



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

## Agenda

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 6, 2019

9:00 a.m.

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

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. 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

- |    |  |                    |
|----|--|--------------------|
| A. | ROLL CALL  |                    |
| B. | <a href="#">APPROVAL OF MINUTES – March 14, 2019</a>   | Approve            |
| C. | COMMITTEE DISCUSSION ITEMS   |                    |
| 1. | <a href="#">Quarterly Mid-Coast Corridor Transit Project Update (John Haggerty of SANDAG)</a>  | Informational      |
| 2. | <p>CLOSED SESSION – CONFERENCE WITH REAL PROPERTY<br/>NEGOTIATORS Pursuant to California Government Code Section 54956.8<br/><u>Property:</u> 4464 – 4574 Alvarado Canyon Road, San Diego CA (Assessor<br/>Parcel Nos. (APN) 461-320-12, 29, and 07)<br/><u>Agency Negotiators:</u> Paul Jablonski, Chief Executive Officer, Karen<br/>Landers, General Counsel, Sharon Cooney, Chief of Staff, and Tim Allison,<br/>Manager of Real Estate Assets<br/><u>Negotiating Parties:</u> Affirmed Housing Group, Inc.; Greystar Real Estate<br/>Partners, LLC<br/><u>Under Negotiation:</u> Price and Terms of Payment</p> | Possible<br>Action |

Please SILENCE electronics  
during the meeting

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • [www.sdmts.com](http://www.sdmts.com)

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.



- D. [REVIEW OF DRAFT June 13, 2019 MTS 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. Possible Action
- F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
- G. PUBLIC COMMENTS
- H. NEXT MEETING DATE: July 11, 2019
- I. ADJOURNMENT

# DRAFT

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

March 14, 2019

## MINUTES

### A. ROLL CALL

Chair Gomez called the Executive Committee meeting to order at 9:03 a.m. A roll call sheet listing Executive Committee member attendance is attached.

### B. APPROVAL OF MINUTES

Mr. Arambula moved for approval of the minutes of the February 7, 2019, MTS Executive Committee meeting. Ms. Montgomery seconded the motion, and the vote was 4 to 0 in favor with Mr. Fletcher and Ms. Salas absent.

### C. COMMITTEE DISCUSSION ITEMS

#### 1. Quarterly Mid-Coast Corridor Transit Project Update (Sharon Humphreys of SANDAG)

Sharon Humphreys of SANDAG provided a presentation on the Mid-Coast Corridor Transit Project. She reviewed the Mid-Coast project alignment, project budget, and organization chart. Ms. Humphreys discussed the details of the construction progress; contingency curve; DBE utilization; construction schedule; schedule contingency curve; and provided a construction update. Lastly, she reviewed the details of property acquisitions; safety and security; CPUC grade separations; Light Rail Vehicle purchases; and public involvement activity.

Ms. Salas congratulated staff on their hard work with this project. She said she would be happy to attend the next tour they provide.

Ms. Rios encouraged other Board Members to attend the Mid-Coast tour when they have the opportunity.

#### 2. 12th & Imperial Transit Center Development (Tim Allison)

Tim Allison, Manager of Real Estate Assets, introduced this item and Paul Marra from Keyser Marston & Associates to review the details of the proposed 12<sup>th</sup> & Imperial Transit Center Development. Mr. Marra continued the presentation and reviewed the site area and zoning capacity. He reviewed two options for the development site, including a low intensity scenario and a high intensity scenario. Mr. Marra discussed the supportable land values for each scenario, the estimate of net proceeds to MTS, and potential office use at the site. Mr. Allison stated that this exercise was to provide the Board with details about the development site. He noted that the next steps moving forward would be to pursue street vacations, proceed with RFQ/P processing with developed project schedule, and continue briefing the Executive Committee on project status.

Paul Jablonski, Chief Executive Officer, commented that staff asked Keyser Marston to evaluate both scenario options for this development site. He stated that both options are viable, however staff prefers option A for this site.

Chair Gomez stated that this is a great opportunity. She commented that she would prefer to move forward with the option A scenario, which provides more inclusiveness within the development.

Action Taken

Chair Gomez moved to proceed with the Request for Qualifications/Proposals process with the Option A scenario. Mr. Arambula seconded the motion, and the vote was 6 to 0 in favor.

3. Palm Avenue Trolley Station Transit-Oriented Development (Tim Allison)

Mr. Allison provided a presentation on the Palm Avenue Trolley Station Transit-Oriented Development (TOD) project. Mr. Allison noted that this item was brought to the Executive Committee last month, and since that time, MTS has not received any other interest for this site. He briefly reviewed the details of the TOD site including the regional proximity, development team, project rendering, housing element, commercial/mobility hub, and parking. Mr. Allison stated that the next steps would be to discuss land-use issues with the City and Council District 8, conduct a financial and best-use analysis, and continue briefing the Executive Committee on project status.

Chair Gomez asked about the outreach efforts for developing this site. Mr. Allison stated that MTS listed this project on the MTS website for potential developers to access.

Ms. Rios asked about the parking requirements for this site. She asked if free transit passes would be included in this site for the tenants. Mr. Allison stated that the developers are looking at multiple innovative alternatives to parking. Mr. Jablonski stated those details would be a part of the negotiating process. Ms. Rios also commented about the labor process for this site. Mr. Allison stated that labor process discussions would be included in the negotiating process.

Action Taken

Ms. Rios moved to direct staff to move forward with discussions with the development team of National CORE and Malick Infill for a proposed Palm Avenue Trolley Station development. Ms. Salas seconded the motion, and the vote was 6 to 0 in favor.

D. REVIEW OF DRAFT March 21, 2019 BOARD AGENDA (TAKEN BEFORE CLOSED SESSION)

Recommended Consent Items

6. Property Insurance Renewal

Action would authorize the Chief Executive Officer (CEO) to renew the property insurance coverage for the San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI) with the California State Association of Counties –



Excess Insurance Authority (CSAC-EIA) Property Insurance Program, effective March 31, 2019, through March 31, 2020, with various coverage deductibles of \$25,000 (real estate and personal contents property), \$100,000 (bus fleet), \$250,000 (light rail fleet) and \$1,500,000 (roads, bridges and tunnels).

7. Blue Line Right of Way Fence Improvements – Award Work Order Under a Job Order Contract (JOC)  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC7503-52 to MTS Doc. No. PWL234.0-17 with ABC Construction Company, Inc. (ABC) for the replacement of a portion of the chain link fence along the Blue Line right-of-way.
8. Blue Line Traction Power Substations Installation – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL262.0-19 with Mid-Coast Transit Constructors (MCTC) for the installation of three (3) Traction Power Substations on the Blue Line.
9. Light Rail Vehicle (LRV) Braking Resistor Segments – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1481.0-19 with HI-TEC Enterprises, for LRV Braking Resistor Segments.
10. Fiscal Year 2018-2019 Low Carbon Transit Operations Program (LCTOP) Funding  
Action would adopt Resolution No. 19-2 in order to: (1) agree to comply with all conditions and requirements set forth in the Certification and Assurances Document, and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects; (2) authorize the Chief Executive Officer (CEO), or designated representative, to execute all required documents of the LCTOP and any amendments thereto with the California Department of Transportation; (3) authorize the use of, and application for, \$6,248,084 in Fiscal Year 2018-2019 LCTOP funding for capital projects which reduce greenhouse gas emissions and approve mobility with a priority on serving disadvantaged communities; (4) authorize the use of \$1,204,139 in Fiscal Year 2017-2018 LCTOP funding for capital projects which reduce greenhouse gas emissions and approve mobility with a priority on serving disadvantaged communities; and (5) certify that at least 50% of the total LCTOP funds received will be spent on projects or services that will benefit Disadvantaged Communities (DAC) identified in Section 39711 of the Health and Safety Code.
11. RuBAN™ Software and Support Sole Source Contract Amendment  
Action would authorize the Chief Executive Officer (CEO) to: (1) Execute Amendment No.1 to MTS Doc. No. G2071.0-18 with Davra Networks (Davra), increasing the contract value of and extending the term of the RuBAN™ Software and Support agreement; and (2) Exercise all option years, at the CEO's discretion.
12. San Diego Metropolitan Transit System (MTS) El Cajon Blvd. Retaining Wall Retrofit Construction Services – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL264.0-19 with Western Rim Constructors, Inc. for the El Cajon Blvd. retaining wall retrofit.

13. Imperial Avenue Division (IAD) Zero Emission Bus (ZEB) Charger Project Phase I Construction – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB268.0-19 with Alvarez & Shaw, Inc. (a Disadvantage Business Enterprise (DBE)) for the IAD ZEB Charger Project Phase I Construction.
14. Replacement of Existing Lighting Fixtures with New LED Lighting in the Lot at the Imperial Avenue Division (IAD) – Award Work Order Under a Job Order Contract (JOC)  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC7502-03 to MTS Doc. No. PWG238.0-17 with Select Electric, Inc. (Minority Owned Business Enterprise (MBE)) for the replacement of existing lighting fixtures with new LED lighting in the lot at IAD.
15. Support for Account Based Fare Collection System Phase IV: Implementation Process – Contract Amendment  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1923.7-16, a Sole Source extension with CH2M, to provide support services for the Account Based Fare Collection System Implementation phase.
16. Kearny Mesa Division Bus Wash Blowers Construction – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB267.0-19 with Ahrens Mechanical (Disabled Veteran Business Enterprise (DVBE)) for the Kearny Mesa Division (KMD) Bus Wash Blowers Construction Project.
17. Purchase of Network Communication Equipment  
Action would authorize the Chief Executive Officer (CEO) to execute the Purchase Order with Advance Digital Solution International Inc. for the provision of network equipment for the Trolley network communications system.
18. Replacement of Lighting Fixtures in the Trolley Pits at Building C – Award Work Order Under a Job Order Contract (JOC)  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC7503-51 to MTS Doc. No. PWL234.0-17, with ABC Construction Company, Inc. (ABC), for the replacement of lighting fixtures in the trolley pits at Building C.
19. San Diego Metropolitan Transit System (MTS) Task Order Contract Approval for Rio Vista Station Retaining Wall and Station Repair Design Services  
Action would authorize the Chief Executive Officer (CEO) to execute Amendment 1 to Work Order WOA1949-AE-06 for MTS Doc. No. G1949.0-17 with Jacobs Engineering Group, Inc. (Jacobs) in the amount of \$123,992.84 to perform additional design-engineering services for the Rio Vista Station Retaining Wall and Station Repairs.
20. Third Party Compass Card and Transit Pass Sales – Amended Agreement with Albertsons  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1598.6-13, with Albertsons for the provision of selling MTS and North County Transit District (NCTD) Compass Card passes at all Albertsons and select Vons groceries stores for two (2) additional years.

21. Vendor Managed Inventory (VMI) Program for Transit Maintenance Spare Parts – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Document Number B0701.0-19 with The Aftermarket Parts Company, LLC for the supply of certain maintenance spare parts under a vendor managed inventory framework.
22. Trolley Track Improvements – Change Orders 1-9  
Action would: (1) Ratify Construction Change Orders 1 through 5 with Veolia Transportation Maintenance & Infrastructure (VTMI) to MTS Doc. No. PWL243.0-17 totaling \$166,541.64, for Trolley Track Improvements on MTS's Orange Line and Green Line Light Rail Vehicle (LRV) service route(s); and  
(2) Authorize the Chief Executive Officer (CEO) to execute MTS Document No. PWL243.0-17 - Change Orders 6 through 9, with VTMI, for \$1,548,856.31.

#### EXECUTIVE COMMITTEE COMMENTS

Ms. Rios inquired about consent item number 6. She asked about the exclusion of earthquake insurance. Ms. Landers stated that MTS has never purchased earthquake insurance due to the significant cost and the instances of utilizing the insurance would be rare. Ms. Landers stated that she could provide more information in the item for the Board meeting.

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

Larry Marinesi, Chief Financial Officer, discussed the TransNet Ordinance Funding Eligibility Requests item included on the SANDAG Transportation Committee agenda. He discussed the details of TransNet funding eligibility requirements with regard to the regional operators and noted that they will be asking for an operator requirement exclusion to ensure the full amount of TransNet funding is allocated.

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

Mr. Jablonski commented that SANDAG recently proposed to utilize money from MTS's Transportation Development Act (TDA) funding for their own purposes to add 20 new positions, fund their merit pool and increase their wage grade scales. He noted the total amounted to approximately \$7 million of MTS funding. Mr. Jablonski stated that MTS takes exception to this proposal and staff recently met with North County Transit District (NCTD) and SANDAG last week about these issues. He explained that the SANDAG budget proposal will be brought to the SANDAG Board next week. Mr. Jablonski let the Executive Committee members know that this would highly affect MTS's bottom line. Mr. Jablonski also noted that MTS is having ongoing discussions with SANDAG to help resolve this matter.

#### G. PUBLIC COMMENTS (TAKEN BEFORE CLOSED SESSION)

There were no Public Comments.

The Executive Committee convened for Closed Session at 10:04 a.m.

- C4. CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION/  
CONFERENCE WITH LABOR NEGOTIATORS – CHIEF EXECUTIVE OFFICER  
Pursuant to California Government Code Sections 54957 and 54957.6;  
Agency-Designated Representative: Georgette Gómez, Chairperson  
Employee: Paul C. Jablonski

The Executive Committee reconvened from Closed Session at 10:18 a.m.

Oral Report on Final Actions Taken in Closed Session

- C4. The Executive Committee conducted a performance evaluation and gave instructions to staff.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for April 4, 2019, at 9:00 a.m.

I. ADJOURNMENT

Chair Gomez adjourned the meeting at 10:19 a.m.

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Chairperson

Attachment: Roll Call Sheet

**EXECUTIVE COMMITTEE**  
**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**ROLL CALL**

MEETING OF (DATE) March 14, 2019

CALL TO ORDER (TIME) 9:03 a.m.

RECESS \_\_\_\_\_

RECONVENE \_\_\_\_\_

CLOSED SESSION 10:04 a.m.

RECONVENE 10:18 a.m.

ADJOURN 10:19 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ARAPOSTATHIS	<input type="checkbox"/> (Arambula) <input checked="" type="checkbox"/>	9:00 a.m.	10:19 a.m.
FLETCHER	<input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:07 a.m.	10:19 a.m.
GOMEZ (Chair)	<input checked="" type="checkbox"/>	9:00 a.m.	10:19 a.m.
MONTGOMERY	<input checked="" type="checkbox"/> (Ward) <input type="checkbox"/>	9:00 a.m.	10:19 a.m.
RIOS (Vice-Chair)	<input checked="" type="checkbox"/>	9:00 a.m.	10:19 a.m.
SALAS	<input checked="" type="checkbox"/> (Sandke) <input type="checkbox"/>	9:05 a.m.	10:19 a.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

laure



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## Agenda Item No. C1

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 6, 2019

#### SUBJECT:

QUARTERLY MID-COAST CORRIDOR TRANSIT PROJECT UPDATE (JOHN  
HAGGERTY OF SANDAG)

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

The Mid-Coast Corridor Transit Project is being developed by the San Diego Association of Governments (SANDAG) with MTS's assistance. The Mid-Coast Project will extend Trolley service from Old Town Transit Center to the University City community, serving major activity centers such as the Veterans Administration Medical Center, the University of California San Diego, and Westfield UTC. The project is funded by SANDAG and the Federal Transit Administration New Starts Program. SANDAG staff will provide an update on the project.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)





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# DRAFT

## Agenda

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

9:00 a.m.

James R. Mills Building  
Board Meeting Room, 10th Floor  
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### ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes – May 9, 2019 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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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. [Taxicab Contracts Renewal](#) Approve  
Action would: (1) approve the “Tenth Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and City of San Diego”; and (2) approve a five-year extension of existing agreements for Taxicab Administration with the cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.
7. [Proposed Revisions to Policy No. 22, “Rules of Procedure for the San Diego Metropolitan Transit System \(MTS\) Board of Directors”](#) Approve  
Action would approve the proposed revisions to MTS Policy No. 22, “Rules of Procedure for the San Diego Metropolitan Transit System (MTS) Board of Directors.”
8. [California Department of Transportation Program of Projects for Federal Transit Administration Section 5311\(f\) Funding, Fiscal Year 2019](#) Approve  
Action would approve Resolution No. 19-4 authorizing the use of, and application for, \$300,000 of Federal Transit Administration (FTA) Section 5311(f) funds for operating assistance in non-urbanized areas.
9. [Amendment to Codified San Diego Metropolitan Transit System \(MTS\) Fare Ordinance No. 4](#) Approve  
Action would approve the revisions to MTS Fare Ordinance No.4 to comply with the San Diego Association of Governments (SANDAG) recently adopted Regional Comprehensive Fare Ordinance revisions generated by the Fare Study.
10. [Fiscal Year 2020 Transportation Development Act \(TDA\) Claim](#) Approve  
Action would adopt Resolution Nos. 19-5, 19-6, and 19-7 approving fiscal year (FY) 2020 TDA Article 4.0, 4.5, and 8.0 claims allocating \$100,576,245 in TDA revenues for MTS.
11. [Insurance Brokerage and Consulting Services Contract](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2231.0-19 in the amount of \$839,475.00 to Alliant Insurance Services, Inc. for insurance brokerage and consulting services effective July 1, 2019.
12. [On-Call Job Order Contracting \(JOC\) General Civil Construction Services – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG275.0-19 with ABC Construction Co., Inc. (ABC) for on-call civil construction services, in the amount of \$5,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.
13. [Sole Source Award for Motorola APX4500 Radios for the Regional Transit Management System \(RTMS\) and Radio Upgrade Project](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute a Purchase Order (PO) with Motorola Solutions, Inc. (Motorola), in the amount of \$608,762.50, on a sole source basis, for the purchase of 360 APX4500 radios.
14. [Cisco SMARTNET Maintenance Support – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. G2247.0-19 with AT&T Corp. in the amount of \$246,612.32 for the provision of Cisco SMARTNET Maintenance Support for three (3) years.



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|-----|---|---------|
| 15. | <a href="#"><u>Supply of Non-Revenue Vehicle Fuel (Diesel and Unleaded) – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2290.0-19 with SC Commercial, LLC, for the provision of non-revenue vehicle fuel (diesel and unleaded) in the amount of \$13,273,280.00 for 5 years.  | Approve |
| 16. | <a href="#"><u>On-Call Job Order Contracting (JOC) Railroad Construction Services – Herzog Contracting Corp. – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG269.0-19 with Herzog Contracting Corp. (Herzog) for on-call railroad construction services, in the amount of \$3,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.  | Approve |
| 17. | <a href="#"><u>On-Call Job Order Contracting (JOC) General Building and Facilities Construction Services – Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG274.0-19 with PUB Construction, Inc. (PUB) for on-call building and facilities construction services, in the amount of \$4,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.  | Approve |
| 18. | <a href="#"><u>Revenue Vehicle Fleet Seat Upholstery Replacement and Repair Services</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2250.0-19 with Sardo Bus & Coach Upholstery in the amount of \$553,204.30 for the provision of Bus and Rail Vehicle Seat Upholstery Replacement and Repair Services.  | Approve |
| 19. | <a href="#"><u>Trapeze Software License and Maintenance Support Renewal – Sole Source Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2253.0-19 with Trapeze Software Group, Inc. (Trapeze) in amount of \$2,908,551.00 for the renewal of software licensing and maintenance support for a five (5) year base period and five (5) one-year options exercisable under the CEOs discretion.  | Approve |
| 20. | <a href="#"><u>Vehicle Paint Supply – Sole Source Contract Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2199.0-19 with Annex Warehouse Co. Inc. (Annex), for the provision of vehicle paint in the amount of \$269,108.23.  | Approve |
| 21. | <a href="#"><u>Davra Networks, RuBAN Software and Support Contract Amendment – Trolley Real Time Project</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2071.0-18 with Davra Networks (Davra), increasing the contract value in the amount of \$336,000.00, bringing the contract total to \$761,800.00.   | Approve |
| 22. | <a href="#"><u>Conduent Transportation Solutions, Inc. for Regional Transit Management System (RTMS) Hardware and Software Upgrades – Sole Source Award</u></a><br>Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2260.0-19 in amount of \$6,542,899.06 with Conduent Transportation Solutions, Inc. (Conduent) for the purchase of hardware and software upgrade services for the Regional Transit Management System (RTMS) and Radio Site Upgrade project; and an option to install mobile data routers on the bus fleet exercisable under the CEO's discretion. | Approve |

23. [Task Order Contract Approval to Perform Community Outreach and Operating Plan Development for the South Bay Feeder Bus Service](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17 with Kimley-Horn and Associates, Inc. (KHA) in the amount of \$225,723.33 to perform community outreach and operating plan development for the South Bay feeder bus service.
24. [Task Order Contract Approval to Evaluate Trolley Connection to San Diego International Airport](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1951-AE-42 to MTS Doc. No. G1951.0-17 with Mott MacDonald in the amount of \$119,758.16 to evaluate trolley connection to the San Diego International Airport.
25. [40-Foot Low-Floor Electric Bus and Additional Depot Chargers – Contract Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to ratify Amendments 1 through 3 and execute Amendment No. 4 to MTS Doc. No. B0688.0-18 with New Flyer of America Inc. (New Flyer) in the amount of \$386,852.50, for diagnostics, tools and Personal Protective Equipment (PPE) as well as the purchase of three (3) additional depot chargers not covered under the original contract amount. The original board approval amount of \$5,978,456.97 will increase to a not to exceed amount of \$6,220,948.08.
26. [Printed Circuit Boards \(PCBs\) and Electronic Components – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1476.0-19, a Sole Source agreement, with Siemens Mobility Inc. (Siemens) in the amount of \$1,157,285.97 for continued services providing PCBs and Electronic Components for a 2-year period from July 1, 2019 to June 30, 2021.
27. [Vendor Managed Inventory \(VMI\) Program for Trolley Maintenance Spare Parts – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Document Number L1507.0-19 with Siemens Mobility Inc. (Siemens) for the supply of certain maintenance spare parts under a vendor managed inventory (VMI) framework for an amount not to exceed \$7,500,000.00.

#### CLOSED SESSION

29.

#### NOTICED PUBLIC HEARINGS

30. None.

#### DISCUSSION ITEMS

31. [Low-Floor Light Rail Vehicle \(LRV\) Procurement – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1449.0-18 with Siemens Mobility Inc., (“Siemens”), for the purchase of 25 Low-Floor LRVs under the base order, and up to 22 Low-Floor LRVs under the options order, for a total not to exceed 47 LRVs, in the amount of \$219,098,482.30.

- |     |   |         |
|-----|---|---------|
| 32. | <u>Grantville Trolley Station Development (Sharon Cooney and Tim Allison)</u> | Approve |
| 33. |   |         |
| 34. |   |         |

REPORT ITEMS

- |     |   |               |
|-----|---|---------------|
| 45. | <u>Zero Emission Bus Pilot Program Update (Mike Wygant)</u>   | Informational |
| 46. | <u>Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments (Samantha Leslie)</u>   | Informational |
| 47. | <u>Operations Budget Status Report for April 2019 (Mike Thompson)</u>   | Informational |
| 48. |   |               |
| 59. | <u>Elevate SD 2020 Update</u>   | Informational |
| 60. | <u>Chair Report</u>   | Informational |
| 61. | <u>Chief Executive Officer's Report</u>   | Informational |
| 62. | <u>Board Member Communications</u>  | Informational |
| 63. | <u>Additional Public Comments Not on the Agenda</u><br>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. | <u>Next Meeting Date:</u> July 25, 2019   |               |
| 65. | <u>Adjournment</u>  |               |



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

## Agenda Item No. 6

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

TAXICAB CONTRACTS RENEWAL

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors:

- 1) approve the "Tenth Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and City of San Diego" (in substantially the same format as in Attachment A); and
- 2) approve a five-year extension of existing agreements for Taxicab Administration with the cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee (in substantially the same format as in Attachment B).

#### Budget Impact

None with this action.

#### DISCUSSION:

MTS first contracted to administer and regulate taxicabs and for-hire vehicles with the City of San Diego in 1988, the cities of El Cajon, Imperial Beach, Lemon Grove, and Santee in 1990, the City of Poway in 1991, the City of La Mesa in 1999, the City of National City in 2017, and City of Chula Vista in 2018. All of the cities' Taxicab Administration agreements are set to expire on June 30, 2019.

The respective Councils for the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee have approved the agreement. The draft agreement with the City of San Diego is awaiting final approval and is scheduled for a second reading on June 4, 2019.



In the event that any of these city agreements are not finalized by July 1, 2019, MTS will continue to administer taxicabs on their behalf unless a city communicates its desire to immediately take over for-hire vehicle regulation. If any substantive changes to the draft agreements are requested by those cities, it will be presented to the Board at a subsequent meeting for its approval.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments:      A. Draft Tenth Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and City of San Diego.  
                            B. Agreement Amendments for Administration of Taxicab and Other For-Hire Vehicle Regulations Between San Diego Metropolitan Transit System and the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.

**TENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF SAN DIEGO**

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THIS AGREEMENT is entered into by and between the City of San Diego, a municipal corporation, 202 C Street, San Diego, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. Pursuant to a series of agreements beginning on July 1, 1988, City has contracted with MTS to regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight seeing vehicles, nonemergency medical vehicles, low speed vehicles (LSV), and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County" ("Ordinance No. 11");
- D. Ordinance No. 11 is based on San Diego Municipal Code, Chapter 7, Article 5, Divisions 1 through 6, "Paratransit Code", which provided for CITY regulation prior to 1988, and was repealed in 1989;
- E. Under this agreement, CITY continues to set the fundamental public policy pursuant to regulation of taxicabs and other for-hire vehicles and services through Council Policy 500-02, which, upon approval of the MTS Board, shall be incorporated into Ordinance No. 11;
- F. MTS does not desire to expand its regulatory role to include oversight of the taxicab permit holder and subcontractor (e.g., lease drivers) relationships;
- G. The current agreement between CITY and MTS for MTS regulation of taxicabs and other for-hire vehicles and services expires on June 30, 2019; and
- H. CITY and MTS desire to extend the agreement (MTS Doc. No. G0225.0-95 to G0225.9-95) through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11. City or MTS may terminate this agreement with 12 months' notice.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations. PUC section 120266, subdivision (b) requires MTS to levy the fees necessary to recover the full cost of regulating vehicles and services under this agreement.

3. MTS will not alter a fundamental policy or regulation in accordance with Ordinance No. 11 without prior approval of the CITY. Any CITY-proposed change to Ordinance No. 11 shall similarly require the approval of the MTS Board. Proposed policy changes shall indicate the expected source of funding for their implementation and include an analysis of cost.

4. MTS shall not be required to be a party to contracts between holders of taxicab permits in the CITY and their subcontractors/lease drivers. In the event that the CITY determines that it is in the public's best interest to create a new forum for resolution of disputes between lease drivers and permit holders, the CITY may operate a dispute resolution center or create some other mechanism for processing these types of disputes. During the term of this agreement MTS shall not perform this function.

5. The CITY agrees to indemnify, defend and hold harmless MTS, its agents and officers from and against any liability that it may incur as a result of its administration and enforcement of Ordinance 11, regulations and policies thereunder, during the period of this Agreement.

6. The CITY and MTS may supplement this agreement by written amendment.

7. In full accordance of all other provisions in this agreement, items of policy that shall be investigated and addressed by the CITY and MTS through Ordinance 11 changes during the term of this agreement shall include: the setting of a maximum vehicle age and/or mileage; the requirement that permit holders issue copies of leases, contracts, and receipts to lessees, and maintain records of receipts for lease payments; and the appropriate process for permit transfers. Proposals on these subjects will be reviewed by the MTS Taxicab Advisory Committee and the CITY Public Safety and Livable Neighborhoods Committee and then forwarded to the MTS Board and, if applicable, the CITY Council, for approval.

IN WITNESS THEREOF, this tenth amendment to the agreement is executed by the CITY acting by and through its Mayor pursuant to Council Resolution No. \_\_\_\_\_, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF SAN DIEGO

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

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Kevin Faulconer  
Mayor

---

Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

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

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

Attest: \_\_\_\_\_



**FIRST AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF CHULA VISTA**

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THIS AGREEMENT is entered into by and between the City of Chula Vista, a municipal corporation, 276 4<sup>th</sup> Avenue, Chula Vista, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Chula Vista City Municipal Code, Chapter 5.54.010;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of November 1, 2018 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.
2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.
3. The CITY Manager and MTS Chief Executive Officer may supplement this

agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this first amendment to the agreement is executed by the CITY acting by and through its Mayor pursuant to Council Resolution No. 2019-052 and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.


CITY OF CHULA VISTA

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

  
\_\_\_\_\_  
Mary Casillas Salas  
Mayor

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
Glenn Googins  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 4-10-2019

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

Attest:   
\_\_\_\_\_  
Kerry K. Bigelow, MMC  
City Clerk

**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF EL CAJON**

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THIS AGREEMENT is entered into by and between the City of El Cajon, a charter city and municipal corporation, 200 Civic Center Way, El Cajon, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the El Cajon Municipal Code, Chapter 5.68;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY's City Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.


4. This Agreement shall be effective upon execution by the CITY and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY, acting by and through its City Manager pursuant to Council Resolution No. 037-19, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF EL CAJON

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

  
\_\_\_\_\_  
Graham Mitchell  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
Morgan L. Foley  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 4/24/2019

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

Attest.   
\_\_\_\_\_  
Angela Cortez, CMC, City Clerk



RESOLUTION NO. 037-19

RESOLUTION APPROVING SEVENTH AMENDMENT TO  
AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER  
FOR-HIRE VEHICLE REGULATIONS BETWEEN THE  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND THE CITY OF EL CAJON

WHEREAS, the San Diego Metropolitan Transit System ("MTS"), formerly known as the San Diego Metropolitan Transit Development Board ("MTDB"), is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code ("PUC") to enter into contracts to regulate transportation services within a city in its area of jurisdiction; and

WHEREAS, the City Council, by Resolution No. 307-90 adopted on July 24, 1990, entered into an agreement with MTDB (the "Agreement") for such services within the City of El Cajon (the "City") for the period of July 1, 1990 through June 30, 1995; and

WHEREAS, the City Council, by Resolution No. 111-95 adopted on April 25, 1995, entered into a first amendment to the Agreement, extending the period of said Agreement through June 30, 1998; and

WHEREAS, the City Council, by Resolution No. 201-97 adopted on December 23, 1997, entered into a second amendment to the Agreement, extending the period of said Agreement through June 30, 2003; and

WHEREAS, the City Council, by Resolution No. 83-03 adopted on May 13, 2013, entered into a third amendment to the Agreement, extending the period of said Agreement through June 30, 2008; and

WHEREAS, the City Council, on February 26, 2008, voted to enter into a fourth amendment to the Agreement, extending the period of said Agreement through June 30, 2013; and

WHEREAS, on June 11, 2013, the City entered into a fifth amendment to the Agreement, extending the period of said Agreement through June 30, 2014; and

WHEREAS, the City Council, by Resolution No. 095-14, adopted on September 9, 2014, entered into a sixth amendment to the Agreement, extending the period of said Agreement through June 30, 2019; and

WHEREAS, City and MTS now desire to enter into a seventh amendment to the Agreement to extend the period of said Agreement through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

Section 1. The above recitals are true and correct, and are the findings of the City Council.

Section 2. The City Council of the City of El Cajon hereby approves the Seventh Amendment to Agreement for Administration of Taxicab and Other For-Hire Vehicle Regulations between San Diego Metropolitan Transit System and City of El Cajon, to extend the Agreement for the period of July 1, 2019 through June 30, 2024, substantially in the form as presented to the City Council at this meeting, with such changes as may be approved by the City Manager.

Section 3. The City Manager, or his designee, is hereby authorized and directed to execute said Seventh Amendment, and any amendments thereto approved by the City Manager, on behalf of the City of El Cajon.

PASSED AND ADOPTED by the City Council of the City of El Cajon, California at an Adjourned Regular Joint City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meeting held this 23<sup>rd</sup> day of April 2019, by the following vote to wit:


AYES	:	Goble, Kendrick, McClellan, Wells
NOES	:	None
ABSENT	:	None
DISQUALIFY:	:	None

BILL WELLS  
Mayor of the City of El Cajon

ATTEST:

ANGELA L. CORTEZ, CMC  
City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 037-19 of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency on the 26<sup>th</sup> day of February 2019.

  
\_\_\_\_\_  
Angela L. Cortez, CMC, City Clerk

**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF IMPERIAL BEACH**

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THIS AGREEMENT is entered into by and between the City of Imperial Beach, a municipal corporation, 825 Imperial Beach Boulevard, Imperial Beach, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; and a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. \_\_\_\_\_, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

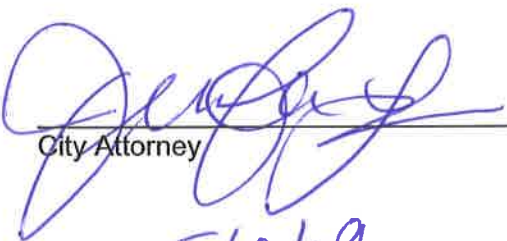
CITY OF IMPERIAL BEACH

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
City Attorney  
Date: 5/8/19

\_\_\_\_\_  
Office of the General Counsel

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

Attest: \_\_\_\_\_



**RESOLUTION NO. 2019-8036**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A SEVENTH AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLES REGULATIONS BETWEEN SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF IMPERIAL BEACH AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction; and

**WHEREAS**, the City of Imperial Beach is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC; and

**WHEREAS**, the City of Imperial Beach regulated taxicab and other for-hire vehicles in accordance with the Imperial Beach Municipal Code, Chapter 4.44; and

**WHEREAS**, the City of Imperial Beach desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services with the City"; and

**WHEREAS**, the City of Imperial Beach and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; and a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. Approve a seventh amendment to an agreement for administration of taxicab and other for-hire vehicle regulations between San Diego Metropolitan Transit System (MTS) and the City of Imperial Beach for the period of July 1, 2019 through June 30, 2024.
3. Authorize the City Manager to execute the agreement.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 1<sup>st</sup> day of May 2019, by the following vote:

**AYES:** COUNCILMEMBERS: WEST, SPRIGGS, AGUIRRE, DEDINA  
**NOES:** COUNCILMEMBERS: NONE  
**ABSENT:** COUNCILMEMBERS: PATTON

ATTEST:

  
\_\_\_\_\_  
SUNEM CARBALLO, CMC  
DEPUTY CITY CLERK

  
\_\_\_\_\_  
SERGE DEDINA, MAYOR

**FIFTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF LA MESA**

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THIS AGREEMENT is entered into by and between the City of La Mesa, a municipal corporation, 8130 Allison Avenue, La Mesa, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the La Mesa Municipal Code, Sections 6.24.030, 6.24.080, and 6.24.110;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1999, through June 30, 2003; a first amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a second amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a third amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a fourth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this fifth amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 2019-017, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF LA MESA

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 2/15/19

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

Attest:   
\_\_\_\_\_

RESOLUTION NO. 2019-017

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA  
AUTHORIZING THE EXECUTION OF A FIFTH AMENDMENT TO AN  
AGREEMENT BETWEEN THE CITY OF LA MESA AND SAN DIEGO  
METROPOLITAN TRANSIT SYSTEM (MTS) FOR ADMINISTRATION OF  
TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS

---

WHEREAS, the San Diego Metropolitan Transit System (MTS) is authorized to enter into contacts to regulate transportation services in the City of La Mesa;

WHEREAS, the City of La Mesa desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11 "An Ordinance Providing for the Licensing and Regulation of Transportation Services Within the City";

WHEREAS, the City and MTS have previously agreed to this arrangement in 1999, 2003, 2008, 2013, and 2014; and

WHEREAS, the City and MTS now desire to extend this agreement from July 1, 2019 to June 30, 2024.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the City Council of the City of La Mesa, that the City Manager is hereby authorized to execute the fifth amendment to the agreement between the City of La Mesa and the San Diego Metropolitan Transit System (MTS) for the administration of taxicab and other for-hire vehicle regulations.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 12th day of March 2019, by the following vote, to wit:

AYES: Councilmembers Alessio, Baber, Parent, Weber and Mayor Arapostathis

NOES: None

ABSENT: None

CERTIFICATE OF CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2019-017, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.



MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)

**EIGHTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF LEMON GROVE**

---

THIS AGREEMENT is entered into by and between the City of Lemon Grove, a municipal corporation, 3232 Main Street, Lemon Grove, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Lemon Grove Municipal Code, Chapter 5.64;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1991; a first amendment to that agreement, correcting Section 1 to reflect the intention that the period was from July 1, 1990, through June 30, 1995; a second amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a third amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a fourth amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fifth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a sixth amendment to that agreement for the period of July 1, 2013 through June 30, 2014; a seventh amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and

transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.


4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this eighth amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. ~~2014-316~~ and by MTS acting through its Chief Executive Officer.   
 2019-3052

Dated this 1<sup>st</sup> day of July, 2019.

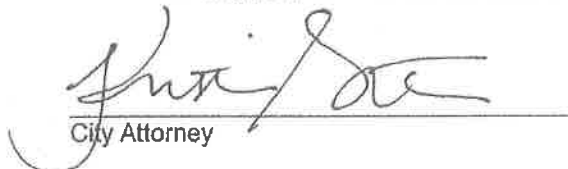
CITY OF LEMON GROVE

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: May 9, 2019

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

Attest: \_\_\_\_\_

**FIRST AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF NATIONAL CITY**

---

THIS AGREEMENT is entered into by and between the City of National City, a municipal corporation, 1243 National City Boulevard, National City, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the National City Municipal Code, Chapter 11.70;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of March 21, 2017 through June 30, 2019; and
- F. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of July 1, 2019 through July 31, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.



3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this first amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 2019-69, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019

CITY OF NATIONAL CITY

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

  
\_\_\_\_\_  
Acting City Manager  
Stephen Manganiello

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

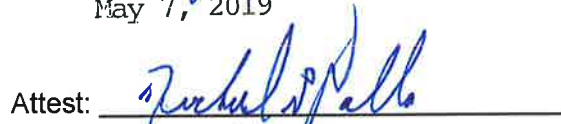
WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
Angil Morris-Jones  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: May 7, 2019  
May 7, 2019

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

Attest:   
\_\_\_\_\_  
Michael R. Dalla  
City Clerk

RESOLUTION NO. 2019 – 69

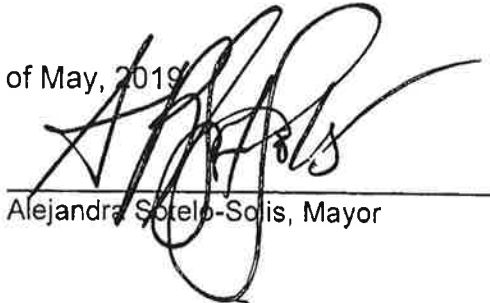
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SAN  
DIEGO METROPOLITAN TRANSIT SYSTEM TO LICENSE AND REGULATE FOR-  
HIRE VEHICLES OPERATING IN THE CITY OF NATIONAL CITY AT NO COST TO  
THE CITY

WHