurisdiction, being in good standing with the Sheriff's Licensing Division, and currently serving as a driver for at least three years leading up to the election. The election shall comply with the following guidelines:
- a. Lease driver representatives shall be elected by licensed drivers operating in MTS areas of jurisdiction.
 - b. Lease driver representative elections shall take place every three years at the same time as the owner representative elections.
 - c. Both owners and lease driver representatives shall meet the eligibility requirements at all times while serving on the Taxicab Advisory Committee.
- 2.5 A taxicab owner member unable to attend a meeting may appoint an alternate from the same or similarly sized company to attend in his or her absence.
- 2.6 A taxicab driver unable to attend a meeting may appoint a driver with a similar experience level (within 2 years), not less than three years, to attend in his, or her, absence.
- 2.7 The Taxicab Advisory Committee shall make an interim appointment if a member's seat becomes vacant within the three-year term.
- 2.8 The Vice Chairman will be the representative for the San Diego Tourism Authority.
- 2.9 One non-voting member will be appointed by the County of San Diego's Department of Agriculture, Weights and Measures.
- 2.10 One non-voting member will be appointed by the County of San Diego Sheriff's Department.

3 MEETINGS

- 3.1 Taxicab Advisory Committee meetings are subject to the provisions of the Ralph M. Brown Act, California Government Code, Section 54950, et. seq.
- 3.2 Taxicab Advisory Committee meetings will be held quarterly at the offices of MTS.
- 3.3 The agenda for each meeting will be posted in the MTS lobby.
- 3.4 The agenda, backup materials, and minutes of the previous meeting will be sent to each member ten calendar days in advance of the meetings.

3.5 The Chairman may call special meetings, as necessary.

3.6 Fifty-one percent attendance is a quorum to hold a meeting.

4 VOTING

4.1 Each member of the Taxicab Advisory Committee has an equal vote.

4.2 Fifty-one percent of the votes of those in attendance will approve an item.

4.3 A roster of the Taxicab Advisory Committee members who voted will be provided to the MTS Board of Directors, along with the item, for MTS Board action on an agenda item.

5 APPROVAL

5.1 These Guidelines were revised by the MTS Board of Directors on January 14, 2016.

5.2 The MTS CEO shall have the authority to implement additional procedures to carry out elections and maintain regular and orderly meetings of the Taxicab Advisory Committee.



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

TAXICAB ADVISORY COMMITTEE PERMIT HOLDER MEMBER ELECTION
RESULTS

RECOMMENDATION:

That the Board of Directors approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.

Budget Impact

None.

DISCUSSION:

On April 27, 2016, ballots listing the nominees were mailed to all current taxicab permit holders, and completed ballots were received until 4:00 p.m. on May 11, 2016. Candidates apply through a self-nomination process.

MTS Taxicab Administration staff, the MTS Internal Auditor, impartial observers, Mr. Steve Rivera - Interfaith Center for Worker Justice, Mr. Houshang Nahavandian - ESM Corporation and Mr. Tony Hueso – USA Cab, Ltd., met on May 12, 2016 to count and tally the votes.

On May 13, 2016, MTS Taxicab Administration staff, the MTS Internal Auditor, and the Vote Validation Subcommittee (comprised of current Taxicab Advisory Committee members Mr. Tony Hueso and Mr. Akbar Majid), met to confirm the validation of the staff's vote count. Mr. Kamran Hamidi was originally selected as part of the Vote Validation Subcommittee, but did not attend. There was no alternate for Mr. Hamidi.



Based on the current Taxicab Advisory Committee Guidelines, five seats are available for taxicab permit holders. Three seats are designated for representation of permit holders of four or more taxicabs. Five candidates were considered by permit holder voters. Two seats are designated for representation of permit holders of one to three taxicabs. Twelve candidates were considered by permit holder voters. Accordingly, staff and subcommittee findings determined that the following permit holders received the most votes in their category and are eligible for appointment by the MTS Board to the Taxicab Advisory Committee for the next three-year term, beginning June 15, 2016 and ending in 2019.

Category One - Permit Holders of four or more taxicabs:
(Category One will now be referred to as Category b.)

NAME	VOTES
Antonio Hueso	77
Medhanie Weldegiorgis	77
George Abraham	52

Category Two - Permit Holders of one to three taxicabs:
(Category Two will now be referred to as Category a.)

NAME	VOTES
Akbar Majid	73
Nasser Tehrani	67

Upon Board approval, the winners of each category will be notified and invited to attend the next Taxicab Advisory Committee, scheduled for June 15, 2016.

In addition, the organizations with representatives currently serving on the Taxicab Advisory Committee have all agreed to maintain a representative on the committee, with the exception of the San Diego Tourism Authority. This position will be listed as vacant. Therefore, for quorum purposes, the full membership total of the TAC will be 16 members, and 9 members will be required for any meeting to take place.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.7034, sharon.cooney@sdmts.com

Attachments: A. Staff Vote Count (Category 1 & Category 2)
B. TAC Subcommittee Memo of Validation
C. Taxicab Advisory Committee Guidelines



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CATEGORY ONE CANDIDATES
(Holder of four or more permits)

Date: May 12, 2016

NOMINEE NAME	COMPANY NAME	TOTAL VOTE COUNT
GEORGE ABRAHAM	ERITREAN CAB	52
KASSAHUN DESTA	SILVER TAXI	6
ANTONIO HUESO	USA CAB	77
HOUSHANG NAHAVANDIAN	AMERICAN CAB	47
MEDHANIE WELDEGIORGIS	CHASE TAXI	77

Houshang Nahavandian
Taxicab Owner/ESM Corporation

Tony Hueso
Taxicab Owner/USA Cab LTD

Steve Rivera
Center for Worker Justice

Verified by:

Toufic Tabshouri
MTS Internal Auditor





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CATEGORY TWO CANDIDATES

(Holder of three or fewer permits)

Date: May 12, 2016

NOMINEE NAME	COMPANY NAME	TOTAL VOTE COUNT
CHRISTOPHER AGOH	ECONOMY CAB	31
ABEBE ANTALLO	ABE CAB	23
TESHALE AREFAINE	TESHALE CAB	0
JOSE AREVALO	LEE CAB	0
KAMRAN HAMIDI	V.I.P. TAXI	9
CAMERON HARATIAN	P.B. CAB	22
AKBAR MAJID	YELLOW CAB	73
NASSER TEHRANI	N.A.T. CAB CO.	67
KIDANE WELDEMICHAEL	LOOP CAB	3
SAYED YASIN	SAYED CAB	1
ALEM ZEBIB	SENAFE CAB	3
BEYENE ZEWDIE	BEYENE CAB	0

Houshang Nahavandian
Taxicab Owner/ESM Corporation

Steve Rivera

Center for Worker Justice

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Tony Hueso
Taxicab Owner/USA Cab LTD

Verified by:

Toufic Tabshouri

MTS Internal Auditor





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

Memorandum

TAXI 585.3, 585.11

DATE: May 13, 2016
TO: Metropolitan Transit System Board of Directors
FROM: Bill Kellerman, Taxicab Administration Manager
SUBJECT: VALIDATION AFFIRMATION

The undersigned members of the Metropolitan Transit System Taxicab Advisory Committee Vote Validation Subcommittee attest and affirm by their signature affixed below that:

- they were present when the Vote Validation Subcommittee met at the offices of the MTS Taxicab Administration on Friday, May 13, 2016;
- they reviewed and validated the ballots and did a vote count for each of the individuals nominated for service on the MTS Taxicab Advisory Committee; and
- they agreed and confirmed that the rank order of candidates in accordance with the vote count is accurate.

Kamran Hamidi
Taxicab Owner/V.I.P. Taxi

Tony Hueso
Taxicab Owner/USA Cab LTD

Akbar Majid
Taxicab Owner/SDYC Holdings, LLC

Verified by:

Toufic Tabshouri
MTS Internal Auditor

Date: 5/13/2016

KFoster/Taxicab/Comm-Subcomm
M-2016 PERMIT HOLDER ELEC.VAL.AFFIRM



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METROPOLITAN TRANSIT SYSTEM TAXICAB ADVISORY COMMITTEE GUIDELINES

TAXI 585.3

1 PURPOSE

The Taxicab Advisory Committee's purpose is to:

- 1.1 Provide feedback on taxicab matters destined for Board action;
- 1.2 Review summaries of administrative hearing officer decisions concerning taxicab owner and driver penalties;
- 1.3 Discuss taxicab owners'/drivers' written grievances;
- 1.4 Review summaries of complaints concerning taxicab service;
- 1.5 Review vehicle inspection criteria, process, results, and rankings;
- 1.6 Review the Chief Executive Officer's Annual Fee Schedule; and
- 1.7 Comment on MTS's work program concerning taxicab matters.

2 MEMBERSHIP

Seventeen members are appointed as follows:

- 2.1 One representative of the MTS Board of Directors appointed on an annual basis, who will be designated by the MTS Board of Directors to serve as Chairman of the Taxicab Advisory Committee.
- 2.2 One member appointed by the San Diego Tourism Authority, the San Diego County Regional Airport Authority, San Diego Convention Center, San Diego Travelers Aid Society, and two members from the Hotel Industry, each serving a three-year term.
- 2.3 Five taxicab owners with at least three years' experience and in good standing, each serving a three-year term, elected by taxicab owners, divided as follows:



Metropolitan Transit System (MTS) is a California public agency and is comprised of San Diego Transit Corporation and San Diego Trolley, Inc. nonprofit public benefit corporations, in cooperation with Chula Vista Transit and National City Transit. MTS is the taxicab administrator for eight cities and the owner of the San Diego and Arizona Eastern Railway Company. MTS 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

- a. Two seats are designated for representation of owners of one to three taxicabs;
and,
 - b. Three seats are designated for representation of owners of four or more taxicabs.
- 2.4 Five taxicab lease drivers in possession of a San Diego Sheriff's Department-issued Taxicab Driver Identification Card valid in the MTS areas of jurisdiction, being in good standing with the Sheriff's Licensing Division, and currently serving as a driver for at least three years leading up to the election. The election shall comply with the following guidelines:
- a. Lease driver representatives shall be elected by licensed drivers operating in MTS areas of jurisdiction.
 - b. Lease driver representative elections shall take place every three years at the same time as the owner representative elections.
 - c. Both owners and lease driver representatives shall meet the eligibility requirements at all times while serving on the Taxicab Advisory Committee.
- 2.5 A taxicab owner member unable to attend a meeting may appoint an alternate from the same or similarly sized company to attend in his or her absence.
- 2.6 A taxicab driver unable to attend a meeting may appoint a driver with a similar experience level (within 2 years), not less than three years, to attend in his, or her, absence.
- 2.7 The Taxicab Advisory Committee shall make an interim appointment if a member's seat becomes vacant within the three-year term.
- 2.8 The Vice Chairman will be the representative for the San Diego Tourism Authority.
- 2.9 One non-voting member will be appointed by the County of San Diego's Department of Agriculture, Weights and Measures.
- 2.10 One non-voting member will be appointed by the County of San Diego Sheriff's Department.

3 MEETINGS

- 3.1 Taxicab Advisory Committee meetings are subject to the provisions of the Ralph M. Brown Act, California Government Code, Section 54950, et. seq.
- 3.2 Taxicab Advisory Committee meetings will be held quarterly at the offices of MTS.
- 3.3 The agenda for each meeting will be posted in the MTS lobby.
- 3.4 The agenda, backup materials, and minutes of the previous meeting will be sent to each member ten calendar days in advance of the meetings.

- 3.5 The Chairman may call special meetings, as necessary.
- 3.6 Fifty-one percent attendance is a quorum to hold a meeting.

4 VOTING

- 4.1 Each member of the Taxicab Advisory Committee has an equal vote.
- 4.2 Fifty-one percent of the votes of those in attendance will approve an item.
- 4.3 A roster of the Taxicab Advisory Committee members who voted will be provided to the MTS Board of Directors, along with the item, for MTS Board action on an agenda item.

5 APPROVAL

- 5.1 These Guidelines were revised by the MTS Board of Directors on January 14, 2016.
- 5.2 The MTS CEO shall have the authority to implement additional procedures to carry out elections and maintain regular and orderly meetings of the Taxicab Advisory Committee.



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

PORTABLE TOILET RENTAL SERVICES - CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1881.0-16 (in substantially the same format as Attachment A), with Diamond Environmental, for the provision of Portable Toilet Rental Services for five years effective July 1, 2016 through June 30, 2021.

Budget Impact

The value of this Agreement will not exceed \$691,208.00 and will be funded through the San Diego Transit Corp. (SDTC) and San Diego Trolley Inc. (SDTI) transportation department's annual operating budget for each fiscal year as follows:

Year	Period	Budget GL Account	Budget Amount
Year 1	July 1, 2016- June 30, 2017	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 2	July 1, 2017- June 30, 2018	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 3	July 1, 2018- June 30, 2019	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 4	July 1, 2019- June 30, 2020	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Year 5	July 1, 2020- June 30, 2021	380016-536600 (SDTI) 201014-571250 (SDTC)	138,241.60
Grand Total:			\$ 691,208.00



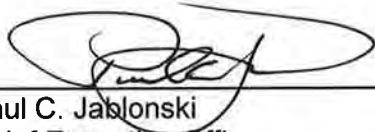
DISCUSSION:

MTS provides approximately twenty (20) portable toilets for bus drivers, train operators, security officers and other staff whose assignments are not currently within proximity to MTS restroom facilities. The portable toilets are at various locations throughout MTS's service area. The number of portable toilets increases periodically during Charger games, Rock and Roll Marathon, La Mesa Oktoberfest, special constructions projects, and other special events.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements exceeding \$100,000.

On March 29, 2016 staff issued an Invitation for Bids (IFB) requesting proposals for portable toilet rental services. A single responsive bid was received from Diamond Environmental on the due date of April 21, 2016. To ascertain that the solicitation was properly published and to ensure that its contents were not restrictive, staff conducted a post-bid survey of potential bidders who chose not to respond. Based on the response received, competition was adequate and the reasons for a limited response were caused by conditions beyond MTS's control. In addition, staff performed a detailed price analysis and Diamond Environmental's price was determined to be fair and reasonable based on a comparison with MTS's Independent Cost Estimate and past procurement history for similar services (see Attachment B).

Therefore, MTS staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G1881.0-16 (in substantially the same format as Attachment A), with Diamond Environmental, for the provision of Portable Toilet Rental Services for five years effective July 1, 2016 through June 30, 2021.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.7034, sharon.cooney@sdmts.com

Attachments: A. Draft MTS Doc. No.G1881.0-16
B. Cost Analysis

ATTACHMENT A

DRAFT

**STANDARD SERVICES AGREEMENT
FOR
RADIO COMMUNICATION AND SUPPORT SERVICES**

**G1881.0-16
CONTRACT NUMBER**

**OPS 970.4
FILE/PO NUMBER(S)**

THIS AGREEMENT is entered into this _____ day of _____, 2016, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Diamond Environmental Services Address: 807 E. Mission Rd.

Form of Business: Corporation San Marcos CA 92069

(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 760 744-7191

Authorized person to sign contracts: Tanno Gomolka Sales Manager
Name Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish MTS services and materials, as follows:

Portable toilet services for a five year period as specified in the scope of work (attached as Exhibit A), the Bid Summary (attached as Exhibit B), Standard Services Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

The contract period of performance shall be Effective July 1, 2016 through June 30, 2021. The total amount of this contract shall not exceed \$691,208.00.00 including California sales tax without prior written approval from MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Paul C. Jablonski, Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 691,208.00	201014-571250 380016-536600	FY 16-21

By: _____
Chief Financial Officer

(_____ total pages, each bearing contract number)

Purchasing Department
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
619.231.1466 FAX 619.696.7084

ATTACHMENT "B"
COST ANALYSIS

PORTABLE TOILET RENTAL SERVICES
MTS DOC. NO. G1881.0-16

PORTABLE TOILET RENTAL SERVICES	DIAMOND ENVIRONMENTAL	MTS
<i>BID PRICE</i>	\$ 691,208.00	N/A
<i>INDEPENDENT COST ESTIMATE</i>	N/A	\$ 821,930.50

The difference between Diamond Environmental bid price and MTS's independent cost estimate is 15.9 percent lower by comparison.



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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

APPROVAL TO CLOSE SEVEN (7) J.P. MORGAN CHASE & CO. BANK ACCOUNTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve staff's recommendation to close seven (7) J.P. Morgan Chase & Co. bank accounts to consolidate bank activity.

Budget Impact

None.

DISCUSSION:

With the implementation of SAP, the San Diego Metropolitan Transit System (MTS) was able to consolidate their bank activity, through J.P. Morgan Chase & Co., from twelve bank accounts to five bank accounts.

As indicated within Attachment A, MTS will continue to have a concentration bank account that houses all funds. Under this umbrella account, MTS will maintain a primary account that is used for operating activities for MTS, San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), Taxicab Operations, and San Diego & Arizona Eastern (SD&AE). In addition, MTS has a designated account for payroll, workers compensation, and credit card activities. These four accounts are zero balance accounts (ZBA) and the money is swept nightly in and out of the concentration account into these accounts to satisfy any checks issued or deposits received.

Attachment B represents the current banking structure. As all outstanding checks and deposits have cleared the bank (relating to the previous MTS financial systems), the accounts staff is requesting to close the SDTC primary account, SDTC payroll account,



SDTC workers compensation account, SDTI primary account, SDTI payroll account, SDTI workers compensation account, and the Transdev farebox account.

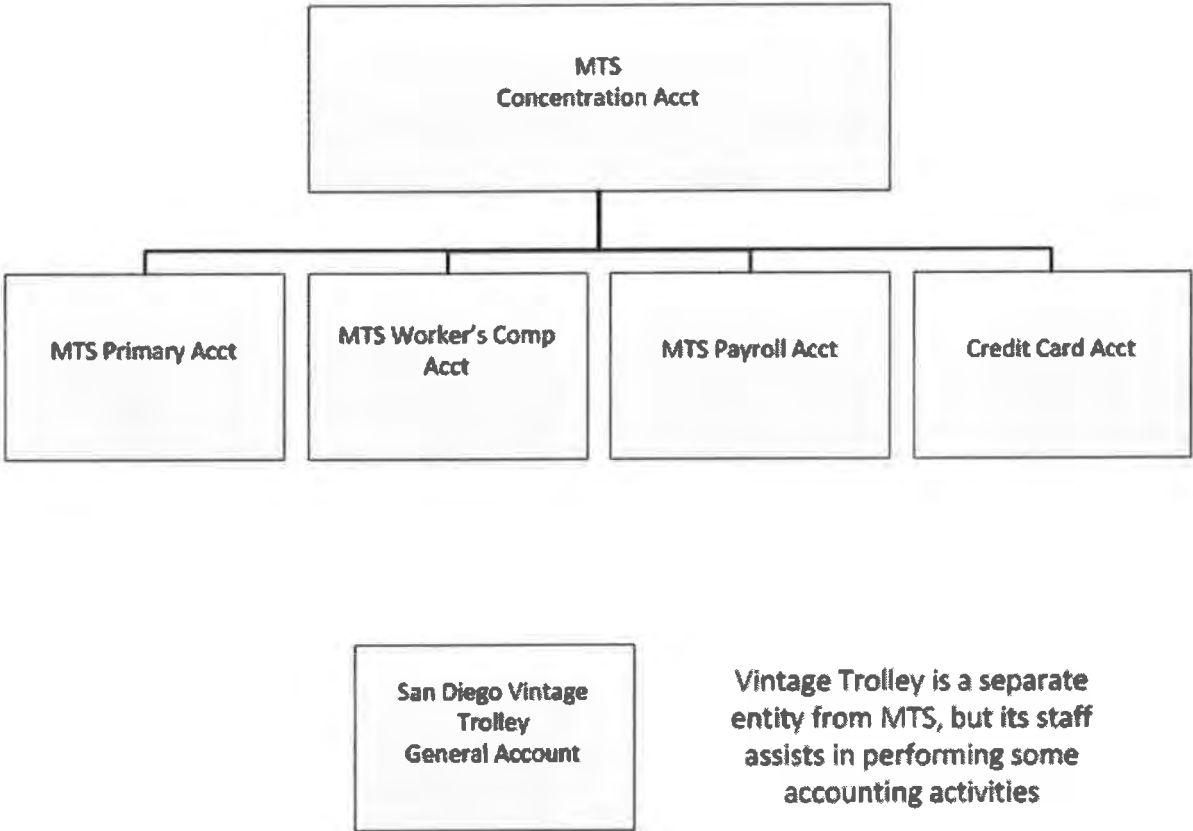


Paul C. Jablonski
Chief Executive Officer

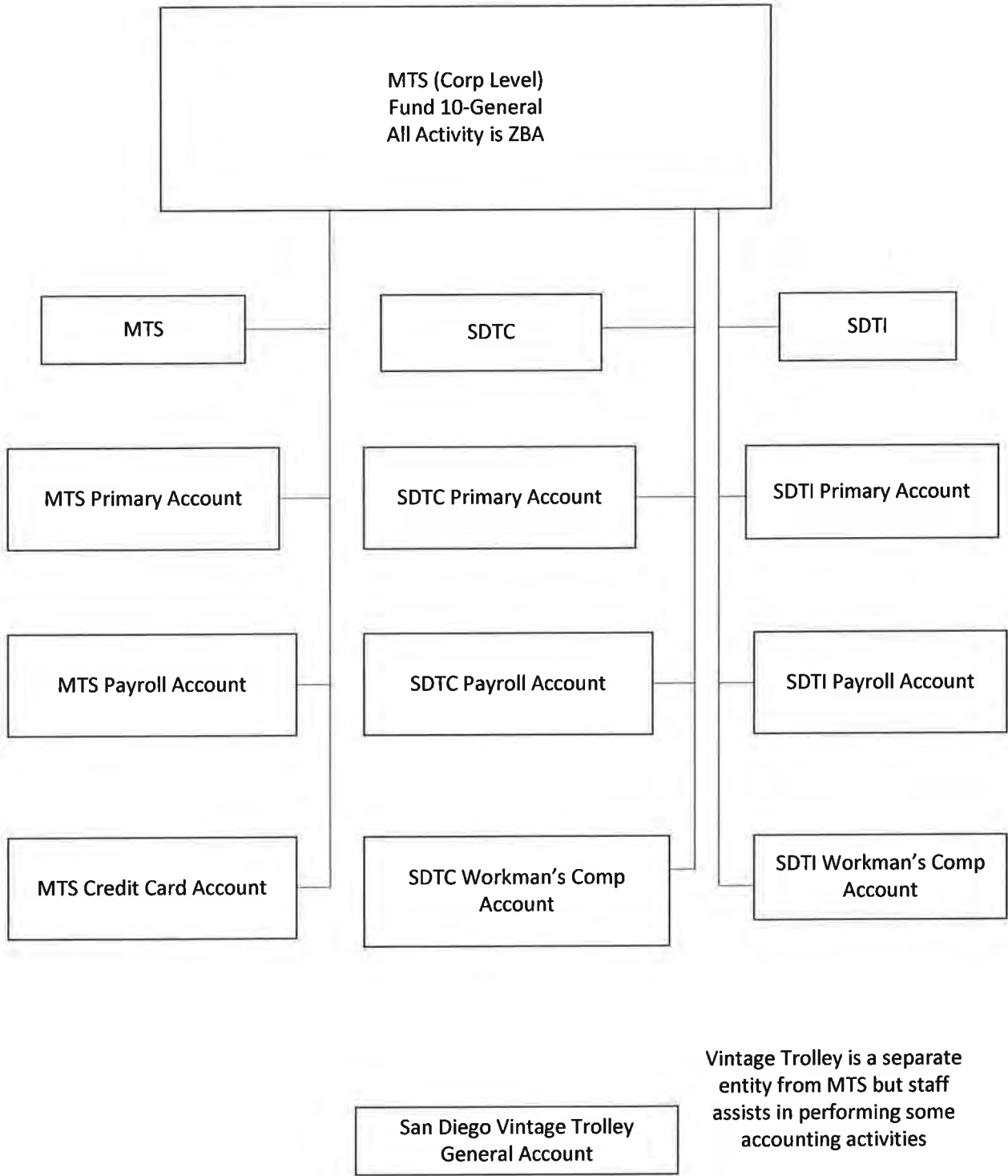
Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. JP Morgan Access proposed banking structure in SAP
B. JP Morgan Access current banking structure

San Diego Metropolitan Transit System
Banking Structure



San Diego Metropolitan
Transit System
Banking Structure





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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

HASTUS REGIONAL SCHEDULING SYSTEM ANNUAL SOFTWARE MAINTENANCE
AND SUPPORT SERVICES – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1883.0-16 (in substantially the same format as Attachment A) with Giro Inc., on a sole source basis, for the provision of HASTUS Regional Scheduling System (RSS) annual software maintenance and support services for one (1) base year with an option to extend for an additional two (2) years.

Budget Impact

Funding for the agreement would be provided by MTS and North County Transit District (NCTD) as shown below. MTS's share of the cost will be paid through general operating funds as part of the IT department's annual maintenance budget 571250- 661010. The breakout of costs between the two agencies is governed by a Memorandum of Understanding (MOU) between MTS and NCTD.

The total cost of the agreement shall not exceed \$522,799.00 and will be shared by MTS and NCTD as follows:

Year	MTS	NCTD	Total Cost
FY17	146,556.81	19,977.19	166,534.00
FY18	155,459.84	20,477.16	175,937.00
FY19	159,342.18	20,985.82	180,328.00
Total	461,358.83	61,440.17	522,799.00



DISCUSSION:

Background

RSS is a regional fixed-bus route and rail-scheduling system. The system provides the regional transit agencies with the necessary tools to build efficient timetables and vehicle and crew schedules for bus and rail operations. It also supports operator bid processing and aids the physical dispatching of bus drivers and train operators.

MTS and NCTD currently use Giro to provide HASTUS scheduling software for the RSS. Giro was selected through a Request for Proposals (RFP) in 2003 and has been providing annual maintenance and support services for both agencies since then. An existing MOU outlines the responsibilities for each agency and includes the cost sharing strategy and invoice-payment procedures.

Both agencies have made significant investments in software, training, and workflow and need Giro to continue to provide maintenance and support services. Giro's proposed services, as detailed within Attachment B, also include a bank of programming days that MTS can utilize to make changes to algorithms, the user interface, or other minor changes that need to be made to keep up with changes to operations.

This is a sole-source request. The HASTUS software is proprietary and all codes and intellectual rights are owned by Giro. No other contractor is able to provide the software maintenance and support services needed by both MTS and NCTD.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G1883.0-16 (in substantially the same format as Attachment A) with Giro Inc., on a sole source basis, for the provision of HASTUS RSS annual software maintenance and support services for one (1) base year with an option to extend for an additional two (2) years.



Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft Standard Services Agreement; Contract G1883.0-16
B. Giro Proposal

STANDARD SERVICES AGREEMENT

G1883.0-16

CONTRACT NUMBER

571250- 661010

DRAFT

FILE NUMBER(S) THIS AGREEMENT is entered into this ___ day of ___ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Giro, Inc.Address: 75, rue de Port-Royal Est, bureau 500Form of Business: CorporationMontréal (Québec) Canada H3L 3T1

(Corporation, partnership, sole proprietor, etc.)

Telephone: +1 514.383.0404Email Address: Francois.Carignan@giro.caAuthorized person to sign contracts: François Carignan
NameSenior Account Manager
Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows: Provide HASTUS scheduling system software maintenance and support services in the Scope of Work (attached as Exhibit A), GIRO Maintenance and Support Contract No. 395-9 (attached as Exhibit B) and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C) and Federal Requirements (attached as Exhibit D).

The contract term is one (1) base year and two (2) 1-year option terms, exercisable at MTS' sole discretion, for a total of three years. Base period shall be effective July 1, 2016 through June 30, 2017; and option years shall be effective July 1, 2017 through June 30, 2019, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$166,534 for the base year and \$356,265 for the option years, for a total not to exceed \$522,799 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CONTRACTOR AUTHORIZATION

By: _____
Chief Executive Officer

Approved as to form:

By: _____
Office of General Counsel

Firm: _____

By: _____
Signature

Title: _____

AMOUNT ENCUMBERED		BUDGET ITEM	FISCAL YEAR
NCTD	\$19,977.19	571250- 661010	FY17
MTS	\$146,556.81	571250- 661010	FY17
NCTD	\$41,462.98	571250- 661010	FY18 & 19
MTS	\$314,802.02	571250- 661010	FY18 & 19
Total Contract	\$522,799.00	571250- 661010	FY17 & 19

By: _____
Chief Financial Officer
(___ total pages, each bearing contract number)

SA-SERVICES REVISED (REV 10-15) DATE _____
Date

ATTACHMENT B

G1883.0-16

Annual maintenance and support costs

The projected three-year *HASTUS* maintenance and support costs (2016-2019) are outlined in the following table for the modules as indicated, grouped into Scheduling and Daily Operations areas.

Period	Scheduling modules ¹ maintenance (700 peak vehicles)	Daily Operations modules ² maintenance (300 peak vehicles)	Maintenance modification days	Escrow fees	Annual total
July 1, 2016 to June 30, 2017	\$ 97,667	\$ 53,342 ³	\$ 15,275 (13 days X \$1,175)	\$250	\$166,534
July 1, 2017 to June 30, 2018	\$100,109	\$59,913 ⁴	\$ 15,665 (13 days X \$1,205)	\$250	\$175,937
July 1, 2018 to June 30, 2019	\$102,611	\$61,412 ⁴	\$ 16,055 (13 days X \$1,235)	\$250	\$180,328

Table 1 – Estimated annual maintenance and support cost for *HASTUS* modules (2016 to 2019).

Notes:

1. *Vehicle, Crew, CrewOpt, Roster, MinBus, Geo, HASTOP, and ATP. (700 peak vehicles).*
2. *Bid, DailyCrew/DailyVehicle, and SelfService (300 peak vehicles).*
3. *A prorated adjustment will be invoiced when the warranty on the EPM module expires, 3 months following acceptance*
4. *2017 and 2018 maintenance costs include the EPM module.*

The maintenance and support cost for *Geo* includes the support towards completing one annual conversion (reimportation) of geographic data.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

SUBJECT:

INVESTMENT REPORT – APRIL 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of April 30, 2016. The combined total of all investments has increased month to month from \$95.4 million to \$103.0 million. This \$7.6 million increase is attributable to \$5.3 million in Federal Transit Administration (FTA) revenue, \$3.9 million in Compressed Natural Gas (CNG) rebate revenue, partially offset by \$4.2 million in capital expenditures, as well as normal timing differences in other payments and receipts.

The first column provides details about investments restricted for capital improvement projects.

The second column, unrestricted investments, reports the working capital for MTS operations allowing payments for employee payroll and vendors' goods and services.

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: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachment: A. Investment Report for April 2016



**San Diego Metropolitan Transit System
Investment Report
April 30, 2016**

	Restricted	Unrestricted	Total	Average rate of return
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	27,393,690	27,393,690	0.00%
Total Cash and Cash Equivalents	-	27,393,690	27,393,690	
Cash - Restricted for Capital Support				
US Bank - retention trust account	4,758,582	-	4,758,582	N/A *
San Diego County Investment Pool				
Proposition 1B TSGP grant funds	4,893,463	1,363,799	6,257,262	
Total Cash - Restricted for Capital Support	9,652,046	1,363,799	11,015,844	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	17,370,327	47,173,984	64,544,311	0.525%
Total Investments - Working Capital	17,370,327	47,173,984	64,544,311	
Total cash and investments	\$ 27,022,373	\$ 75,931,473	\$ 102,953,846	

N/A * - Per trust agreements, interest earned on retention account is allocated to trust beneficiary (contractor)



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

PROPOSED REVISIONS TO SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
BOARD POLICY NO. 52, "PROCUREMENT OF GOODS AND SERVICES" AND
REPEAL OF BOARD POLICIES NO. 3, NO. 5, NO. 14 AND NO. 54

RECOMMENDATION:

That the Board of Directors:

- 1) Adopt the revisions to MTS Board Policy No. 52, "Procurement of Goods and Services" (Attachment B);
- 2) Authorize the Chief Executive Officer (CEO) to modify MTS Board Policy No. 52 Exhibit A relating to MTS's Statutory and Regulatory Requirements;
- 3) Repeal MTS Board Policy No. 3, "Design-Preparation Plans, Specifications and Estimates" (Attachment D);
- 4) Repeal MTS Board Policy No. 5, "Construction Contract Administration and Contractor Assurances" (Attachment E);
- 5) Repeal MTS Board Policy No. 14, "Relief from Maintenance and Responsibility and Acceptance of Work on Construction Contracts" (Attachment F); and
- 6) Repeal MTS Board Policy No. 54, "Rules of Procedure for MTS Administrative Hearings" (Attachment G).

Budget Impact:

None.

DISCUSSION:

The purpose of MTS Board Policy No. 52, "Procurement of Goods and Services" ("Procurement Policy"), is to guide MTS staff in the acquisition of goods and services. Since its original adoption, the policy has undergone minor periodic updates, the last



being in 2010. No comprehensive review of the Procurement Policy has been performed in several years. This year, a comprehensive review of the Procurement Policy was undertaken to ensure: compliance with federal, state and local laws; and to determine whether any revisions were necessary to provide more clear and helpful guidance to staff.

MTS is proposing the following revisions:

- 1) MTS found that the current Procurement Policy was silent in a few areas, such as: Procurement Methods, Bonding and Retention. The Procurement Policy was revised to include MTS's current practices and internal policies in these areas;
- 2) MTS added and modeled many of its provisions in compliance with the Federal Transit Administration (FTA) Circular 4220.1F "Third Party Contracting Guidance", which FTA uses for its Audits of transit agency procurement practices;
- 3) Several provisions that were more procedural have been moved from the Procurement Policy to the Procurement Procedures Manual. MTS will be undertaking a comprehensive review of its internal Procurement Procedures Manual. The Procurement Procedures Manual will complement and provide more detail on how to implement the provisions with the Procurement Policy; and
- 4) Although most of the proposed changes are minor, Attachment A of this Agenda contains a table that describes the sections within the Procurement Policy that will differ from the previous version. Attachment B of this Agenda is a clean copy of the proposed revisions to the Procurement Policy. Attachment C of this Agenda is an annotated version of the proposed revisions to the Procurement Policy that explains the bases for the various provisions.

Lastly, MTS reviewed other MTS Board Policies relating to Procurement. MTS found that many have never been used by staff, were outdated, were unhelpful and/or were duplicative of what is already stated in the Procurement Policy or in other MTS Board Policies. MTS recommends that the following MTS Board Policies be repealed:

- 1) MTS Board Policy No. 3, "Design-Preparation Plans, Specifications and Estimates"
 - Purpose: To alert staff of California Government Code sections 14080 et seq. in regards to California Department of Transportation (CALTRANS) funding of Exclusive Mass Transit Guideway Systems
 - Repeal: MTS Board Policy 52, Procurement Policy, already states MTS must comply with all CALTRANS funding requirements and standards. In addition, MTS lists California Government Code 14080 et seq. in our Procurement Policy Exhibit A, Statutory and Regulations Table.
- 2) MTS Board Policy No. 5, "Construction Contract Administration and Contractor Assurances"
 - Purpose: To establish policies on contractor's licensing laws, prevailing wage, and equal employment opportunity requirements in accordance with CALTRANS funding requirements.
 - Repeal: MTS Board Policy No. 52, Procurement Policy and MTS Board Policy No. 25 "Equal Employment Opportunity Program for

Employees and Contractors” already expresses policies in these areas.

- 3) MTS Board Policy No. 14, “Relief from Maintenance and Responsibility and Acceptance of Work on Construction Contracts”
 - Purpose: To establish when the Board of Directors and the Chief Executive Officer has the authority to grant relief for maintenance of major construction projects and to accept a completed major construction project.
 - Repeal: This Policy is obsolete, with the last major update to this Policy in 1990 and a minor revision in 2004 when MTS transferred functions to San Diego Association of Governments. The authority to grant relief from maintenance and accept completion of construction projects has in practice been performed by Project Managers and the Procurement Department. Since when to grant relief and accept completion depends on the specific construction project at question, such procedures are best stated within the language of the contract.
- 4) MTS Board Policy No. 54, “ Rules of Procedure for Metropolitan Transit System Administrative Hearings”
 - Purpose: To expand in detail the Protest Procedures in response to a procurement solicitation or a notice of intent to award a contract.
 - Repeal: MTS Board Policy No. 52, Procurement Policy, already expresses MTS’s Procurement Protests Procedures generally, along with describing the process in more detail within all of MTS contract solicitations documents. Thus, MTS Board Policy No. 54 is duplicative and unnecessarily complicates the Protest appeal hearing process.



Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Table outlining changes of Board Policy No. 52
B. Board Policy No. 52 Final without Comments
C. Board Policy No. 52 Final with Comments
D. Repealed Board Policy No. 3
E. Repealed Board Policy No. 5
F. Repealed Board Policy No. 14
G. Repealed Board Policy No. 54

Attachment A
Table Describing Proposed Changes to MTS Board Policy No. 52

<u>Previous Section</u>	<u>Previous Language</u>	<u>New Language</u>	<u>Comment</u>
Various sections	Micro-purchase threshold set at \$3,000.	Various Sections: Micro-purchase threshold will be set at \$3,500.	MTS's enabling legislation sets forth MTS's micro-purchase threshold at \$5,000. The FTA also sets a micro-purchase threshold for federally funded procurements. The FTA has recently increased the micro-purchase threshold from \$3,000 to \$3,500 due to inflation. No matter the funding source, MTS will establish its micro-purchase threshold at \$3,500 for all procurements, which will be in compliance with both MTS's enabling legislation and the FTA regulations.
52.2 (D) (ii), (iii)(b) – Procurement Methodology, Procurement of Construction Services	<p>For construction contracts estimated to cost more than \$1,000 but less than \$50,000 ...when possible, Notice Inviting Bids should be sent to at least two certified DBE firms for <i>federally</i> funded projects.</p> <p>For construction contracts estimated to cost more than \$50,000 ... appropriate DBEs listed in the current DBE director will be notified of any work advertised under this policy for federally funded projects.</p>	Section 52.4 (B): MTS may also send to ...at least 1 DBE contractor or other small business contractor that performs the subject work, if available.	Instead of encouraging MTS staff to seek 2 quotes from DBE contractors for only federally funded construction procurements, MTS staff will attempt to seek at least 1 DBE quote or other small business enterprise contractor quote for any procurement that requires advertising, no matter the funding source.
52.2 (B)(iv)(a) –Procurement Methodology, Procurements involving Federal Funds and	Public notice shall be given by publication once a week for at least two consecutive weeks, at least three weeks before day set for receiving bids, as	Section 52.4 (A): Procurements which require advertising shall be published through one or more of the following sources: (i) within a	After conducting legal research, MTS could not find any regulation or law that proscribed how long MTS must publish notices inviting bids. MTS is also not aware of any DBE

52.2 (C), Procurement Methodology, Procurements involving State or Local Funds and 52.2 (D) (iii)(a) - Procurement Methodology, Procurement of Construction Services	follows in a newspaper of general circulation published in Southern California devoted primarily to the dissemination of contract and building news among contractors and building materials supply firms (optional for projects estimated to cost less than \$100,000); and in at least one DBE- certified newspaper for federally funded projects.	newspaper of general circulation in San Diego County; (ii) within the PlanetBids bid management site; and/or (iii) in a local community, small business, or contracting trade publication.	certified newspaper available to publish notices inviting bids. Lastly, the previous version did not include our main way of advertising procurements, which is Planet Bids. Thus, MTS wants to ensure flexibility in how we advertise our procurements and allow the MTS Procurement Department to determine the best and most productive method of advertising based on the specifics of each procurement.
52.2 D (iii)(d) - Procurement Methodology, Procurement of Construction Services.	The Agencies shall, for all prospective contractors whose bid would exceed \$500,000, adopt and apply a uniform qualification system for rating bidders on the basis of standard experience questionnaire and financial statement verified under oath in respect to the contacts upon which each bidders is qualified to bid.	Section 52.8: MTS shall award contracts only to responsible and responsive contractors. The degree and complexity of the responsibility and responsiveness analysis shall depend on the procurement method utilized.	MTS wants to ensure that a responsive and responsibility review is conducted for all procurements, not just a formal review for procurements over \$500,000. The degree of review and analysis will depend on the procurement.
52.2 D (iii)(e) - Procurement Methodology, Procurement of Construction Services.	All bids [for construction services of more than \$50,000] shall be submitted in a sealed envelope accompanied by one of the following forms of bidder's security: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer and may payable to the Agencies. Bidder's security shall be at least 10 percent of the	Section 52:10 (A)(i): MTS shall require the following forms of bidder's security for all construction service contracts estimated to cost more than \$50,000: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer. MTS may require bidder's security for other procurements when	No set percentage is required in Cal. Pub. Con. Code § 20342 when MTS requests contractors to provide bidder's security. Thus, to ensure flexibility, MTS will decide on a case by case basis what percentage is warranted and reasonable.

	amount [of the] bid.	MTS finds it necessary to provide assurance that the bidder will execute the contract as may be required.	
--	----------------------	---	--



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 Fax: 619. 234.3407

Policies and Procedures No. 52

Board Approval: 6/9/2016

SUBJECT:

PROCUREMENT OF GOODS AND SERVICES

PURPOSE:

To provide a uniform policy that guides the acquisition of goods and services for use at MTS.

BACKGROUND:

There is a compelling interest in ensuring that all federal, state, local, and private funds available to MTS are captured and used timely and in a manner that is compliant with federal and state procurement rules. To maximize the use of federal, state, local, and private funds and to maintain a competitive posture in seeking supplemental federal funds, MTS shall have the authority to establish and use a flexible contracting and procurement process. MTS may use any procurement method authorized for state or local agencies under state or federal law. This Policy provides the framework for what acquisition and contracting guidelines MTS shall comply with in the procurement of all of its goods and services.

This Policy applies to San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC) and San Diego Trolley Inc. (SDTI), collectively "MTS".

POLICY:

52.1 Regulatory Framework

- A. MTS's enabling legislation is codified at California Public Utilities Code §§ 120220-120238. Included in MTS's enabling legislation are various provisions regulating procurement. In particular, MTS's enabling legislation sets forth the requirements for purchasing goods and services funded by federal, state, local and private funds.
- B. As a recipient of Federal Transportation Administration (FTA) funds, MTS shall comply with all applicable FTA regulations and directives. All applicable FTA regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

- C. As a recipient of California Department of Transportation (CALTRANS) funds, MTS shall comply with applicable CALTRANS procurement requirements and standards. All applicable CALTRANS regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.
- D. MTS is a political subdivision and local agency of the State of California. As such, MTS shall comply with all applicable California Government Code (Cal. Gov. Code), California Public Contract Code (Cal. Pub. Con. Code), California Labor Code (Cal. Lab. Code), California Public Utility Code (Cal. Pub. Util. Code), California Civil Code (Cal. Civ. Code) and California Code of Civil Procedure (Cal. Code of Civ. Pro.) sections that regulate how MTS shall procure goods and services. All applicable code sections that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

52.2 Procurement Standards

- A. MTS may contract with any department or agency of the United States of America, the State of California, or with any other public agency or any private persons or entity upon such terms and conditions as MTS finds to be in its best interest. MTS may also join other agencies in a joint procurement to issue a single solicitation and enter into a single contract with a Contractor.
- B. MTS shall include all federal, state and local requirements and clauses in its solicitations and contracts, as applicable.
- C. No procurements shall be split into multiple small contract awards merely to avoid rules applicable to full and open competitive procurements. However, procurements may be split if doing so will aid efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs) and other small business enterprises.
- D. Prior to award of a contract, MTS shall certify and document that the price is fair and reasonable in connection with any procurement action that is within the micro purchase threshold. A price or cost analysis will be documented for procurements that exceed the micro-purchase threshold. The method and degree of analysis shall depend on the circumstances of each procurement.
- E. The Chief Executive Officer, through an internal policy or procedural manual, may establish additional standards and procedures for MTS procurements.

52.3 Procurement Methods – Full and Open Competition

- A. Micro-Purchases: \$3,500 or less

MTS may conduct micro-purchase procurements without obtaining competitive quotations. MTS shall solicit at least one documented quote. Any construction

service that is expected to be more than \$1,000 but does not exceed \$50,000 shall be conducted in accordance with the Section 52.3 (B) of this Policy.

- B. Small Purchases: More than \$3,500, but does not exceed \$100,000 for goods and services and more than \$1,000 but does not exceed \$50,000 for construction services

When the expected amount of the small purchase is more than \$3,500 but does not exceed \$100,000 for goods and services, and is more than \$1,000 but does not exceed \$50,000 for construction services, MTS shall conduct a documented competitive procurement as identified in the subsections below. MTS shall seek not less than three documented quotations/submissions through a Request for Quotes (RFQ), Invitation for Bids (IFB) or Request for Proposals (RFP) process that would permit price and other terms to be compared.

- (i) Construction Services: More than \$1,000, but does not exceed \$50,000

- a. MTS may utilize an IFB or RFQ procurement method, whichever is most appropriate, and award to the lowest responsive and responsive bidder.
- b. If No Responsive Bid Received - If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsive and responsive Contractor.

- (ii) Goods: More than \$3,500, but does not exceed \$100,000

- a. MTS may utilize a RFQ or IFB procurement method, whichever is most appropriate, and award to the lowest responsive and responsive bidder. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid received.
- b. If Lower Price Available in Open Market – If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.
- c. If No Responsive Bid Received - If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may

proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.

- d. Procurement of Prototype Equipment or Modifications - Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (B) of this Policy. does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (B) of this Policy.
- e. Source of Procurement for Replacement Goods: The Board of Directors may direct the purchase of any goods without observance Section 52.3 (B) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

- (iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management): More than \$3,500, but does not exceed \$100,000

MTS may utilize a RFQ or RFP procurement method, whichever is most appropriate, and shall award the contract to either the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on an evaluation of price and other factors.

- (iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Service Procurements: More than \$3,500, but does not exceed \$100,000

Unless another method is more appropriate, MTS may utilize a Request for Statement of Qualifications (RFSQ) procurement method and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

- C. Formal Procurements: More than \$50,000 for construction services and more than \$100,000 for goods and other services

When the expected amount of the procurement is more than \$50,000 for construction services and more than \$100,000 for goods and other services, MTS shall conduct a documented competitive procurement as identified in the subsections below. All of the below competitive procurements shall be advertised in accordance with Section 52.4 of this Policy to ensure full and open competition.

(i) Construction Services: More than \$50,000

- a. Unless another procurement method is more appropriate, MTS may utilize an IFB procurement method and shall award to the lowest responsible and responsive bidder.
- b. No Bids Received: If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsible and responsive Contractor.

(ii) Goods: More than \$100,000

- a. MTS may utilize either an IFB or a RFP procurement method, whichever is most appropriate, and shall award either to the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid or proposal received.
- b. If Lower Price Available in Open Market – If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.
- c. If No Responsive Bid Received - If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.

d. Procurement of Prototype Equipment or Modifications - Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (C) of this Policy does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (C) of this Policy.

e. Source of procurement for replacement goods: The Board of Directors may direct the purchase of any goods without observance of Section 52.3 (C) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

(iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management Services): More than \$100,000

MTS may utilize an IFB or RFP procurement method, whichever is most appropriate, and award to the lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors.

(iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Services: More than \$100,000

a. MTS may utilize a RFSQ procurement method, and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

b. This section shall not apply if the Chief Executive Officer determines that the services needed are more technical in nature, involve little professional judgment and that another procurement method would better serve MTS' needs.

D. Design-Build:

When deemed appropriate, MTS may utilize a documented competitive RFP procurement method and shall award to the proposer who provides the best overall value, based on price and other factors. The award shall be to a single contractor for the design, construction and delivery of a complete and operational project.

E. Design-Bid-Build:

When deemed appropriate MTS may:

- (i) First: Utilize through a documented competitive RFP or IFB procurement method, whichever is most appropriate, a design services contract for the development of drawings and specifications and shall award the contract to lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors
- (ii) Second: Utilize a documented competitive IFB procurement method for the construction and delivery of a complete and operational project and award to the lowest responsive and responsible bidder.

F. Noncompetitive Procurement: Sole Source

MTS may utilize a documented Sole Source procurement method when:

- (i) The goods or services it needs are available from only one responsible and responsive source and no other goods or services will satisfy its requirements;
- (ii) A change to a contract is beyond the contract's original scope;
- (iii) A specified brand or trade name is the only article that will properly meet the needs of the Board of Directors;
- (iv) In an emergency declared by vote of two-thirds of the membership of the Board of Directors;
- (v) Immediate remedial measures to avert, alleviate, repair or restore damaged MTS property are necessary to ensure that MTS facilities or vehicles are available to serve the transportation needs of the public; or

- (vi) Otherwise authorized by local, state or federal law.

In all cases Sole Source procurements must be fully approved before award.

G. Revenue Contracts

Unless another method is more appropriate, MTS may utilize a competitive solicitation process for revenue contracts. MTS shall award a revenue contract to the candidate whose offer maximizes revenues to MTS after consideration of all technical qualifications and other criteria as applicable.

52.4 Advertising

- A. Procurements which require advertising shall be published through one or more of the following sources:
 - (i) Within a newspaper of general circulation in San Diego County;
 - (ii) Within the a bid management site (e.g. PlanetBids); and/or
 - (iii) In a local community, small business or contracting trade publication.
- B. MTS may also send to contractors and bidders previously known to be interested in providing the goods or services and at least 1 DBE contractor or other small business contractor that performs the subject work, if available.
- C. Any notice shall specify in the bid invitation and public notice the place bids are to be received and the time by which they shall be received.

52.5 Contract Form

All purchases shall be documented. MTS may document purchases using one of the following contract forms: Formal Contract, Purchase Order, Vendor Service Contract Form, Memorandum of Understanding, Memorandum of Agreement and purchases by Payment Card when permissible under the MTS Purchasing Card Policy.

52.6 Contract Award

The authority to approve and execute all procurement activities shall be in accordance with MTS Board Policy No. 41 – “Signature Authority”.

52.7 Protests

- A. Content Based Protest: Protests based on the content of the procurement solicitation shall be filed with MTS Procurement Manager within 10 calendar days after the procurement solicitation is first advertised. The Chief Executive Officer's designee, the MTS Procurement Manager, shall issue a written

decision on the protest prior to opening of the procurement solicitation. A protest may be renewed by refiling the protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.

- B. Award Protest: Any bidder may protest the intent to award on any ground not based upon the content of the procurement solicitation by filing a protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.
- C. Content of Protest: Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
- D. Opportunity to be Heard: Protestors shall have an opportunity to appear and be heard before the Board of Directors prior to the opening of the procurement solicitation in the case of protests based on the content of the procurement solicitation, or prior to final award in the case of protests based on other grounds or the renewal of protests based on the content of the procurement solicitation. The decision of the protest by the Board of Directors shall be in writing and constitutes a final administrative decision for purposes of judicial review pursuant to Cal. Code of Civ. Pro. § 1094.6
- E. Protests on Federally Funded Procurements: MTS shall notify the FTA when MTS receives a protest on a federally funded procurement and keep the FTA informed about its status. A protestor may appeal to the FTA within five (5) working days of the date when the protestor receives actual or constructive notice of MTS's final decision on a protest.

52.8 Responsible and Responsive Contractors

MTS shall award contracts only to responsible and responsive contractors. The degree and complexity of the responsibility and responsiveness analysis shall depend on the procurement method utilized. The solicitation must identify all factors to be used in evaluating whether contractors are responsible and responsive.

- A. Responsible: In selecting a responsible contractor, MTS staff shall consider:
 - the contractor's capacity to perform the work required by the contract documents with respect to financial strength, resources available and experience; and the contractor's integrity and trustworthiness to complete performance of the work in accordance with the contract.
- B. Responsive: MTS staff, prior to making a recommendation to award, shall ensure that all prospective contractors meet all the responsiveness requirements of the solicitation which may include, but shall not be limited to,

submission of all required documentation and meeting all minimum performance qualifications.

52.9 Pregualification

MTS may prequalify contractors when there is a reasonable expectation that the procurement may involve precise specifications and performance standards.

52.10 Bonds, Retention and Rates

A. Bonding

- (i) Bidder's Security – MTS shall require the following forms of bidder's security for all construction service contracts estimated to cost more than \$50,000: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer. MTS may require bidder's security for other procurements when MTS finds it necessary to provide assurance that the bidder will execute the contract as may be required.
- (ii) Payment Bond – MTS shall require that for all construction service contracts over \$25,000, a payment bond be provided by the Contractor. MTS may require payment bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will make payment to all people and firms supplying labor and material.
- (iii) Performance Bond – MTS shall require that for all construction service contracts over \$100,000 that are funded in whole or in part with federal funds, a performance bond be provided by the Contractor. MTS may require performance bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will fulfill all contractual obligations.

B. Retention

MTS shall require that for all construction contracts over \$5,000, MTS will retain at least 5% of the contract price. MTS may hold more than 5% retention if a finding is made by the Chief Executive Officer at a public hearing on a project by project basis that an increased amount is necessary and such findings are detailed in the bid documents.

C. Prevailing Wage

All public work contracts (as that term is defined by the Cal. Lab. Code § 1771 and the federal Davis Bacon Act) valued at more than \$1,000 shall be subject to the payment of federal and/or state prevailing wage wages, whichever is

higher. Public works contracts funded solely with federal funds valued at more than \$2,000 shall be subject to the payment of federal prevailing wage.

Original Policy Enacted on 6/22/2006

Policy Revised on 9/13/2007

Policy Revised on 11/18/2010

Policy Revised on 6/9/2016

Exhibit AStatutory and Regulatory Requirements Table:

The following is a listing of the sources of laws, regulations, and guidance that MTS shall follow, depending on the procurement's funding source:

Federal Statute, Regulations, and Policies	Subject
49 U.S.C Chapter 53	Mass Transportation
49 CFR Part 18	Administrative Requirements for Grants and Cooperative Contracts
FTA Circular 4220.1F	Third Party Contracting Guidance
FTA Circular 5010.1D	Grant Management Guidelines
FTA Circular 5100.1	Bus and Bus Facilities
FTA Circular 5300.1	State of Good Repair
FTA Circular 6100.1E	Technology
FTA Circular 9030.1E	5307 Program
FTA Circular 9040.1G	Non Urbanized
FTA Circular 9045.1	New Freedom
FTA Circular 9050.1	JARC
FTA Circular 9070.1F	ADA Capital
FTA Circular 9300.1B	Capital Investment
Office of Management of Budget (OMB) Circular A-87	Cost Principles for State, Local and Indian Tribal Governments
FTA Master Agreement	Annual Terms and Conditions of FTA funded projects
FTA Certification and Assurances	Annual Agreement between MTS and FTA
Moving Ahead for Progress in the 21st Century Act (P.L. 112-141)	Transportation Law Appropriating Transportation Funds
FAR Part 31	Federal Cost Principles
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

State Laws	Sections(s)	Subject
Public Utilities Code	120220 – 120228	MTS Enabling Legislation
Civil Code	9550 et seq.	Payment Bond Requirement for Construction Projects
Civil Code	3320 – 3321	Prompt Payment and Retention to Design Professionals
Code of Civil	995.311	Verification of Admitted Surety Insurers on

Procedure		Bonds
Government Code	4525 et seq.	Architect & Engineering Services
Government Code	6250 – 6270	California Public Records Act
Government Code	5956 et seq.	Infrastructure Projects
Government Code	14080 et seq.	Funding from California Department of Transportation for Exclusive Mass Transit Guideway Systems
Labor Code	1720, 1720.2, 1720.3, and 1771	Public Works and Prevailing Wage
Code of Regulations	8 CCR 16000	Public Works and Prevailing Wage Cont.
Public Contract Code	1103	Responsible Bidder in Public Work Contracts
Public Contract Code	1104	Architectural & Engineering Plans and Specifications
Public Contract Code	3300	Contractor's License in Specifications for Bids
Public Contract Code	3400	Trade Name or Specific Names in Specifications for Bids
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	5100 - 5107	Relief of Bidders
Public Contract Code	6109	Ineligible and Debarred Contractors and Subcontractors
Public Contract Code	6610	Contents of Notice Inviting Bids
Public Contract Code	7100 - 7200	Public Work Contract Clauses
Public Contract Code	9201 - 9203	Claims and Disputes
Public Contract Code	20101	Prequalification of bidders
Public Contract Code	20103.5	Effect of License Requirement on Bid
Public Contract Code	20103.6	Procurement of Architectural Design Services
Public Contract Code	20103.8	Determining the Lowest Bid

Public Contract Code	20104	Resolution of Construction Claims
Public Contract Code	20104.50	Progress Payments on Public Works
Public Contract Code	20216	Competitive Negotiation Process
Public Contract Code	20341	Procurement of Construction Services
Public Contract Code	20342	Bidder's Security – Bid Bond Requirement for Construction Projects

Exhibit A was originally adopted on 6/9/2016.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 Fax: 619. 234.3407

Policies and Procedures No. 52

Board Approval: 6/9/2016

SUBJECT:

PROCUREMENT OF GOODS AND SERVICES

PURPOSE:

To provide a uniform policy that guides the acquisition of goods and services for use at MTS.

Comment [SS1]: Current language within Board Policy No. 52, Purpose section.

BACKGROUND:

There is a compelling interest in ensuring that all federal, state, local, and private funds available to MTS are captured and used timely and in a manner that is compliant with federal and state procurement rules. To maximize the use of federal, state, local, and private funds and to maintain a competitive posture in seeking supplemental federal funds, MTS shall have the authority to establish and use a flexible contracting and procurement process. MTS may use any procurement method authorized for state or local agencies under state or federal law. This Policy provides the framework for what acquisition and contracting guidelines MTS shall comply with in the procurement of all of its goods and services.

Comment [SS2]: Generally the current language within Board Policy No. 52, Background Section and per MTS Enabling Legislation at Cal. Pub. Util. Code 120222 (a).

Comment [SS3]: Current language within Board Policy No. 52, Section 52.2 and included within MTS Enabling Legislation at Cal. Pub. Util. Code 120222 (e).

Comment [SS4]: Per MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (e).

Comment [SS5]: Current language within Board Policy No. 52, Background section.

This Policy applies to San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC) and San Diego Trolley Inc. (SDTI), collectively "MTS".

POLICY:

52.1 Regulatory Framework

A. MTS's enabling legislation is codified at California Public Utilities Code §§ 120220-120238. Included in MTS's enabling legislation are various provisions regulating procurement. In particular, MTS's enabling legislation sets forth the requirements for purchasing goods and services funded by federal, state, local and private funds.

Comment [SS6]: Generally the current language included within Board Policy No. 52, Background Section.

B. As a recipient of Federal Transportation Administration (FTA) funds, MTS shall comply with all applicable FTA regulations and directives. All applicable FTA regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

Comment [SS7]: Generally stated within current Board Policy No. 52, Section 52.2 (B).

- C. As a recipient of California Department of Transportation (CALTRANS) funds, MTS shall comply with applicable CALTRANS procurement requirements and standards. All applicable CALTRANS regulations and directives that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.
- D. MTS is a political subdivision and local agency of the State of California. As such, MTS shall comply with all applicable California Government Code (Cal. Gov. Code), California Public Contract Code (Cal. Pub. Con. Code), California Labor Code (Cal. Lab. Code), California Public Utility Code (Cal. Pub. Util. Code), California Civil Code (Cal. Civ. Code) and California Code of Civil Procedure (Cal. Code of Civ. Pro.) sections that regulate how MTS shall procure goods and services. All applicable code sections that MTS shall follow may be found at MTS Board Policy No. 52, Exhibit A.

52.2 Procurement Standards

- A. MTS may contract with any department or agency of the United States of America, the State of California, or with any other public agency or any private persons or entity upon such terms and conditions as MTS finds to be in its best interest. MTS may also join other agencies in a joint procurement to issue a single solicitation and enter into a single contract with a Contractor.
- B. MTS shall include all federal, state and local requirements and clauses in its solicitations and contracts, as applicable.
- C. No procurements shall be split into multiple small contract awards merely to avoid rules applicable to full and open competitive procurements. However, procurements may be split if doing so will aid efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs) and other small business enterprises.
- D. Prior to award of a contract, MTS shall certify and document that the price is fair and reasonable in connection with any procurement action that is within the micro purchase threshold. A price or cost analysis will be documented for procurements that exceed the micro-purchase threshold. The method and degree of analysis shall depend on the circumstances of each procurement.
- E. The Chief Executive Officer, through an internal policy or procedural manual, may establish additional standards and procedures for MTS procurements.

Comment [SS8]: Per MTS's Enabling Legislation at Cal. Pub. Util. Code 120221

Comment [SS9]: Generally stated within current Board Policy No. 52, Section 52.2 (B).

Comment [SS10]: Generally stated within current Board Policy No. 52, Section 52.2, A, vi.

Comment [SS11]: Generally stated within current Board Policy No. 52, Section 52.1 (B), 52.2 (B)(i), (C)(i), (D)(ii).

Comment [SS12]: Per FTA Circular 4220.1F, Ch. VI, Section 6

52.3 Procurement Methods – Full and Open Competition

- A. Micro-Purchases: \$3,500 or less

MTS may conduct micro-purchase procurements without obtaining competitive quotations. MTS shall solicit at least one documented quote. Any construction

Comment [SL13]: Per 48 CFR 2.101 and 2 CFR 200.67, the micro purchase threshold has increased from \$3,000 to \$3,500.

service that is expected to be more than \$1,000 but does not exceed \$50,000 shall be conducted in accordance with the Section 52.3 (B) of this Policy.

- B. **Small Purchases:** More than \$3,500, but does not exceed \$100,000 for goods and services and more than \$1,000 but does not exceed \$50,000 for construction services

When the expected amount of the small purchase is more than \$3,500 but does not exceed \$100,000 for goods and services, and is more than \$1,000 but does not exceed \$50,000 for construction services, MTS shall conduct a documented competitive procurement as identified in the subsections below. MTS shall seek not less than three documented quotations/submissions through a Request for Quotes (RFQ), Invitation for Bids (IFB) or Request for Proposals (RFP) process that would permit price and other terms to be compared.

- (i) **Construction Services:** More than \$1,000, but does not exceed \$50,000

- a. MTS may utilize an IFB or RFQ procurement method, whichever is most appropriate, and award to the lowest responsible and responsive bidder.

- b. **If No Responsive Bid Received** - If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsible and responsive Contractor.

- (ii) **Goods:** More than \$3,500, but does not exceed \$100,000

- a. MTS may utilize a RFQ or IFB procurement method, whichever is most appropriate, and award to the lowest responsive and responsible bidder. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid received.

- b. **If Lower Price Available in Open Market** - If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.

- c. **If No Responsive Bid Received** - If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may

Comment [SS14]: Generally stated within current Board Policy No. 52, Section 52.1 (B), (D), Section 52.2 (B)(iii)(a), (C)(ii)(a), (D)(ii) and Section 52.2 (E), generally included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (b), (c) and included within Cal. Pub. Con. Code 20341.

Comment [SS15]: Per Cal. Pub. Con. Code 20341.

Comment [SS16]: Stated within current Board Policy No. 52, Section 52.1 (D) a

Comment [SS17]: Stated within current Board Policy, Section 52.1, D

Comment [SS18]: Stated within Cal. Pub. Con. Code 34100 and Cal. Pub. Util. Code 120222 (b)

Comment [SS19]: Stated within current Board Policy No. 52, Section 52.4 (A) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (a)

Comment [SS20]: Stated within current Board Policy No. 52, Section 52.4 (B) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (b).

proceed to purchase the goods in the open market without further observance of Section 52.3 (B) of this Policy.

- d. Procurement of Prototype Equipment or Modifications: Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (B) of this Policy does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (B) of this Policy.

Comment [SS21]: Stated within current Board Policy No. 52, Section 52.4 (D) and included within MTS's enabling Legislation at Cal. Pub. Util. Code 120224.2.

- e. Source of Procurement for Replacement Goods: The Board of Directors may direct the purchase of any goods without observance Section 52.3 (B) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

Comment [SS22]: Stated within current Board Policy No. 52, Section 52.4 (E) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120224.3

- (iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management): More than \$3,500, but does not exceed \$100,000

MTS may utilize a RFQ or RFP procurement method, whichever is most appropriate, and shall award the contract to either the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on an evaluation of price and other factors.

- (iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Service Procurements: More than \$3,500, but does not exceed \$100,000

Comment [SS23]: Generally stated within current Board Policy No. 52, Section 52.2 (E)(i).

Unless another method is more appropriate, MTS may utilize a Request for Statement of Qualifications (RFSQ) procurement method and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

- C. Formal Procurements: More than \$50,000 for construction services and more than \$100,000 for goods and other services

When the expected amount of the procurement is more than \$50,000 for construction services and more than \$100,000 for goods and other services, MTS shall conduct a documented competitive procurement as identified in the subsections below. All of the below competitive procurements shall be advertised in accordance with Section 52.4 of this Policy to ensure full and open competition.

(i) Construction Services: More than \$50,000

- a. Unless another procurement method is more appropriate, MTS may utilize an IFB procurement method and shall award to the lowest responsible and responsive bidder.
- b. No Bids Received: If after solicitation of bids no responsive bids are received, the project may be performed through direct negotiations with a responsible and responsive Contractor.

Comment [SS24]: Generally stated within current Board Policy No. 52, Section 52.2 (iv).

Comment [SS25]: Per Cal. Pub. Con. Code 20341.

Comment [SS26]: Stated within current Board Policy No. 52, Section 52.2 (D)

(ii) Goods: More than \$100,000

- a. MTS may utilize either an IFB or a RFP procurement method, whichever is most appropriate, and shall award either to the lowest responsible and responsive bidder or to a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors. For purposes of determining the lowest price, the amount of sales tax shall be excluded from the total amount of the bid or proposal received.
- b. If Lower Price Available in Open Market – If after rejection of bids, the Board of Directors determines and declares by two-thirds vote that the goods may be purchased at a lower price in the open market, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.
- c. If No Responsive Bid Received - If after solicitation of bids, the Board of Directors determines and declares by majority vote that it has not received a responsive bid, the Board of Directors may proceed to purchase the goods in the open market without further observance of Section 52.3 (C) of this Policy.

Comment [SS27]: Generally stated within Board Policy No. 52, Section 52.1 (A) and generally included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (b).

Comment [SS28]: Stated within current Board Policy No. 52, Section 52.4 (A) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (a)

Comment [SS29]: Stated within current Board Policy No. 52, Section 52.4 (B) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120223 (b)

- d. Procurement of Prototype Equipment or Modifications - Upon a finding by two-thirds of all members of the Board of Directors that a purchase in compliance with Section 52.3 (C) of this Policy does not constitute a method of procurement adequate for the operation of MTS facilities or equipment, the Board of Directors may direct the procurement of prototype equipment or modifications in an amount sufficient to conduct and evaluate operational testing without further observance of Section 52.3 (C) of this Policy.

Comment [SS30]: Stated within current Board Policy No. 52, Section 52.4 (D) and included within MTS enabling Legislation at Cal. Pub. Util. Code 120224.2

- e. Source of procurement for replacement goods: The Board of Directors may direct the purchase of any goods without observance of Section 52.3 (C) of this Policy upon a finding by two-thirds of all members of the Board of Directors that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating, repairing, or replacing goods that are in use, including upgrades or migrations of proprietary intellectual property.

Comment [SS31]: Stated within current Board Policy No. 52, Section 52.4 (E) and included within MTS Enabling Legislation at Cal. Pub. Util. Code 120224.3.

- (iii) Services (Excluding Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Management Services): More than \$100,000

MTS may utilize an IFB or RFP procurement method, whichever is most appropriate, and award to the lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors.

Comment [SS32]: Generally stated within current Board Policy No. 52, Section 52.1 (B) and generally included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (c).

- (iv) Architectural, Landscape Architectural, Engineering, Environmental, Land Surveying Services and Construction Project Management Services: More than \$100,000

- a. MTS may utilize a RFSQ procurement method, and shall award the contract to the most highly rated offeror, in accordance with the Cal. Gov. Code §§ 4525 et seq. or the Brooks Act if federally funded.

Comment [SS33]: Stated within current Board Policy No. 52, Section 52.1 (C) and 52.2 (E) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120222 (d).

- b. This section shall not apply if the Chief Executive Officer determines that the services needed are more technical in nature, involve little professional judgment and that another procurement method would better serve MTS' needs.

Comment [SS34]: Per Cal. Gov. Code 4529.

D. Design-Build:

When deemed appropriate, MTS may utilize a documented competitive RFP procurement method and shall award to the proposer who provides the best overall value, based on price and other factors. The award shall be to a single contractor for the design, construction and delivery of a complete and operational project.

E. Design-Bid-Build:

When deemed appropriate MTS may:

- (i) First: Utilize through a documented competitive RFP or IFB procurement method, whichever is most appropriate, a design services contract for the development of drawings and specifications and shall award the contract to lowest responsible and responsive bidder or a responsible and responsive proposer who is determined to have provided the overall best value based on price and other factors
- (ii) Second: Utilize a documented competitive IFB procurement method for the construction and delivery of a complete and operational project and award to the lowest responsive and responsible bidder.

F. Noncompetitive Procurement: Sole Source

MTS may utilize a documented Sole Source procurement method when:

- (i) The goods or services it needs are available from only one responsible and responsive source and no other goods or services will satisfy its requirements;
- (ii) A change to a contract is beyond the contract's original scope;
- (iii) A specified brand or trade name is the only article that will properly meet the needs of the Board of Directors;
- (iv) In an emergency declared by vote of two-thirds of the membership of the Board of Directors;
- (v) Immediate remedial measures to avert, alleviate, repair or restore damaged MTS property are necessary to ensure that MTS facilities or vehicles are available to serve the transportation needs of the public; or

Comment [SS35]: Per FTA Circular 4220.1F, Ch. IV, Section 3 (l)(1)(b)

Comment [SL36]: Stated within current Board Policy No. 52, Section 52.1 and per MTS's Enabling Legislation at Cal. Pub. Util. Code 120222.

Comment [SS37]: Stated within current Board Policy No. 52, Section 52.1 and per MTS's Enabling Legislation at Cal. Pub. Util. Code 120222.

Comment [SS38]: Currently stated within Board Policy No. 52, section 52.4 (C) and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120224.1.

- (vi) Otherwise authorized by local, state or federal law.

In all cases Sole Source procurements must be fully approved before award.

Comment [SS39]: Board Policy No. 52, Section 52.4 (E).

G. Revenue Contracts

Unless another method is more appropriate, MTS may utilize a competitive solicitation process for revenue contracts. MTS shall award a revenue contract to the candidate whose offer maximizes revenues to MTS after consideration of all technical qualifications and other criteria as applicable.

Comment [SS40]: Per FTA Circular Ch. II, 2, b. 4.

52.4 Advertising

- A. Procurements which require advertising shall be published through one or more of the following sources:

- (i) Within a newspaper of general circulation in San Diego County;
- (ii) Within the a bid management site (e.g. PlanetBids); and/or
- (iii) In a local community, small business or contracting trade publication.

Comment [SS41]: Generally stated within current Board Policy No. 52, Section 52.2 (B)(iv)(a), (C)(ii)(a), (D)(ii), (iii).

- B. MTS may also send to contractors and bidders previously known to be interested in providing the goods or services and at least 1 DBE contractor or other small business contractor that performs the subject work, if available.

Comment [SS42]: Generally included within MTS current Board Policy, No. 52, Section 52.2 (B)(iv)(b), (C)(ii)(b).

- C. Any notice shall specify in the bid invitation and public notice the place bids are to be received and the time by which they shall be received.

Comment [SS43]: Stated within current Board Policy No. 52, Section 52.2 (D)(ii), (iii) and Per Cal. Pub. Con. Code 4104.5.

52.5 Contract Form

All purchases shall be documented. MTS may document purchases using one of the following contract forms: Formal Contract, Purchase Order, Vendor Service Contract Form, Memorandum of Understanding, Memorandum of Agreement and purchases by Payment Card when permissible under the MTS Purchasing Card Policy.

52.6 Contract Award

The authority to approve and execute all procurement activities shall be in accordance with MTS Board Policy No. 41 – "Signature Authority".

Comment [SS44]: Generally stated within Board Policy No. 52, Section 52.2 (A), (ii), (iii).

52.7 Protests

- A. Content Based Protest: Protests based on the content of the procurement solicitation shall be filed with MTS Procurement Manager within 10 calendar days after the procurement solicitation is first advertised. The Chief Executive Officer's designee, the MTS Procurement Manager, shall issue a written

Comment [SS45]: Stated within Current Board Policy No. 52, Section 52.3. and included within MTS's Enabling Legislation at Cal. Pub. Util. Code 120224.4.

decision on the protest prior to opening of the procurement solicitation. A protest may be renewed by refiling the protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.

- B. Award Protest: Any bidder may protest the intent to award on any ground not based upon the content of the procurement solicitation by filing a protest with MTS Procurement Manager within 15 calendar days after the mailing of the notice of the intent to award.
- C. Content of Protest: Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest.
- D. Opportunity to be Heard: Protestors shall have an opportunity to appear and be heard before the Board of Directors prior to the opening of the procurement solicitation in the case of protests based on the content of the procurement solicitation, or prior to final award in the case of protests based on other grounds or the renewal of protests based on the content of the procurement solicitation. The decision of the protest by the Board of Directors shall be in writing and constitutes a final administrative decision for purposes of judicial review pursuant to Cal. Code of Civ. Pro. § 1094.6
- E. Protests on Federally Funded Procurements: MTS shall notify the FTA when MTS receives a protest on a federally funded procurement and keep the FTA informed about its status. A protestor may appeal to the FTA within five (5) working days of the date when the protestor receives actual or constructive notice of MTS's final decision on a protest.

Comment [SS46]: FTA Circular 4220.1F Ch. VII, 1.

52.8 Responsible and Responsive Contractors

MTS shall award contracts only to responsible and responsive contractors. The degree and complexity of the responsibility and responsiveness analysis shall depend on the procurement method utilized. The solicitation must identify all factors to be used in evaluating whether contractors are responsible and responsive.

- A. Responsible: In selecting a responsible contractor, MTS staff shall consider:
 - the contractor's capacity to perform the work required by the contract documents with respect to financial strength, resources available and experience; and the contractor's integrity and trustworthiness to complete performance of the work in accordance with the contract.
- B. Responsive: MTS staff, prior to making a recommendation to award, shall ensure that all prospective contractors meet all the responsiveness requirements of the solicitation which may include, but shall not be limited to,

Comment [SS47]: Generally stated within current Board Policy No. 52, Section 52.2 (D)(iii)(k).

Comment [SS48]: Generally stated within current Board Policy No. 52, Section 52.2 (D)(iii)(j).

submission of all required documentation and meeting all minimum performance qualifications.

52.9 Prequalification

MTS may prequalify contractors when there is a reasonable expectation that the procurement may involve precise specifications and performance standards.

52.10 Bonds, Retention and Rates

A. Bonding

- (i) Bidder's Security – MTS shall require the following forms of bidder's security for all construction service contracts estimated to cost more than \$50,000: cash, a cashier's check, certified check or a bidder's bond executed by an admitted surety insurer. MTS may require bidder's security for other procurements when MTS finds it necessary to provide assurance that the bidder will execute the contract as may be required.

Comment [SS49]: Generally stated within current Board Policy No. 52, Section 52.2 (D)(iii)(e) and included within Cal. Pub. Con. Code, § 20342.

- (ii) Payment Bond – MTS shall require that for all construction service contracts over \$25,000, a payment bond be provided by the Contractor. MTS may require payment bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will make payment to all people and firms supplying labor and material.

Comment [SS50]: Per Cal. Civ. Code, § 9550

- (iii) Performance Bond – MTS shall require that for all construction service contracts over \$100,000 that are funded in whole or in part with federal funds, a performance bond be provided by the Contractor. MTS may require performance bonds for other procurements when MTS finds it necessary to provide additional assurances that the Contractor will fulfill all contractual obligations.

Comment [SS51]: Per FTA Circular 4200.1F, Ch. IV, Section 2 (i)(b)

B. Retention

MTS shall require that for all construction contracts over \$5,000, MTS will retain at least 5% of the contract price. MTS may hold more than 5% retention if a finding is made by the Chief Executive Officer at a public hearing on a project by project basis that an increased amount is necessary and such findings are detailed in the bid documents.

Comment [SS52]: Cal. Pub. Con. Code 9203n and Cal. Pub. Con. Code 7100(b)(4).

C. Prevailing Wage

All public work contracts (as that term is defined by the Cal. Lab. Code § 1771 and the federal Davis Bacon Act) valued at more than \$1,000 shall be subject to the payment of federal and/or state prevailing wage wages, whichever is

Comment [SS53]: Stated within current Board Policy No. 52, Section 52.2 (D) (i).

higher. Public works contracts funded solely with federal funds valued at more than \$2,000 shall be subject to the payment of federal prevailing wage.

Original Policy Enacted on 6/22/2006

Policy Revised on 9/13/2007

Policy Revised on 11/18/2010

Policy Revised on 6/9/2016

Exhibit AStatutory and Regulatory Requirements Table:

The following is a listing of the sources of laws, regulations, and guidance that MTS shall follow, depending on the procurement's funding source:

Federal Statute, Regulations, and Policies	Subject
49 U.S.C Chapter 53	Mass Transportation
49 CFR Part 18	Administrative Requirements for Grants and Cooperative Contracts
FTA Circular 4220.1F	Third Party Contracting Guidance
FTA Circular 5010.1D	Grant Management Guidelines
FTA Circular 5100.1	Bus and Bus Facilities
FTA Circular 5300.1	State of Good Repair
FTA Circular 6100.1E	Technology
FTA Circular 9030.1E	5307 Program
FTA Circular 9040.1G	Non Urbanized
FTA Circular 9045.1	New Freedom
FTA Circular 9050.1	JARC
FTA Circular 9070.1F	ADA Capital
FTA Circular 9300.1B	Capital Investment
Office of Management of Budget (OMB) Circular A-87	Cost Principles for State, Local and Indian Tribal Governments
FTA Master Agreement	Annual Terms and Conditions of FTA funded projects
FTA Certification and Assurances	Annual Agreement between MTS and FTA
Moving Ahead for Progress in the 21st Century Act (P.L. 112-141)	Transportation Law Appropriating Transportation Funds
FAR Part 31	Federal Cost Principles
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

State Laws	Sections(s)	Subject
Public Utilities Code	120220 – 120228	MTS Enabling Legislation
Civil Code	9550 et seq.	Payment Bond Requirement for Construction Projects
Civil Code	3320 – 3321	Prompt Payment and Retention to Design Professionals
Code of Civil	995.311	Verification of Admitted Surety Insurers on

Procedure		Bonds
Government Code	4525 et seq.	Architect & Engineering Services
Government Code	6250 – 6270	California Public Records Act
Government Code	5956 et seq.	Infrastructure Projects
Government Code	14080 et seq.	Funding from California Department of Transportation for Exclusive Mass Transit Guideway Systems
Labor Code	1720, 1720.2, 1720.3, and 1771	Public Works and Prevailing Wage
Code of Regulations	8 CCR 16000	Public Works and Prevailing Wage Cont.
Public Contract Code	1103	Responsible Bidder in Public Work Contracts
Public Contract Code	1104	Architectural & Engineering Plans and Specifications
Public Contract Code	3300	Contractor's License in Specifications for Bids
Public Contract Code	3400	Trade Name or Specific Names in Specifications for Bids
Public Contract Code	4100 - 4114	Subcontracting
Public Contract Code	5100 - 5107	Relief of Bidders
Public Contract Code	6109	Ineligible and Debarred Contractors and Subcontractors
Public Contract Code	6610	Contents of Notice Inviting Bids
Public Contract Code	7100 - 7200	Public Work Contract Clauses
Public Contract Code	9201 - 9203	Claims and Disputes
Public Contract Code	20101	Prequalification of bidders
Public Contract Code	20103.5	Effect of License Requirement on Bid
Public Contract Code	20103.6	Procurement of Architectural Design Services
Public Contract Code	20103.8	Determining the Lowest Bid

Public Contract Code	20104	Resolution of Construction Claims
Public Contract Code	20104.50	Progress Payments on Public Works
Public Contract Code	20216	Competitive Negotiation Process
Public Contract Code	20341	Procurement of Construction Services
Public Contract Code	20342	Bidder's Security – Bid Bond Requirement for Construction Projects

Exhibit A was originally adopted on 6/9/2016.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619/231-1466
FAX 619/234-3407

Policies and Procedures No. 3

SUBJECT:

Board Approval: 1/29/04

DESIGN-PREPARATION PLANS, SPECIFICATIONS, AND ESTIMATES

PURPOSE:

To provide for preparing and approving contract plans, specifications, and cost estimates.

BACKGROUND:

Section 14085 et seq. of the State Government Code (SB 580) requires that any state agency using state funds for mass transit guideway adopt policies and procedures for its design activities.

POLICY:

Plans, specifications, and estimates (PS&Es) for MTS projects shall be prepared in the most functional and timely manner possible by competent engineers in any combination of public agency staff, consultants, or MTS staff as appropriate.

PS&Es shall generally be prepared in accordance with accepted practices as defined by major project administrators, such as the California Department of Transportation (Caltrans).

Design criteria shall be as adopted by the MTS Board and other accepted engineering practices used in operating rail transit and railroad systems.

GUIDELINES:

PS&E packages shall generally contain the following:

- A. Plans - The official project plans and standard plans and profiles, typical cross sections, general cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the responsible engineer, which show the location, character, dimensions, and details of the work to be performed.



B. Specifications

1. Special provisions shall contain specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the standard specifications.
2. Standard specifications shall provide the directions, provisions, and requirements contained in published documents setting forth conditions and requirements that are reoccurring in like work.

C. Estimate - The engineer's estimate shall list the estimated quantities of work to be performed and estimated costs of each item and for the total construction.

SGreen/JGarde
POLICY.3.DESIGN-PREP PLANS SPECS ESTIMATES
7/10/06

Original Policy approved on 9/11/78.

Policy revised on 7/28/80.

Policy revised on 9/8/80.

Policy revised on 11/23/81.

Policy revised/renumbered on 1/29/04.

| Policy repealed on 6/9/2016.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619/231-1466
FAX 619/234-3407

Policies and Procedures No. 5

SUBJECT:

Board Approval: 1/29/04

CONSTRUCTION CONTRACT ADMINISTRATION AND CONTRACTOR ASSURANCES

PURPOSE:

To provide policy for administering MTS construction contracts.

BACKGROUND:

Government Code Section 14085, et seq., requires that any public entity receiving state funds for exclusive public mass transit must adopt policies and procedures for contract administration.

POLICY:

MTS contractors must meet all applicable laws concerning labor law, labor rates, Equal Employment Office (EEO), and licenses. MTS shall ensure that the following requirements are carried out:

Contractors' Licensing Laws

All bidders and contractors shall be licensed in accordance with the laws of California. Additionally, contractor requirements shall be guided by the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

Labor Compliance

The contractor may not, in any case, pay workmen less than the stipulated prevailing rates paid for such work or craft in the San Diego area by the contractor or any of his subcontractors.

The contractor will be responsible for complying with the provisions of the Fair Labor Standards Act of 1938 as amended.

MTS contractors shall be required to provide Workers' Compensation Insurance to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior



to commencement of work, the contractor shall sign and file with MTS a certification of compliance.

In all cases, the MTS requirements for contractor labor compliance shall be guided by the labor code and the State's Construction Manual "Labor Compliance" section.

Equal Employment Opportunity (EEO)

The contractor shall comply with the EEO requirements set forth by Title VI of the 1964 Civil Rights Act on any project where federal funds are included.

The contractor shall also comply with Sections 1431 and 1735 of the Labor Code and Sections 300 and 317 through 323 of Title 8 of the California Administrative Code, which prohibits labor discrimination and requires the contractor to submit an Equal Opportunity Program and certification fee to the Fair Employment Practice Commission for contracts over \$200,000.

Additionally, the contractor shall comply with the adopted MTS Affirmative Action Plan.

SGreen/JGarde
POLICY.5.CONSTRUCTION CONTRACT ADMIN
& CONTRACTOR ASSURANCES
7/10/06

Original Policy approved on 9/11/78.

Policy revised on 7/28/80.

Policy revised on 11/23/81.

Policy revised on 2/7/85.

Policy revised/renumbered on 1/29/04.

Policy repealed on 6/9/2016.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619/231-1466
FAX 619/234-3407

Policies and Procedures No. 14

SUBJECT:

Board Approval: 2/12/04

**RELIEF FROM MAINTENANCE AND RESPONSIBILITY AND ACCEPTANCE OF
WORK ON CONSTRUCTION CONTRACTS**

PURPOSE:

To accept work completed by MTS construction contractors.

BACKGROUND:

As MTS's construction contractors complete certain major portions or entire projects, it is appropriate that MTS accept the work.

POLICY:

- 14.1 Upon written application by the contractor, the MTS Board of Directors will grant relief from maintenance and responsibility on major elements of each major construction project as permitted in the contract specifications.

The Chief Executive Officer shall establish procedures for granting said relief. The Chief Executive Officer shall be delegated authority to grant said relief in writing to the contractor and shall report actions on contracts over \$25,000 to the Board.

- 14.2 Upon written application by the contractor, the MTS Board of Directors will accept the entire work on major construction contracts provided that the work has been completed, in all respects, in accordance with the contract plans and specifications.

The Chief Executive Officer shall be the delegated the authority to accept contracts on behalf of the Board and shall report all contract acceptances over \$25,000 to the Board of Directors.

- 14.3 In determining acceptance, these procedures should be followed:

- a. The contractor shall request acceptance in writing.



- b. Concurrence to the request by the MTS Resident Engineer shall be in writing to the Chief Executive Officer and include these findings: (1) that the contract has been completed in accordance with the plans and specifications, (2) a statement as to the financial condition of the contract, and (3) a statement as to whether the contract was completed on time or with an apparent overrun.
- c. The Chief Executive Officer shall accept the action and report the findings in c above to the Board of Directors.

DDarro/JGarde
POLICY.14.RELIEF MAINT & RESPONS ACCEPT WORK CC
7/12/06

Original Policy approved on 7/28/80.

Policy revised on 11/23/81.

Policy revised on 1/10/83.

Policy revised on 7/26/90.

Policy revised/renumbered on 2/12/04.

Policy repealed on 6/9/2016.

REPEALED



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Policies and Procedures No. 54

SUBJECT:

Enacted: 3/22/2007

RULES OF PROCEDURE FOR METROPOLITAN TRANSIT SYSTEM (MTS)
ADMINISTRATIVE HEARINGS

PURPOSE:

To define the rules of procedure for MTS Board of Directors administrative hearings.

BACKGROUND:

On January 1, 2006, MTS modified its enabling legislation to allow for the appeal of the denial of a protest regarding any MTS procurement by way of an administrative hearing. Public Utilities Code section 120224.4 and MTS Procurement Policy No. 52 allow individuals to file a protest in response to a procurement solicitation or a Notice of Intent to Award. Protests based on the content of a procurement solicitation must be filed with the Board within 10 calendar days after the procurement solicitation is first advertised. Protests based on the issuance of a Notice of Intent to Award must be filed within 15 calendar days after the mailing of the notice.

Thereafter, the MTS Chief Executive Officer (CEO) or his or her designee, typically a Protest Evaluation Committee or outside counsel, issues a written decision on the protest. Individuals then have the opportunity to appeal the denial of any protest through an administrative hearing before the full MTS Board. The decision on the appeal of the protest by the MTS Board must be in writing and constitutes a final administrative decision for purposes of judicial review pursuant to section 1094.6 of the Code of Civil Procedure.

The following rules of procedure shall govern any administrative hearing before the MTS Board of Directors.

54.1 Definitions

For purposes of this policy, the following definitions shall apply:

54.1.1 "Board" shall mean the Board of Directors of the San Diego Metropolitan Transit System.



- 54.1.2 "CEO" shall mean the Chief Executive Officer of the San Diego Metropolitan Transit System.
- 54.1.3 "General Counsel" shall mean the General Counsel of the San Diego Metropolitan Transit System.
- 54.1.4 "Protestor" shall mean a person, or business entity represented by a designated employee or officer, who submits or who plans to submit a proposal or bid in response to a procurement solicitation and who submits a written protest to any acquisition or procurement conducted by MTS or its subsidiaries.

54.2 Setting the Matter for Hearing

- 54.2.1 Upon receipt of a Request for Reconsideration of Protest, the General Counsel shall set the matter for a hearing not less than 10 calendar days and no more than 90 days from receipt of the request. The General Counsel shall provide written notice to the Protestor of the date, time, and location of the hearing no less than 5 calendar days before the hearing is scheduled to occur. Any hearing may be continued for more than 90 days upon a showing of good cause and approval by the Board.
- 54.2.2 Whenever this policy authorizes or requires the delivery of any notice or paper, the notice or paper shall be deposited in the United States mail, certified return receipt requested, in a sealed envelope addressed to the Protestor, at the Protestor's last known address. Delivery of the notice or paper shall be complete at the time of the deposit.

54.3 Right to Representation by Counsel

- 54.3.1 Protestors may be represented by an attorney at any hearing before the Board. If the Protestor is to be represented by an attorney, written notice of that representation, including the name, address, and phone number shall be provided to the General Counsel at least 3 calendar days before the hearing. After the filing of a written notice indicating the Protestor shall be represented by an attorney, all notices transmitted by MTS shall be served upon the Protestor's attorney.

54.4 Failure to Appear at the Scheduled Hearing

- 54.4.1 Any Protestor who has filed a Request for Reconsideration of Protest and who fails to make an appearance at the hearing, either in person or through an attorney, after having received the notice of the time and place of the hearing shall be deemed to have waived the right to appeal and shall forfeit all rights to a hearing.

54.5 Discovery

54.5.1 Copies of all documents and materials upon which the MTS CEO (or his or her designee) relied upon in issuing the denial of the protest shall be mailed by the General Counsel to the Protestor (or his or her attorney) 5 calendar days before the scheduled hearing date.

54.5.2 Copies of all documents and materials upon which the Protestor intends to rely upon as part of his or her defense to the CEO's, or his or her designee's, written decision shall be mailed (pursuant to Section 54.2.2) to the MTS General Counsel no later than 5 calendar days prior to the scheduled hearing. Such copies shall be mailed to:

MTS Office of General Counsel
Attention: Administrative Hearing Materials
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490

54.5.3 Only those documents filed with the General Counsel in accordance with Section 54.5.2 of this policy shall be considered for admission into evidence at the hearing.

54.6 Conduct of the Hearing

Hearings held by the Board shall be conducted according to the following format:

54.6.1 The Clerk of the Board shall read the title of the case and ask for appearances from all parties. The names of the parties and all witnesses shall be entered into the record.

54.6.2 The Clerk of the Board shall mark for identification only, and not as evidence, all papers in the official file of the hearing, which should include:

- a. The Request for Reconsideration of Protest filed by the Protestor.
- b. The Notice of Administrative Hearing setting the date and time of the hearing.
- c. Copies of all reports and materials upon which the MTS CEO or his or her designee relied upon in issuing the denial of the protest.
- d. Copies of all reports and materials submitted by the Protestor upon which the Protestor intends to rely upon as part of his or her defense to the CEO's (or his or her designee's) denial of the protest.

54.6.3 The Clerk of the Board shall swear in any witnesses. All testimony shall be under oath or affirmation.

54.6.4 Outside Counsel representing MTS shall present evidence to support the denial of the protest. MTS shall bear the burden of proof upon a preponderance of the evidence that the denial of the protest should be upheld.

54.6.5 The Protestor or his or her attorney shall then present evidence that the denial of the protest was improper.

54.6.6 Each party will be allowed to cross-examine witnesses in the order determined by the Board.

54.6.7 Each party shall have the opportunity to present rebuttal evidence in the order determined by the Board.

54.6.8 The Chairman of the Board shall have the discretion to set reasonable time limits on the presentation of evidence by each party.

54.6.9 The Board will then close the hearing and submit the matter for decision.

54.6.10 The Board may, upon a motion, continue any hearing to another time and place, order additional evidence to be presented, or allow other evidence to be gathered and presented to allow proper presentation of the case. Upon a motion of either party, the Board may grant a continuance for good cause shown.

54.6 Rules of Evidence Applicable to Hearing

54.7.1 The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Board shall have the discretion to hear all relevant evidence if it is the type on which a responsible person would rely regardless of the existence of any common law or statutory rule, which might make it an improper admission of evidence in a civil action. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. The Board shall have the discretion to exclude any irrelevant or repetitive evidence.

54.7.2 Each party shall have the right to call and examine witnesses on any matter relevant to the issues even though that matter may not have been covered in direct examination.

54.7.3 Each party shall have the right to impeach any witness regardless of which party first called the witness to testify.

54.7.4 Each party shall have the right to rebut the evidence against that party.

- 54.7.5 If the Protestor does not testify on his or her behalf, the Protestor may be called and examined under cross-examination.
- 54.7.6 In its discretion, the Board may consider hearsay evidence if it would be admissible in a civil action.
- 54.7.7 The hearing shall be conducted in the English language. The proponent of any testimony to be offered by a witness in a language other than English shall provide a certified interpreter proficient in the English language and the language in which the witness will testify to serve during the hearing. The cost of the certified interpreter shall be paid by the party providing the interpreter.

54.8 Findings and Determinations by the Board

- 54.8.1 The Board shall determine all factual issues raised by the Request for Protest Reconsideration.
- 54.8.2 Upon completion of the hearing, the Board shall make findings of fact as to whether the decision of the CEO, or his or her designee, in denying the protest is supported by the evidence presented or existing in the official file.
- 54.8.3 The Board shall have the discretion to uphold the denial of the protest, overturn the denial of the protest, or order additional evidence to be submitted in order to make a final decision.
- 54.8.4 The Board shall issue a final written decision within 10 calendar days of the hearing. The time for judicial review of the final written decision of the Board shall be governed by California Code of Civil Procedure section 1094.6.

54.9 Judicial Review

- 54.9.1 Judicial review of any decision of the Board may be had pursuant to section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate authorized by said section is filed within the time limits specified in this chapter.
- 54.9.2 Any petition for writ of mandate authorized by section 1094.5 of the California Code of Civil Procedure must be filed no later than the 90th day following the date on which the final written decision of the Board is issued.
- 54.9.3 The complete record of the proceedings at which the decision was reached shall be prepared by the Clerk of the Board and shall be delivered to the Protestor within 190 days after the filing of a written request therefore. The Board may recover its actual costs for transcribing or otherwise preparing the record. Such record

shall include the transcript of the proceedings, all pleadings, all notices and orders, any decision by the CEO or his or her designee, the final written decision, all admitted exhibits in the possession of the Board, and any other papers in the matter.

- 54.9.4 If the Protestor files a request for the record as specified in Section 54.9.3 of this policy within ten days after the date the decision becomes final, the time within which a petition pursuant to section 1094.5 of the California Code of Civil Procedure may be filed shall be extended to no later than the 30th day following the date on which the record is either personally delivered or mailed to the Protestor or the attorney of record.
- 54.9.5 In making a final written decision, the Board shall provide notice to the Protestor that the time within which judicial review must be sought is governed by this policy and section 1094.6 of the California Code of Civil Procedure.

TLoren/JGarde
POLICY.54.ADMINISTRATIVEHEARINGS.doc
3/22/07

Original Policy enacted on 3/22/07.
Policy repealed on 6/9/2016.



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM AUTOMOBILE LEASING SERVICE
– CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1872.0-16, (in substantially the same format as Attachment A) with Enterprise Fleet Management (Enterprise) for the provision of non-revenue Automobile Leasing Services, for a five (5) year base term and three (3) one year options, exercisable at MTS's sole determination.

Budget Impact

The total cost of this agreement would not exceed \$9,356,272.00 over the entire term of the agreement as shown in Table 1, below, and will be included in each department's respective annual operating budgets.

FISCAL YEARS (2017 - 2025)	TOTAL COSTS
Base Years – 2017 - 2022	\$5,586,127.00
Option Years – 2022 - 2025	3,770,145.00
GRAND TOTAL COST (Base + Option Years 2017 - 2025)	\$9,356,272.00

DISCUSSION:

MTS routinely uses a fleet of administrative support vehicles to sustain its transit operations. This fleet includes cars, pickup trucks and utility vehicles used to transport bus and train operators between service delivery points. These vehicles are used by train and transit supervisors to respond to routine and emergency operational issues in the field, and by administrative and management staff for attendance at official offsite meetings and public transit related events.



To ensure that MTS obtains the best overall economic value in this procurement, staff conducted a lease versus purchase analysis, which revealed that leasing is more advantageous than outright purchase given the high costs of ownership, in particular the expense associated with keeping the vehicles in good operating condition.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for acquisitions exceeding \$100,000.

On March 4, 2016, MTS issued a Request for Proposals (RFP) for Automobile Leasing Services. Three proposals were received on the due date of April 5, 2016, as follows:

1. Acme Auto Leasing, LLC. (Acme)
2. Dion International Trucks, LLC. (Dion)
3. Enterprise Fleet Management (Enterprise)

All were deemed responsive and responsible.

A selection committee, consisting of representatives from the MTS Finance, Bus Operations, Trolley Operations, and Contract Services departments, met and scored the proposals based on the following:

- | | | |
|----|---|-------------------|
| 1. | Capacities and Capabilities | 25% |
| 2. | Qualifications, Experience and References | 15% |
| 3. | Staffing, Org., Management Plan | 15% |
| 4. | Work Plan | 25% |
| 5. | Cost and Price | 20% |
| | | Total 100% |

After the initial evaluation, Enterprise Fleet Management was deemed the only proposer to be within the competitive range that had offered the best value to MTS.

The following table represents the proposers' final scores and rankings:

PROPOSER NAME	TOTAL AVG. TECH. SCORE	COST SCORE	TOTAL SCORE (Tech + Cost)	RANKING
Enterprise Fleet	48	47.5	95.5	1
Dion	26.5	47.5	74	2
Acme	22.5	50	72.5	3

Staff then negotiated with Enterprise to reduce the overall Not to Exceed amount for the entire term of the agreement. As a result, the total cost of this project was reduced by \$241,433.00 from the originally proposed \$9,597,705.00 to a downward adjusted \$9,356,272.00.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G1872.0-16, (in substantially the same format as Attachment A) with Enterprise for the provision of non-revenue Automobile Leasing Services, for a five (5) year base term and three (3) one year options, exercisable at MTS's sole determination.



Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft Standard Services Agreement; Contract G1872.0-16
B. Scope of Work
C. Cost Breakdown

**STANDARD SERVICES AGREEMENT
FOR
AUTOMOBILE LEASING SERVICES
DRAFT**

G1872.0-16
CONTRACT NUMBER

121.9
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Enterprise Fleet Management

Address: 9444 Farnham Street, Ste. 210
San Diego CA, 92123

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 858-450-2823

Email Address: Zachary.d.skilton@efleets.com

Authorized person to sign contracts: Zachary D. Skilton Regional Sales Manager
Name Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Automobile Leasing Services, as specified in the Scope of Work (attached as Exhibit A), Enterprise Fleet Managements' Proposal (attached as Exhibit B), and in accordance with the Standard Services Agreement, including the Standard Conditions Services (attached as Exhibit C), and the Federal Requirements (attached as Exhibits D).

The period of performance for the non-revenue Automobile Leasing Services shall commence on July 1, 2016 and expire on June 30, 2021, with three (3) one year options which if awarded shall revise the expiration of this Agreement to June 30, 2024.

Total contract amount shall not exceed **\$ 5,586,128.00** for the initial five (5) year term of the Contract.

Total contract amount shall not exceed **\$ 3,770,145.00** for the three (3), one year option term of the Contract.

Total contract amount shall not exceed **\$ 9,356,273.00** over the entire eight (8) year term of the Contract.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
<u>\$ 9,356,273.00</u>	<u>MULTIPLE ACCOUNTS</u>	<u>2017-2025</u>

By: _____
Chief Financial Officer Date
(____ total pages, each bearing contract number)

SCOPE OF WORK SPECIFICATION FOR SERVICES

SCOPE OF SERVICES

SUMMARY:

MTS is seeking proposals for the leasing and maintenance of fleet support vehicles (Fleet). This shall entail approximately one hundred twenty (120) vehicles over a five (5) year period. MTS reserves the right to increase or decrease as well as request additional vehicles outside of those identified herein, at its sole discretion, in addition to the size of the Fleet and makes no ordering commitment to the awarded Contractor. Contractor shall provide MTS with a comprehensive program for the leasing and complete maintenance of fleet support vehicles over the entire term of the contract. The timing and mix of the vehicles may change with MTS business needs over the course of the contract. As a result, MTS requires an established program for the leasing of vehicles and preventative and on-going maintenance services which can meet the dynamic needs and requirements of MTS.

MTS intends to award a multiple year full service open-ended lease contract that permits MTS to order new replacement vehicles throughout the term of the contract. The term of the contract shall be for a five (5) base year period with three (3) one (1) year option periods. MTS reserves the right to acquire any type of vehicle, manufacturers' make and model throughout the contract period when and as requested solely by MTS.

MTS's current leased vehicle fleet consists of primarily Ford vehicles as reflected in "Attachment A – Current Lease Vehicle Fleet" contained within the Complete Attachment Package (attached as a separate document package) ancillary to this scope of work. As such, MTS has provided specification requirements for current leased vehicles in the aforementioned Complete Attachment Package and is allowing for requests for approved equals for all identified vehicles in accordance with Section A.1.16 "Changes" Subsection b. "Request for Approved Equals".

MTS requests Contractors to provide proposals, which describes in detail Contractors approach to the leasing of vehicles as well as preventative and on-going regular maintenance for said vehicles. Contractors proposals shall also detail cost saving measures, lease management processes, maintenance and servicing methods and practices which best address MTS's continuous need for the fleet support vehicle services, as described herein.

MTS expects to award a comprehensive contract to a Contractor who can provide all services requested in this RFP. Be advised that lease arrangements shall be subject to availability of MTS funding throughout the term of the contract.

Capital cost of vehicles and monthly lease payments shall be included as part of contractors submission.

MINIMUM REQUIREMENTS:

Contractor shall fully describe the scope of services being proposed including but not limited to staffing levels, vehicle types, leasing plan(s), maintenance program(s), as well as additional resources and/or services which meet the needs and requirements of MTS.

The Contractor shall have been in vehicle leasing for a period of no less than three (3) years.

The Contractor shall be required to provide vehicle status updates including delivery, disposal, maintenance, and other relevant notices within 48 hours of a request by MTS.

The Contractor shall be required to establish and maintain an organizational structure which facilitates local management of the proposed lease program. The organizational structure and local management is requested to ensure MTS maintains continuity and reliability for all fleet vehicle services required under this contract.

All vehicle ordering shall originate directly from MTS when and as requested solely by MTS's designated staff.

REPORTING:

The Contractor shall propose a contract status report process, inclusive of reporting documentation, charts and other reporting tools. Reports shall cover all vehicles delivered, or otherwise in the possession of MTS at any time during the previous month inclusive of additional options, packages, and other details as requested by MTS. A separate section of the report shall address outstanding undelivered orders. The reports shall include, at a minimum, the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by MTS); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible and updated online, on a monthly basis.

MINIMUM VEHICLE SPECIFICATIONS

A list of example vehicle specifications is contained in the "Complete Attachment Package" attached separately.

MTS Specialty Maintenance Vehicles:

MTS utilizes a number of pickup trucks with "add-on" features such as lift gates, transfer tanks, tool containers, and other features which are required to ensure the pickup trucks meet the needs and performance requirements of MTS.

These "add-on" features necessarily need to be specified individually at time of order for each of the trucks ordered under this contract. The attachment package, attached separately from this package, contains an example of one such vehicle. As such, Contractors proposal shall include a methodology of how "add-on" features can be implemented when and as required by MTS. This methodology shall include an example using the specifications included in the aforementioned Attachment package attached separately. This methodology shall also include how the pricing, installation and equipment/labor warranties would function.

LEASE REQUIREMENTS

A. Lease Type – Contractor shall propose on the following criteria:

1. Five (5) year with three (3) one year options **full service** open-ended lease with no mileage restrictions.
2. For the purpose of cost comparison, vehicles must be depreciated at 1.35% per month.
3. Contractor shall list all applicable fees, tax and finance charges.
4. End of lease option shall be proposed by the Contractor.

B. Orders, delivery & Acceptance

1. Contractor shall detail their internal vehicle order process including but not limited to Contractors internal coordination, logistical requirements, estimated times and delivery tables, acceptance requirements, quality control and quality assurance measures, and other information applicable to Contractors internal vehicle order processes.
2. Contractor shall detail their external customer vehicle order process including but not limited to customers order requirements, ability to provide online ordering, automation, transparency, tracking, coordination, and other vehicle order related processes proposed by the Contractor.
3. All vehicles leased under the agreement shall be inspected by MTS staff, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.
4. Each vehicle furnished under this contract shall be of good quality and in safe operating condition. MTS reserves the right, at its sole discretion, to reject any and all vehicles it deems unsafe and/or defective at the time of delivery. Following rejection of an unsafe and/or defective vehicle, Contractor shall provide a temporary replacement vehicle at no cost until the Contractor delivers an acceptable vehicle of good quality and in safe operating condition.
5. Contractor shall be responsible for licensing and registration of the vehicle to MTS with exempt license plates and payment of applicable taxes. Only licensing, registration and any applicable tax can be billed back to MTS, but all other administrative costs shall be the responsibility of the Contractor and shall be included in prices paid under this contract.
6. Contractor shall provide an option(s) for the lease of used vehicles, in their proposal submissions.

C. Maintenance Program

1. MTS requires a detailed and comprehensive Contractor led and managed Maintenance Program (Program) which has the ability to accommodate MTS's various operating locations. The Program shall include measures which reduce MTS staff time in managing and coordinating maintenance and repairs of leased vehicles.
2. Contractor shall identify in detail, specifically what repairs and maintenance activities are included and excluded in the Contractor provided maintenance program. Standard repairs shall include consumables (e.g. oil and filter changes) and normal repairs and shall be included in Contractors maintenance program. Typical maintenance requirements would be:
 - a) All factory recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer to scheduled and unscheduled maintenance, excluding tires and brakes.
 - b) Brakes and tires will be excluded from the maintenance cost, but will be included in the awarded contractor's services and billed back to MTS at cost with no additional mark-ups.

3. Contractor shall explain best practice measures and Contractor management methods which reduces and minimizes the "down time" of the MTS leased fleet vehicles.

D. Billing and Reports

1. Contractor shall detail its invoicing method(s) as well as tracking and reporting capabilities, including but not limited to comprehensive invoicing, monthly management reports and online reporting capabilities, and ad hoc reports.
2. Contractor shall supply a lease balance and estimated resale value of vehicles, when and as requested by MTS throughout the term of the contract, including at the end of the lease term.
3. Contractor shall have the capability of sending vehicle repair work orders to MTS, via emails.
4. Contractor shall have the capability of receiving vehicle repair work orders from MTS, via emails.
5. Contractor shall be required to meet with MTS staff not less than annually to go over current fleet status, fleet performance, contractor performance and other contractual and non-contractual related matters.

E. Emergency Assistance

Contractor shall provide MTS with 24 hour / 7 day a week emergency response service.

F. Resale of Vehicles

Contractor shall be responsible for the resale of all leased vehicles at the end of the contract period. The Contractor shall propose as part of their submission a strategy to garner the highest return on each individual vehicle sale within the wholesale used car market.

Contractor shall be responsible for removing and destroying all MTS decals, if any, on vehicles returned prior to or at the end of the vehicles lease agreement period at no cost.

G. Mobilization

Contractor shall provide a detailed and comprehensive solution for mobilization of the existing fleet and the measures to be taken to ensure MTS continues to maintain an operational and functional fleet of vehicles throughout the transition and mobilization phase.

H. Demobilization

Contractor shall provide a detailed solution for demobilization and transition of an existing fleet to another contractor.

Initial 5 Base Years

Quote	Model	Base	Tax	Full Maint. Service	Tires, Brakes & Other Serv.	After Market Equip. (Est. 15%)	Total	year 1	year 2	year 3	year 4	year 5	Total all 5 years	Number of Vehicles	Total Cost Year 1-5
3161695	Ford Fusion	\$309.12	\$24.93	\$51.77	\$51.61	-	437.43	5,249	5,407	5,569	5,736	5,908	27,869	33	919,667
3161677	Ford Escape	\$322.77	\$25.82	\$51.77	\$51.61	-	451.97	5,424	5,586	5,754	5,927	6,104	28,795	25	719,876
3161668	Ford Explorer	\$424.62	\$33.97	\$56.08	\$51.61	84.94	551.23	7,815	8,049	8,291	8,539	8,796	41,489	33	1,369,148
3161644	Ford F150	\$344.76	\$27.58	\$56.08	\$51.61	72.00	552.04	6,624	6,823	7,028	7,239	7,456	35,170	17	597,892
3161596	Ford F250	\$443.65	\$35.49	\$61.76	\$51.61	88.88	681.39	8,177	8,422	8,675	8,935	9,203	43,411	26	1,128,688
3161542	Ford F350	\$454.25	\$36.34	\$69.02	\$51.61	91.68	702.91	8,435	8,688	8,949	9,217	9,494	44,782	19	850,856
															5,586,127

Additional 3 Option Years

Quote	Model	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Total 3 Option Years	Number of Vehicles	Total Contract (Base + Options)
3161695	Ford Fusion	6,085	6,268	6,456	6,645	6,834	33	620,694	1,540,361
3161677	Ford Escape	6,288	6,476	6,670	6,864	7,058	25	485,853	1,205,728
3161668	Ford Explorer	9,059	9,331	9,611	9,894	10,177	33	924,054	2,293,202
3161644	Ford F150	7,680	7,910	8,147	8,384	8,621	17	403,525	1,001,417
3161596	Ford F250	9,479	9,763	10,056	10,349	10,642	26	761,766	1,890,454
3161542	Ford F350	9,778	10,072	10,374	10,677	10,980	19	574,253	1,425,109
								3,770,145	9,356,272

Average monthly cost for Tires and Brakes \$1,800.00

Average monthly cost for non-covered services/repair \$4,600.00

Current vehicles counts 124.00

Monthly cost bill back to MTS per vehicle \$51.61

Lease Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Ford Fusion	132,284	136,252	140,340	144,550	148,887	702,313
Ford Escape	104,577	107,714	110,946	114,274	117,702	555,213
Ford Explorer	181,602	187,050	192,661	198,441	204,394	964,148
Ford F150	75,957	78,236	80,583	83,001	85,491	403,268
Ford F250	149,492	153,976	158,596	163,354	168,254	793,672
Ford F350	111,855	115,210	118,666	122,226	125,893	593,851
	755,766	778,439	801,792	825,846	850,621	4,012,464

Maint. Serv.	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Ford Fusion	40,940	42,168	43,433	44,736	46,078	217,354
Ford Escape	31,015	31,945	32,904	33,891	34,908	164,662
Ford Explorer	76,284	78,572	80,929	83,357	85,858	405,000
Ford F150	36,658	37,758	38,891	40,058	41,259	194,624
Ford F250	63,102	64,995	66,945	68,953	71,022	335,017
Ford F350	48,408	49,860	51,356	52,897	54,484	257,005
	296,407	305,299	314,458	323,891	333,608	1,573,663
						5,586,127



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) BUS SUBCOMPONENTS
GROUPS A TO H – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute five (5) five-year contracts for the provision of bus brake and axle-related subcomponents (in substantially the same format as attachments A – E).

Budget Impact

The aggregate value of these agreements will not exceed \$1,214,961.92 over their five year terms. Funding for each respective fiscal year will be included in the MTS Bus Maintenance department budget 311014-545100. The five (5) five-year contracts are listed below in Table 1.

TABLE 1

<u>Group(s) / MTS Doc No.</u>	<u>Contractor</u>	<u>Bus Subcomponent Description</u>
<u>Group A</u> MTS Doc No. B0647.0-16	Axel Tech International LLC.	Bus Brake and Planetary Kits (Attachment A)
<u>Groups B, C & F</u> MTS Doc No. B0648.0-16	Mohawk Manufacturing and Supply Co.	Bendix Air Brakes Parts Brake Drums (Attachment B) Disc Brake Pads
<u>Group D & E</u> MTS Doc No. B0649.0-16	San Diego Friction Products, Inc.	Disc Brake Rotors (Attachment C) Brake Lining
<u>Group G</u> MTS Doc No. B0650.0-16	New Flyer Industries Canada ULC.	Shock Absorbers (Attachment D)
<u>Group H</u> MTS Doc No. B0651.0-16	Gillig, LLC.	Air Springs (Attachment E)



DISCUSSION:

MTS operates a fleet of buses to deliver fixed-route public transit services in its operating area. The agency has an ongoing fleet inspection, maintenance and repair program which helps to ensure that buses are kept in a high state of good repair and are always in the safest operating condition. The various brake and axle sub-components under this procurement are a critical element of that program. The absence of these sub-components will compromise the maintenance staff's ability to adequately maintain MTS's buses and can result in missed sign-outs and service denials.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive bid process for procurements exceeding \$100,000.

On March 30, 2016, MTS issued an Invitation for Bids. To maximize competition to include local small businesses staff divided the need into eight distinct groups, as illustrated in Table 2 below.

TABLE 2

1. Group A: Bus Brake and Planetary Kits
2. Group B: Bendix Air Brakes Parts
3. Group C: Brake Drums
4. Group D: Disc Brake Rotors
5. Group E: Brake Lining
6. Group F: Disc Brake Pads
7. Group G: Shock Absorbers
8. Group H: Air Springs

Nine (9) bids were received on the due date of April 29, 2016. After a review for responsiveness and responsibility, staff determined that the Bidders listed in Table 3, below, presented MTS with the lowest responsive and responsible bids.

TABLE 3

Group (A – H)	Bidder	Total Not to Exceed Amount
Group A: Bus Brake and Planetary Kits	AxleTech International LLC.	\$ 181,662.95
Group B: Bendix Air Brakes Parts	Mohawk Manufacturing and Supply Co.	\$ 260,266.52
Group C: Brake Drums		\$ 97,130.00
Group F: Disc Brake Pads		\$ 113,978.00
Group D: Disc Brake Rotors	San Diego Friction Products, Inc.	\$ 65,950.00
Group E: Brake Lining		\$ 59,168.75
Group G: Shock Absorbers	New Flyer Industries Canada, ULC.	\$ 224,921.60
Group H: Air Springs	Gillig, LLC.	\$ 211,884.10
	Grand Total	\$ 1,214,961.92

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute five (5) five-year contracts, as listed in Table 1, for the provision of bus brake and axle-related subcomponents (in substantially the same format as attachments A – E).



Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft MTS Doc. B0647.0-16 AxleTech & Pricing Sheet
B. Draft MTS Doc. B0648.0-16 Mohawk & Pricing Sheets
C. Draft MTS Doc. B0649.0-16 San Diego Friction & Pricing Sheets
D. Draft MTS Doc. B0650.0-16 New Flyer & Pricing Sheet
E. Draft MTS Doc. B0651.0-16 Gillig & Pricing Sheet

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0647.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: AxleTech International, LLC.

Address: 1400 Rochester Road,
Troy, MI 48083

Form of Business: Limited Liability Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 248-658-7300

Email Address: transitsales@axletech.com

Authorized person to sign contracts: <u>Mark Goetel</u>	<u>Product Manager</u>
Name	Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Contractor shall furnish all necessary Group A - Bus Brake and Planetary Kits subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), AxleTech International, LLC., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group A - Bus Brake and Planetary Kits shall not exceed **\$ 181,662.95**.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
<p>By: _____ Chief Executive Officer</p> <p>Approved as to form:</p> <p>By: _____ Office of General Counsel</p>	<p>Firm: _____</p> <p>By: _____ Signature</p> <p>Title: _____</p>
AMOUNT ENCUMBERED	BUDGET ITEM
\$ 181,662.95	311014-545100
	FISCAL YEAR
	2016-2021

By: _____ Chief Financial Officer	Date _____
--------------------------------------	------------

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	AXLETECH	
						Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$20.30	\$1,421.00
Kit #2	Front Axle Seal Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$443.15	\$4,431.50
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$34.20	\$1,710.00
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$939.20	\$9,392.00
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$38.15	\$3,052.00
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$83.40	\$4,587.00
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$342.05	\$5,130.75
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$298.10	\$1,490.50
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$242.03	\$3,630.45
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$5.80	\$29.00
Total for Group A (2016-2017)							\$34,874.20

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$20.93	\$1,465.10
Kit #2	Front Axle Seal Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$456.86	\$4,568.60
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$35.26	\$1,763.00
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$968.00	\$9,680.00
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$39.33	\$3,146.40
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$85.98	\$4,728.90
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$352.63	\$5,289.45
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$307.32	\$1,536.60
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$249.52	\$3,742.80
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$5.98	\$29.90
Total for Group A (2017-2018)							\$35,950.75

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$20.93	\$1,465.10
Kit #2	Front Axle Seal Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$456.86	\$4,568.60
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$35.26	\$1,763.00
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$968.00	\$9,680.00

Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$39.33	\$3,146.40
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$85.98	\$4,728.90
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$352.63	\$5,289.45
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$307.32	\$1,536.60
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$249.52	\$3,742.80
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$5.98	\$29.90
Total for Group A (2018-2019)							\$35,950.75

Bus Subcomponentst Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$21.58	\$1,510.60
Kit #2	Front Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$470.99	\$4,709.90
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$36.35	\$1,817.50
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$998.20	\$9,982.00
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$40.55	\$3,244.00
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$88.64	\$4,875.20
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$363.54	\$5,453.10
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$316.82	\$1,584.10
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$257.24	\$3,858.60
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$6.16	\$30.80
Total for Group A (2019-2020)							\$37,065.80

Bus Subcomponentst Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group A	Description	MTS PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Kit #1	Front Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLFT02080910	Mohawk # MBK-3256	000168310	70	\$22.02	\$1,541.40
Kit #2	Front Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRFT02080910	Mohawk # MBK-3257	000168328	10	\$480.60	\$4,806.00
Kit #3	Center Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLCT10	Mohawk # MBK-3258	000168336	50	\$37.09	\$1,854.50
Kit #4	Center & Rear Axle Bearing Replacement Kit (Meritor – Full Axle)	BKBRCTRR02080910	Mohawk # MBK-3259	000168369	10	\$1,018.57	\$10,185.70
Kit #5	Rear Axle Seal Replacement Kit (Meritor – Single Wheel)	BKSLRR02080910	Mohawk # MBK-3260	000168377	80	\$41.37	\$3,309.60
Kit #6	Front & Rear Axle Brake Reline Kit (MAN Type Brakes)	BKFTRR0304050607	Mohawk # MBK-3261	000058354	55	\$90.45	\$4,974.75
Kit #7	Major Front Axle Brake Maintenance Kit (MAN Type Brakes)	BKFT03040515161819	Mohawk # MBK-3262	000061994	15	\$370.96	\$5,564.40
Kit #8	Major Rear Axle Brake Maintenance Kit (11 Ton Axle)	BKRR15161819	Mohawk # MBK-3263	000062018	5	\$323.29	\$1,616.45
Kit #9	Major Rear Axle Brake Maintenance Kit (13 Ton Axle)	BKRR0304050607	Mohawk # MBK-3264	000168435	15	\$262.48	\$3,937.20
Kit # 11	Planetary Seal Kit (11 Ton Axle)	PLKT0304050607	Mohawk # MBK-3265	000062000	5	\$6.29	\$31.45
Total for Group A (2020-2021)							\$37,821.45
							\$106,775.70

Option Years Total for Group A (2019-2021)							\$74,887.25
Grand Total Basis of Award for Group A (Base Years + Option Years 2016-2021)							\$181,662.95

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0648.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____, 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Mohawk MFG. & Supply, Co.

Address: 7200 N. Oak Park Ave.
Niles, IL 60714

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 847-647-1611

Email Address: bbrown@mohawkmfg.com

Authorized person to sign contracts: <u>Robert L. Brown</u>	<u>Executive Vice President</u>
Name	Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Contractor shall furnish all necessary Group B - Bendix Air Brakes, Group C - Brake Drums, and Group F - Disc Brake Pad subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), Mohawk MFG. & Supply, Co. Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

The total contract amount for Group B - Bendix Air Brake subcomponents shall not exceed **\$260,266.52**

The total contract amount for Group C - Brake Drum subcomponents shall not exceed **\$97,130.00**

The total contract amount for Group F - Disc Brake Pad subcomponents shall not exceed **\$113,978.00**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ <div style="text-align: center;">Chief Executive Officer</div> Approved as to form: By: _____ <div style="text-align: center;">Office of General Counsel</div>	Firm: _____ By: _____ <div style="text-align: center;">Signature</div> Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 471,374.52	311014-545100	2016-2021

By: _____

Chief Financial Officer

Date

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

							MOHAWK	
Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price	
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.18	\$179.50	
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.19	\$154.75	
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.74	\$130.50	
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.22	\$2,063.22	
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.35	\$3.50	
Group B	Diaphragm Front Brake	BW 236666	Hallex # 2329243	000043307	100	\$3.55	\$355.00	
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$2.84	\$284.00	
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.02	\$45.30	
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.41	\$102.30	
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774	000082446	50	\$1.51	\$75.50	
Group B	Tubing Nylon 1/4" Green	BW 246113		000078774	10	\$38.70	\$387.00	
Group B	Ring Assy. Rear Brake	BW 282827		000010652	5	\$36.34	\$181.70	
Group B	Valve Double Check	BW 283321	Mohawk 416 00-3804-731	000008797	10	\$11.70	\$117.00	
Group B	Valve Safety	BW 284142	Mohawk 25-17-1	000073841	5	\$9.08	\$45.40	
Group B	Hose Air Brake 3/8"	BW 285497		000027003	125	\$112.00	\$14,000.00	
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9	000009001	10	\$6.50	\$65.00	
Group B	Diaphragm Exhaust	BW 290714		000043083	10	\$0.93	\$9.30	
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241	000011031	30	\$56.52	\$1,695.60	
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017	000085944	10	\$32.54	\$325.40	
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640	000025775	250	\$23.20	\$5,800.00	
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1	000008789	25	\$11.25	\$281.25	
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981	000004879	25	\$27.05	\$676.25	
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963	000009886	10	\$18.92	\$189.20	
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29	000089672	25	\$20.90	\$522.50	
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894	000088229	15	\$41.13	\$616.95	
Group B	Check Valve	BW 800375R	Mohawk 2444480	000065565	20	\$8.53	\$170.60	
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	000025726	200	\$52.24	\$10,448.00	
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638	000060657	150	\$77.25	\$11,587.50	
Total for Group B (2016-2017)							\$50,512.22	

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.18	\$179.50

Group B	Valve Drain	BW 103385	Parker # 25-22-156		000078824	25	\$6.19	\$154.75
Group B	Sleeve Air Brake	BW 203610			000042556	75	\$1.74	\$130.50
Group B	Connector Air Brake	BW 224887			000026955	251	\$8.22	\$2,063.22
Group B	Gasket Governor	BW 236577	Mohawk 2338304		000080317	10	\$0.35	\$3.50
Group B	Diaphragm Front Brake	BW 236666	Haldex # 2329243		000043307	100	\$3.55	\$355.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245		000043323	100	\$2.84	\$284.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226		000043356	15	\$3.02	\$45.30
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653		000044420	30	\$3.41	\$102.30
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774		000082446	50	\$1.51	\$75.50
Group B	Tubing Nylon 1/4" Green	BW 246113			000078774	10	\$38.70	\$387.00
Group B	Ring Assy. Rear Brake	BW 282827			000010652	5	\$36.34	\$181.70
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731		000008797	10	\$11.70	\$117.00
Group B	Valve Safety	BW 284142	Mohawk 25-17-1		000073841	5	\$9.08	\$45.40
Group B	Hose Air Brake 3/8"	BW 285497			000027003	125	\$112.00	\$14,000.00
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9		000009001	10	\$6.50	\$65.00
Group B	Diaphragm Exhaust	BW 290714			000043083	10	\$0.93	\$9.30
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241		000011031	30	\$56.52	\$1,695.60
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017		000085944	10	\$32.54	\$325.40
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640		000025775	250	\$23.20	\$5,800.00
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1		000008789	25	\$11.25	\$281.25
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981		000004879	25	\$27.05	\$676.25
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963		000009886	10	\$18.92	\$189.20
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29		000089672	25	\$20.90	\$522.50
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894		000088229	15	\$41.13	\$616.95
Group B	Check Valve	BW 800375R	Mohawk 2444480		000065565	20	\$8.53	\$170.60
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	Mohawk # MD-5005893	000025726	200	\$52.24	\$10,448.00
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638		000060657	150	\$77.25	\$11,587.50
Total for Group B (2017-2018)							\$50,512.22	

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.36	\$184.00
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.34	\$158.50
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.78	\$133.50
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.43	\$2,115.93
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.36	\$3.60
Group B	Diaphragm Front Brake	BW 236666	Haldex # 2329243	000043307	100	\$3.64	\$364.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$2.91	\$291.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.10	\$46.50
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.50	\$105.00

Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774	000082446	50	\$1.55	\$77.50
Group B	Tubing Nylon 1/4" Green	BW 246113		000078774	10	\$39.67	\$396.70
Group B	Ring Assy. Rear Brake	BW 282827		000010652	5	\$37.25	\$186.25
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731	000008797	10	\$11.99	\$119.90
Group B	Valve Safety	BW 284142	Mohawk 25-17-1	000073841	5	\$9.31	\$46.55
Group B	Hose Air Brake 3/8"	BW 285497		000027003	125	\$114.80	\$14,350.00
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9	000009001	10	\$6.66	\$66.60
Group B	Diaphragm Exhaust	BW 290714		000043083	10	\$0.95	\$9.50
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241	000011031	30	\$57.93	\$1,737.90
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017	000085944	10	\$33.35	\$333.50
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640	000025775	250	\$23.78	\$5,945.00
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1	000008789	25	\$11.53	\$288.25
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981	000004879	25	\$27.73	\$693.25
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963	000009886	10	\$19.39	\$193.90
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29	000089672	25	\$21.42	\$535.50
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894	000088229	15	\$42.16	\$632.40
Group B	Check Valve	BW 800375R	Mohawk 2444480	000065565	20	\$8.74	\$174.80
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	000025726	200	\$53.55	\$10,710.00
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638	000060657	150	\$79.18	\$11,877.00
Total for Group B (2018-2019)							\$51,776.53

Bus Subcomponentst Bid Pricing Sheet--Option Year 1 (2019 - 2020)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.54	\$188.50
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.50	\$162.50
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.82	\$136.50
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.64	\$2,168.64
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.37	\$3.70
Group B	Diaphragm Front Brake	BW 236666	Hallex # 2329243	000043307	100	\$3.73	\$373.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$2.98	\$298.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.18	\$47.70
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.59	\$107.70
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774	000082446	50	\$1.59	\$79.50
Group B	Tubing Nylon 1/4" Green	BW 246113		000078774	10	\$40.66	\$406.60
Group B	Ring Assy. Rear Brake	BW 282827		000010652	5	\$36.18	\$180.90
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731	000008797	10	\$12.29	\$122.90
Group B	Valve Safety	BW 284142	Mohawk 25-17-1	000073841	5	\$9.54	\$47.70
Group B	Hose Air Brake 3/8"	BW 285497		000027003	125	\$117.67	\$14,708.75
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9	000009001	10	\$6.83	\$68.30
Group B	Diaphragm Exhaust	BW 290714		000043083	10	\$0.97	\$9.70

Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241		000011031	30	\$59.38	\$1,781.40
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017		000085944	10	\$34.18	\$341.80
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640		000025775	250	\$24.37	\$6,092.50
Group B	Valve Quick Release	BW 229860R	Mohawk 97-2746-1		000008789	25	\$11.82	\$295.50
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981		000004879	25	\$28.42	\$710.50
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963		000009886	10	\$19.87	\$198.70
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29		000089672	25	\$21.96	\$549.00
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894		000088229	15	\$43.21	\$648.15
Group B	Check Valve	BW 800375R	Mohawk 2444480		000065565	20	\$8.96	\$179.20
Group B	Kit Purge Valve AD-9	BW 5005893	New Flver 6359856	Mohawk # MO-5005893	000025726	200	\$54.89	\$10,978.00
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638		000060657	150	\$81.16	\$12,174.00
Total for Group B (2019-2020)								\$53,069.34

Bus Subcomponentst Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group B	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group B	Knob Parking Brake	BW 101851		000030312	25	\$7.73	\$193.25
Group B	Valve Drain	BW 103385	Parker # 25-22-156	000078824	25	\$6.66	\$166.50
Group B	Sleeve Air Brake	BW 203610		000042556	75	\$1.87	\$140.25
Group B	Connector Air Brake	BW 224887		000026955	251	\$8.86	\$2,223.86
Group B	Gasket Governor	BW 236577	Mohawk 2338304	000080317	10	\$0.38	\$3.80
Group B	Diaphragm Front Brake	BW 236666	Hallex # 2329243	000043307	100	\$3.82	\$382.00
Group B	Diaphragm Rear Brake	BW 236668	Mohawk 2329245	000043323	100	\$3.05	\$305.00
Group B	Boot Treadle Valve	BW 236982	Mohawk # 2359226	000043356	15	\$3.26	\$48.90
Group B	Pin Fulcrum Brake	BW 238888	Mohawk 2380653	000044420	30	\$3.68	\$110.40
Group B	Diaphragm Quick Release	BW 245835	Mohawk 671774	000082446	50	\$1.63	\$81.50
Group B	Tubing Nylon 1/4" Green	BW 246113		000078774	10	\$41.68	\$416.80
Group B	Ring Assy. Rear Brake	BW 282827		000010652	5	\$39.13	\$195.65
Group B	Valve Double Check	BW 283321	Mohawk 416.00-3804-731	000008797	10	\$12.60	\$126.00
Group B	Valve Safety	BW 284142	Mohawk 25-17-1	000073841	5	\$9.78	\$48.90
Group B	Hose Air Brake 3/8"	BW 285497		000027003	125	\$120.61	\$15,076.25
Group B	Switch Stop Light	BW 286404	Mohawk 25-22-9	000009001	10	\$7.00	\$70.00
Group B	Diaphragm Exhaust	BW 290714		000043083	10	\$0.99	\$9.90
Group B	Valve Basic Dual	BW 101100R	Mohawk 15511241	000011031	30	\$60.86	\$1,825.80
Group B	Valve Rear Brake	BW 103010R	Mohawk 15535017	000085944	10	\$35.03	\$350.30
Group B	Cartridge Desiccant	BW 107794R	Mohawk # G1012640	000025775	250	\$24.98	\$6,245.00
Group B	Valve Quick Release	BW 239860R	Mohawk 97-2746-1	000008789	25	\$12.12	\$303.00
Group B	Valve PPL 40 PSI	BW 276567R	Mohawk 2445981	000004879	25	\$29.13	\$728.25
Group B	Valve Pressure Protection	BW 277227R	Mohawk 5963963	000009886	10	\$20.37	\$203.70
Group B	Air Governor D-2	BW 284358-2R	Mohawk 4C-8-29	000089672	25	\$22.51	\$562.75
Group B	Valve SR-1 Spring	BW 286364R	Mohawk 717894	000088229	15	\$44.29	\$664.35

Group B	Check Valve	BW 800375R	Mohawk 2444480		000065565	20	\$9.18	\$183.60
Group B	Kit Purge Valve AD-9	BW 5005893	New Flyer 6359856	Mohawk # MO-5005893	000025726	200	\$56.26	\$11,752.00
Group B	Valve Assy. Purge AD9	BW 5004338	Mohawk G1012638		000060657	150	\$83.19	\$12,478.50
Total for Group B (2020 - 2021)								\$54,396.21
Base Year Total for Group B (2016-2019)								\$152,800.97
Option Years Total for Group B (2019-2021)								\$107,465.55
Grand Total Basis of Award for Group B (Base Years + Option Years 2016-2021)								\$260,266.52

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	MOHAWK	
							Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$87.05	\$4,352.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$114.50	\$14,312.50
Total for Group C (2016-2017)								\$18,665.00

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2017 - 2018)								\$19,616.25

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2018-2019)								\$19,616.25

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2019-2020)								\$19,616.25

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group C	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group C	Drum, Brake, Front (03, 04, 05, 06, 07)	MAN 81.50110.0231	WEBB 74040P	Mohawk # 6312397	000036566	50	\$91.45	\$4,572.50
Group C	Drum, Brake, Rear (03, 04, 05, 06, 07)	MAN 81.50110.0144	WEBB 74089P	Mohawk # 6312400	000039396	125	\$120.35	\$15,043.75
Total for Group C (2020-2021)								\$19,616.25

Base Year Total for Group C (2016-2019)								\$57,897.50
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Option Years Total for Group C (2019-2021)								\$39,232.50
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Grand Total Basis of Award for Group C (Base Years + Option Years 2016-2021)								\$97,130.00
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Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

								MOHAWK	
Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price	
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit252H3CE		Marathon CBPMTR225	Metro Friction 8435-D1323	150	\$97.50	\$14,625.00	
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50		Metro Friction 8323-D1203	Meritor DSTP1203	80	\$94.50	\$7,560.00	
Total for Group F (2016-2017)								\$22,185.00	

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit252H3CE		Marathon CBPMTR225	Metro Friction 8435-D1323	150	\$97.50	\$14,625.00
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50		Metro Friction 8323-D1203	Meritor DSTP1203	80	\$94.50	\$7,560.00
Total for Group F (2017-2018)								\$22,185.00

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit252H3CE		Marathon CBPMTR225	Metro Friction 8435-D1323	150	\$99.25	\$14,887.50
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50		Metro Friction 8323-D1203	Meritor DSTP1203	80	\$96.85	\$7,748.00
Total for Group F (2018-2019)								\$22,635.50

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit252H3CE		Marathon CBPMTR225	Metro Friction 8435-D1323	150	\$101.70	\$15,255.00
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50		Metro Friction 8323-D1203	Meritor DSTP1203	80	\$99.25	\$7,940.00
Total for Group F (2019-2020)								\$23,195.00

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group F	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group F	Brake Pads, Disc w/Retainer (02,08,09,10)	Meritor Kit252H3CE		Marathon CBPMTR225	Metro Friction 8435-D1323	150	\$104.25	\$15,637.50
Group F	Brake Pad Kits (11,12,13)	Knorr-Bremse K059965K50		Metro Friction 8323-D1203	Meritor DSTP1203	80	\$101.75	\$8,140.00
Total for Group F (2020-2021)								\$23,777.50

Base Year Total for Group F (2016-2019)

\$67,005.50

Option Years Total for Group F (2019-2021)

\$46,972.50

Grand Total Basis of Award for Group F (Base Years + Option Years 2016-2021)

\$113,978.00

**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0649.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: San Diego Friction Products

Address: 455 16th Street,
San Diego, CA 92101

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 619-232-9164

Email Address: ej@sandiegofriction.com

Authorized person to sign contracts: <u>Elden Woldt</u>	<u>President</u>
Name	Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Contractor shall furnish all necessary Group D – Disc Brake Rotor subcomponents and Group E – Brake Lining subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), San Diego Friction Products., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group D – Disc Brake Rotor subcomponents shall not exceed **\$65,950.00**

Total contract amount for Group E - Brake Lining subcomponents shall not exceed **\$59,168.75**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ <div style="text-align: center;">Chief Executive Officer</div> Approved as to form: By: _____ <div style="text-align: center;">Office of General Counsel</div>	Firm: _____ By: _____ <div style="text-align: center;">Signature</div> Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
<u>\$ 125,118.75</u>	311014 - 545100	2016-2021

By: _____	Date
Chief Financial Officer	

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	SAN DIEGO FRICTION	
							Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$127.50	\$12,750.00
Total for Group D (2016-2017)								\$12,750.00

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$127.50	\$12,750.00
Total for Group D (2017-2018)								\$12,750.00

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$127.50	\$12,750.00
Total for Group D (2018-2019)								\$12,750.00

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$138.50	\$13,850.00
Total for Group D (2019-2020)								\$13,850.00

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group D	Description	MFG PART #	ALT MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group D	Rotor, Brake (02,08, 09,10)	Meritor 23123647002	WEBB 55070	ABC's No. 361148	000163410	100	\$138.50	\$13,850.00
Total for Group D (2020-2021)								\$13,850.00

Base Year Total for Group D (2016-2019)								\$38,250.00
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Option Years Total for Group D (2019-2021)								\$27,700.00
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Grand Total Basis of Award for Group D (Base Years + Option Years 2016-2021)								\$65,950.00
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Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

						SAN DIEGO FRICTION	
Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$78.35	\$3,525.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$99.35	\$7,948.00
Total for Group E (2016-2017)							\$11,473.75

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$78.35	\$3,525.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$99.35	\$7,948.00
Total for Group E (2017 - 2018)							\$11,473.75

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$78.35	\$3,525.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$99.35	\$7,948.00
Total for Group E (2018-2019)							\$11,473.75

Bus Subcomponent Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$84.75	\$3,813.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$107.00	\$8,560.00
Total for Group E (2019-2020)							\$12,373.75

Bus Subcomponent Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group E	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group E	Brake Block, Front, Low Floor (03,04,05,06,07)	Marathon KVT 4656DU	TMD Friction T0143 4656DU	000062497	45	\$84.75	\$3,813.75
Group E	Brake Block, Rear, Low Floor (03,04,05,06,07)	Marathon KVT 4657DU	TMD Friction T0143 4657DU	000061531	80	\$107.00	\$8,560.00
Total for Group E (2020-2021)							\$12,373.75

Base Year Total for Group E (2016-2019)

							\$34,421.25
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Option Years Total for Group E (2019-2021)

							\$24,747.50
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Grand Total Basis of Award for Group E (Base Years + Option Years 2016-2021)

							\$59,168.75
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**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0650.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____ 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: New Flyer Industries, Canada ULC.

Address: 76-630 Kernaghan Ave.
Winnipeg, MB R2C5G1

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 800-665-2637

Email Address: contracts_parts@newflyer.com

Authorized person to sign contracts: Phyllis Tapley Director, After Market Supply Chain
Name Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Contractor shall furnish all necessary Group G - Shock Absorbers subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), New Flyer Industries, Canada ULC., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group G - Shock Absorbers subcomponents shall not exceed \$224,921.60.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer		Firm: _____
Approved as to form:		By: _____ Signature
By: _____ Office of General Counsel		Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 224,921.60	311014-545100	2016-2021

By: _____
Chief Financial Officer Date

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

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Group G	Description	MFG PART #	Stock Code	Est Annual Usage	NEW FLYER	
					Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$112.81	\$6,768.60
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$90.78	\$4,539.00
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$88.84	\$3,553.60
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$76.20	\$3,048.00
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$118.03	\$3,540.90
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$118.03	\$5,901.50
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$187.67	\$5,630.10
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$187.67	\$9,383.50
Total for Group G (2016-2017)						\$42,365.20

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$116.19	\$6,971.40
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$93.50	\$4,675.00
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$91.51	\$3,660.40
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$78.49	\$3,139.60
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$121.57	\$3,647.10
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$121.57	\$6,078.50
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$193.30	\$5,799.00
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$193.30	\$9,665.00
Total for Group G (2017-2018)						\$43,636.00

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$119.68	\$7,180.80
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$96.31	\$4,815.50
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$94.25	\$3,770.00
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$80.84	\$3,233.60
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$125.22	\$3,756.60
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$125.22	\$6,261.00

Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$199.10	\$5,973.00
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$199.10	\$9,955.00
Total for Group G (2018-2019)						\$44,945.50

Bus Subcomponentst Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$123.27	\$7,396.20
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$99.20	\$4,960.00
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$97.08	\$3,883.20
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$83.27	\$3,330.80
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$128.97	\$3,869.10
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$128.97	\$6,448.50
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$205.07	\$6,152.10
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$205.07	\$10,253.50
Total for Group G (2019-2020)						\$46,293.40

Bus Subcomponentst Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group G	Description	MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group G	Shock Absorber, Front (3, 4, 5, 6, 7)	KONI 90 2948	000196006	60	\$126.97	\$7,618.20
Group G	Shock Absorber, Rear (3, 4, 5, 6, 7)	KONI 90 2102SP1	000153395	50	\$102.17	\$5,108.50
Group G	Shock Absorber, Center (10)	SACHS 481700125725	000168476	40	\$99.99	\$3,999.60
Group G	Shock Absorber, Front & Rear (10)	SACHS 461700125956	000168492	40	\$85.76	\$3,430.40
Group G	Shock Absorber, Front (11,12,13)	KONI 3613-902517SP1		30	\$132.84	\$3,985.20
Group G	Shock Absorber, Rear & Center (11,12,13)	KONI 3713-902517SP1		50	\$132.84	\$6,642.00
Group G	Shock Absorber, Front (2,8,9)	KONI 2513-613075		30	\$211.22	\$6,336.60
Group G	Shock Absorber, Rear (2,8,9)	KONI 2613-903031		50	\$211.22	\$10,561.00
Total for Group G (2020-2021) \$						\$47,681.50

Base Year Total for Group G (2016-2019)						\$130,946.70
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Option Years Total for Group G (2019-2021)						\$93,974.90
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Grand Total Basis of Award for Group G (Base Years + Option Years 2016-2021)						\$224,921.60
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**STANDARD PROCUREMENT AGREEMENT
FOR
BUS SUBCOMPONENTS
DRAFT**

B0651.0-16
CONTRACT NUMBER
920.2
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this _____ day of _____, 2016, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Gillig LLC.

Address: 25800 Clawiter Road,
Hayward CA, 94545

Form of Business: Limited Liability Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 510-785-1500

Email Address: cobrien@gillig.com

Authorized person to sign contracts: <u>Chuck O'Brien</u>	Vice President
Name	Title

The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Contractor shall furnish all necessary Group H – Air Spring subcomponents, as specified in the MTS minimum Technical Specifications (attached as Exhibit A), Gillig LLC., Bid Sheets (attached as Exhibit B), Standard Procurement Agreement, including the Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

Total contract amount for Group H - Air Spring subcomponents shall not exceed \$211,884.10.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____
By: _____ Office of General Counsel	Signature
	Title: _____
AMOUNT ENCUMBERED	BUDGET ITEM
\$ 211,884.10	311014-545100
	FISCAL YEAR
	2016-2021

By: _____ Chief Financial Officer	Date
--------------------------------------	------

(____ total pages, each bearing contract number)

Bus Subcomponent Bid Pricing Sheet Base Year 1 (2016 - 2017)

MTS's estimated annual usage is provided as an approximate guideline only. Actual usage may be more or less than estimated. MTS reserves the right to increase or decrease usage based on operational needs. All unit cost shall include delivery and packaging costs, if any, to be considered responsive. Unit price for each item, for each year of the Agreement, shall be fixed as Awarded with no escalation, unless otherwise authorized in writing by MTS.

						GILLIG	
Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$110.58	\$6,634.80
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$84.67	\$13,547.20
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$73.17	\$5,487.75
Group H	Air Spring, Rear (02,08,09)	Goodyear 1R12-566		Goodyear 1R12-566	40	\$129.49	\$5,179.60
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$150.88	\$9,052.80
Total for Group H (2016-2017)							\$39,902.15

Bus Subcomponent Bid Pricing Sheet Base Year 2 (2017 - 2018)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$110.58	\$6,634.80
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$84.67	\$13,547.20
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$73.17	\$5,487.75
Group H	Air Spring, Rear (02,08,09)	Goodyear 1R12-566		Goodyear 1R12-566	40	\$129.49	\$5,179.60
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$150.88	\$9,052.80
Total for Group H (2017-2018)							\$39,902.15

Bus Subcomponent Bid Pricing Sheet Base Year 3 (2018 - 2019)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$116.11	\$6,966.60
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$88.90	\$14,224.00
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$76.83	\$5,762.25
Group H	Air Spring, Rear (02,08,09)	Goodyear 1R12-566		Goodyear 1R12-566	40	\$135.96	\$5,438.40
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$158.42	\$9,505.20
Total for Group H (2018-2019)							\$41,896.45

Bus Subcomponentst Bid Pricing Sheet - Option Year 1 (2019 - 2020)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear 1R12-512	000041988	60	\$121.92	\$7,315.20
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear 1R11-179	000042002	160	\$93.35	\$14,936.00

Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4	Firestone 1T15L4	75	\$80.67	Att. E, AI 18, 6/9/16	\$6,050.25
Group H	Air Spring, Rear (02,08,09)	Goodyear IR12-566	Goodyear IR12-566	40	\$142.75		\$5,710.00
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	60	\$166.34		\$9,980.40
Total for Group H (2019 - 2020)							\$43,991.85

Bus Subcomponentst Bid Pricing Sheet - Option Year 2 (2020 - 2021)

Group H	Description	MFG PART #	ALT MFG PART #	Stock Code	Est Annual Usage	Unit Price	Extended Price
Group H	Air Spring, Rear (3, 4, 5, 6, 7)	Firestone W01-W35-9127	Goodyear IR12-512	000041988	60	\$128.01	\$7,680.60
Group H	Air Spring, Front (3, 4, 5, 6, 7)	Firestone W01-W35-9465	Goodyear IR11-179	000042002	160	\$98.02	\$15,683.20
Group H	Air Spring Front, Center & Rear (11,12,13)	Firestone 1T15L4		Firestone 1T15L4	75	\$84.70	\$6,352.50
Group H	Air Spring, Rear (02,08,09)	Goodyear IR12-566		Goodyear IR12-566	40	\$149.89	\$5,995.60
Group H	Air Spring, Front (02,08,09)	Contitech 230413-1	SAF Holland 90557435	Contitech 230413-1	60	\$174.66	\$10,479.60
Total for Group H (2020-2021)							\$46,191.50

Base Year Total for Group H (2016-2019)							\$121,700.75
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Option Years Total for Group H (2019-2021)							\$90,183.35
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Grand Total Basis of Award for Group H (Base Years + Option Years 2016-2021)							\$211,884.10
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1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

RESOLUTION FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES
(AHSC) GRANT PROGRAM JOINT APPLICATION

RECOMMENDATION:

That the Board of Directors:

- 1) Adopt a resolution in support of the Joint Application with Domus Development for the 2015-2016 AHSC grant cycle; and
- 2) Authorize the Chief Executive Officer to sign a transit agreement with Domus Development for the transfer of funds to MTS for a bus purchase to support additional transit service.

Budget Impact

A total of approximately \$531,922.00 from Domus Development would be deposited into MTS's Capital Improvement Program towards the purchase of a standard transit bus. This funding would be a direct offset of the costs to MTS for the provision of added night and weekend bus service in El Cajon over a three year period.

DISCUSSION:

The Affordable Housing and Sustainable Communities (AHSC) Program is a statewide competitive grant program administered by the Strategic Growth Council (SGC) and funded through California cap-and-trade auction proceeds that provide funding for projects that will reduce greenhouse gas (GHG) emissions and benefit state-designated disadvantaged communities. Because the AHSC Program emphasizes GHG emission reductions and affordable housing, SANDAG led an effort to engage with affordable



housing developers that might be interested in exploring potential AHSC co-applications with SANDAG, MTS, or NCTD.

In early 2016, several affordable housing developers expressed an interest in partnering with MTS on a potential joint application for the AHSC 2015-16 program. After lengthy discussions, most of these were ultimately unworkable because the capital transit improvements potentially funded by an AHSC grant would not have a sustainable funding source for on-going maintenance. However, affordable housing developer Domus Development proposed a joint application with MTS for the development of a project, Cornerstone Place, in Downtown El Cajon, located on MTS Route 815/816 and approximately a half mile from the El Cajon Transit Center.

Developer applicants receive points in the grant process for including funding of transit or active transportation improvements. Domus' proposal is to contribute \$500,000 towards MTS' Capital Improvement Program (CIP) to be used for the purchase a bus to support added service on Route 815/816. This route passes the proposed development site on Douglas Avenue in El Cajon, connecting the project to the El Cajon Transit Center, retail and civic functions along Main Street, and Rancho San Diego and Cuyamaca College. In 2009-2010, Route 815 night and weekend service was reduced to an hourly frequency for budgetary reasons. The current Route 816 to Rancho San Diego was implemented in 2007 as part of the Comprehensive Operational Analysis, but has never had the funding to operate on weekends.

This grant proposes that the savings realized in the annual CIP would be reinvested in these routes, affording MTS the opportunity to increase weekday night frequency on Route 815, and begin Saturday Route 816 service. This would provide greater opportunity for residents of the development to use MTS and access regional transit connections. The added services do not represent a major service change for either route, so can be implemented and adjusted without a Policy 42 major service change process. At the point that the CIP savings funds are exhausted (three years), the added service would either be discontinued or sustained with funding from MTS' regular operations budget, if it performs successfully.

The development funds would be applied towards the next scheduled MTS standard 40' bus procurement following the receipt of the funds, and would not purchase a specific bus. The service improvements would begin with the regular shake-up following the completion of the development's construction and substantial occupancy, as determined by Domus and MTS.

MTS would benefit from this program two ways: it would receive capital funds for purchasing a bus that would support restored and added service in Downtown El Cajon, a traditionally transit-supportive area; and, it would increase the supply of affordable housing in a transit-oriented development that would provide a permanent source of additional ridership for bus and Trolley services in East County.

Domus submitted a concept application to the SGC in March 2016. Their proposal was among those selected by SGC to submit a full application this month. The application requires a resolution of the MTS Board of Directors (Attachment A). The Board of Directors is asked to adopt the resolution, and to authorize the Chief Executive Officer to: 1) submit a joint AHSC application with Domus Development; and, 2) enter an

agreement with Domus Development for the transfer and use of the project funds, largely as detailed in the draft agreement (Attachment B).

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: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

Attachments: A. Board Resolution No. 16-13
B. Draft MTS-Domus Agreement
C. Routes 815/816 Map

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 16-13

Resolution Authorizing Application for the Affordable Housing and Sustainable Communities Program

WHEREAS, the State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated January 29, 2016 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, the San Diego Metropolitan Transit System (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

NOW THEREFORE, BE IT RESOLVED:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA dated January 29, 2016, for the 2015-16 Fiscal Year in a total amount not to exceed \$12,090,713 of which \$7,970,705 is requested as a loan for an Affordable Housing Development (AHD) ("AHSC Loan") and \$4,120,008 is requested for a grant for Housing-Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transit-Related Amenities (TRA) or Program (PGM) activities ("AHSC Grant") as defined the AHSC Program Guidelines adopted by SGC on December 17, 2015. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount not to exceed \$12,090,713.00 (\$7,970,705.00 for the AHSC Loan and \$4,120,008 for the AHSC Grant), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The Chief Executive Officer is authorized to execute in the name of Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

PASSED AND ADOPTED, by the Board of Directors this 9th day of June 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

DRAFT TRANSIT AGREEMENT

This Transit Agreement ("Agreement") is made and entered into as of _____, 2016 ("Effective Date"), by and between DOMUS DEVELOPMENT LLC, a California limited liability company ("Domus"), and the METROPOLITAN TRANSIT SYSTEM ("MTS"), and is made with reference to the recitals set forth below:

RECITALS

- A. Domus is developing certain real property in the City of El Cajon, California as an affordable housing community known as Cornerstone.
- B. In connection with the development of Cornerstone, Domus is applying for an Affordable Housing and Sustainable Communities ("AHSC") grant through the State of California Strategic Growth Council (SGC).
- C. The AHSC program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse gas emissions by improving mobility options and increasing infill development, which decrease vehicle miles traveled and associated greenhouse gas and other emissions.
- D. Domus and MTS have concurred that purchasing a bus that could be used to enhance transit frequency and service levels on routes that pass the Cornerstone site would be the most effective and expeditious method of achieving the goals of the AHSC program.
- E. Domus will contribute \$531,922 to MTS' Capital Improvement Program for the purchase of one standard 40 foot transit bus ("bus purchase") to support the provision of added transit service.
- F. MTS will utilize Capital Improvement Program savings from Domus' bus purchase to fund additional service on bus lines that serve the Cornerstone project for three years.
- G. Domus and MTS now wish to enter into this Agreement for the purpose of addressing the expenditure of the Transit Funds.

AGREEMENT

NOW, THEREFORE, Domus and MTS agree as follows:

1. **Bus Purchase.** The bus purchased as part of this agreement shall be a standard MTS forty-foot transit bus, of the type used on Routes 815 and 816. The funds from this agreement will be deposited into MTS' Capital Improvement Program (CIP) for the year following the year the funds are received. In the event that MTS is not ordering or receiving any like buses in that capital year, the funds will be expended in the next year when such purchase is made by MTS. The bus purchased with these funds is not a specific vehicle, and it may be deployed on Routes 815 or 816, or any other route in the MTS system. It will be assigned to the appropriate operating division as determined by MTS. It will not differ from any other bus in its same order.

The agreed to amount of \$531,922 is Domus' maximum contribution towards the bus purchase. Capital costs for the bus purchase that exceed this amount will be paid by MTS.

2. Additional Service: To support the goals of the AHSC program, MTS will utilize \$531,922 in savings from its CIP budget to support three years of additional service on Routes 815 and 816 (actual route numbers are subject to change at MTS discretion).
3. MTS will begin the enhanced services effective with the first regular MTS shake-up date following the first occupancy of a Cornerstone unit by a tenant. This implementation date begins the three year service period of this agreement. The service requirement shall expire after three years of service, with no further obligation of MTS (as part of this agreement) to Domus, SGC, the State of California, or any other entity.
4. Baseline service is the MTS June 2016 schedule. As of June 2016, there are no specific plans or funds to add or substantially adjust service on Route 815 or 816. Funds from the bus purchase will pay the gross operating costs for the following service enhancements:
 - A. Minimum 30-minute headway between the El Cajon Transit Center and the Cornerstone project on weekdays from 5:30am through 10:00pm, using a combination of Route 815 and/or 816.
 - B. Implementation of Saturday service on Route 816 on a 30-minute headway between 7:00am and 7:00pm. This Saturday span of service will be reduced as necessary to accommodate any shortfall in funds.
5. Any added service will be a minor service adjustment, as defined by MTS Board Policy 42, and shall not require a major service change process for implementation or discontinuation.
6. At the conclusion of the three-year operating period identified in Section 3 above, MTS may discontinue the added service or continue operating it with its own funds, at MTS' discretion.
7. Indemnification. MTS shall indemnify, defend (with counsel satisfactory to Domus) and hold harmless Domus, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively "Domus Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of MTS's breach of this Agreement or use of the Transit Funds.

Domus shall indemnify, defend (with counsel satisfactory to MTS) and hold harmless MTS, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of Domus' breach of this Agreement.

8. Miscellaneous.

8.1 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed one original and complete instrument.

8.2 Time. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

8.3 Covenant of Further Assurances. Domus and MTS each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Agreement.

8.4 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

8.5 Authority. Each party signing this Agreement has the right, power, legal capacity and authority to enter into and perform its obligations under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Transit Service Agreement of the first date set forth above.

"Domus"

"MTS"

DOMUS DEVELOPMENT LLC,
a California limited liability company

METROPOLITAN TRANSIT SYSTEM

By: Domus Development, LLC,
a California limited liability company,
its Managing General Partner

By: _____
Title: _____

By: _____
Meea Kang, President

Approved as to form:

By: _____
Office of General Counsel





1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 9, 2016

**Draft for
Executive Committee
Review Date: 6/2/16**

SUBJECT:

MOTOROLA REGIONAL TRANSIT MANAGEMENT SYSTEM ANNUAL
MAINTENANCE AND SUPPORT SERVICES – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment 17 to MTS Doc. No. G0867.0-03 (in substantially the same format as Attachment A) with Motorola, Inc. (Motorola) to extend the Regional Transit Management System (RTMS) post warranty annual maintenance and support agreement by three months, from July 1, 2016 through September 30, 2016.

Budget Impact

The total cost of this extension will not exceed \$259,545.33 and will be funded by the annual Information Technology operating budget (661010-571250). The total adjusted cost of the contract, inclusive of all amendments will not exceed \$27,682,163.78.

DISCUSSION:

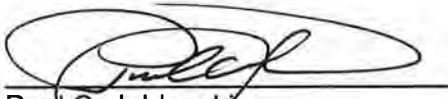
RTMS is a sophisticated vehicle-tracking and communications system that provides performance, radio communications, and security/safety monitoring of transit vehicles. RTMS is currently being used to support operations of MTS and NCTD fixed-route services. The system was deployed through a contract with Motorola, and went into full operation in December 2006. Motorola provides maintenance and support services for the back office computer equipment and software for RTMS.

Attachment A will extend the Motorola system maintenance and support contract to cover the period from July 1, 2016 through September 30, 2016 to allow for the completion of a replacement agreement which is currently scheduled for recommendation to the Board in September 2016.



As part of the original contract award, MTS and NCTD executed a Funds Transfer Agreement. This cost-sharing agreement provides the ability for NCTD to reimburse MTS for NCTD related costs pertaining to services provided by Motorola. The cost allocation is based on the number of vehicles each Agency operates that utilizes the RTMS system. As such, the cost of the maintenance and support contract will be shared by MTS and NCTD through an existing Funds Transfer Agreement under MTS Doc No. G0868.11-03.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment 17 to MTS Doc. No. G0867.0-03 (in substantially the same format as Attachment A) with Motorola, Inc. (Motorola) to extend the Regional Transit Management System (RTMS) post warranty annual maintenance and support services agreement by three months from July 1, 2016 through September 30, 2016.



Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. G0867.17-03

June 9, 2016

MTS Doc. No. G0867.17-03

Mr. Kent Martin, Regional Service Manager
 1301 East Algonquin Road
 San Diego, CA 92121

Dear Mr. Martin:

Subject: AMENDMENT NO. 17 TO MTS DOC. NO. G0867.0-03; EXERCISE SOLE SOURCE
 EXTENSION OF REGIONAL TRANSIT MANAGEMENT SYSTEM POST WARRANTY
 MAINTENANCE SERVICES

This letter will serve as formal notification that MTS has chosen to exercise a Sole Source extension of services to from July 01, 2016 to September 30, 2016 as detailed in Motorola's Post-Warranty Maintenance Pricing Summary (See Exhibit A).

The following table lists the current value of the contract inclusive of previous amendments.

Contract Amendments	Amounts
Initial Contract	\$19,176,856.00
Amendment No. 1	\$10,336.00
Amendment No. 2	\$678,384.00
Amendment No. 3	\$99,712.00
Amendment No. 4	\$119,461.50
Amendment No. 5	\$702,711.00
Amendment No. 6	\$0.00
Amendment No. 7	\$544,802.00
Amendment No. 8	\$737,846.52
Amendment No. 9	\$25,466.51
Amendment No. 10	\$774,738.88
Amendment No. 11	\$57,337.00
Amendment No. 12	\$406,737.48
Amendment No. 13	\$1,260,887.52
Amendment No. 14	\$896,857.09
Amendment No. 15	\$941,700.00
Amendment No. 16	\$988,784.95
Amendment No. 17	\$259,545.33
Contract Total	\$27,682,163.78

As a result of this Amendment, the total contract price has increased by \$259,545.33 from \$27,422,618.45 to \$27,682,163.78.

Additionally, MTS hereby removes the Termination for Convenience provision as contained in the Agreement and shall be binding only in the extended service period commencing on July 1, 2016 and

expiring on September 30, 2016

All other terms and conditions remain unchanged. If you agree with the above, please sign below and return the document marked "original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Kent Martin
Motorola Solutions, Inc.

Date: _____

Exhibit: A. Motorola Post Warranty Maintenance Pricing Summary

EXHIBIT A

Post Warranty Maintenance Pricing Summary

Attn: AI 20, 6/9/16



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001010649
Contract Modifier: RN05-MAY-16

Date: 05/31/2016

Company Name:	San Diego Metropolitan Transit Development Board
Attn:	
Billing Address:	1255 Imperial Ave Ste 1000
City, State, Zip:	San Diego, CA, 92101
Customer Contact:	Devin Braun
Phone:	(619)238-0100 Ext.6431

Required P.O.: Yes

Customer #: 1011291044
Bill to Tag #: 0001

Contract Start Date: 07/01/2016
Contract End Date: 09/30/2016
Anniversary Day: Jun 30th
Payment Cycle: QUARTERLY
PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		Total Services	\$86,515.11	\$259,545.33
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS Motorola radio network connected to K CORE Motorola MCC7500 dispatch consoles Radio site at San Ysidro San Diego and North County Bus CAD Hardware		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	\$86,515.11	\$259,545.33
		Taxes	-	-
		Grand Total	\$86,515.11	\$259,545.33
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MOTOROLA WEST ADJUSTMENT D0175			SAN DIEGO	CA
MOTOROLA RADIO SUPPORT CENTER			ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER			ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER D0066			SCHAUMBURG	IL
DAY WIRELESS SYSTEMS (20)			SAN DIEGO	CA
IPKEYS TECHNOLOGIES LLC			SOLANA BEACH	CA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE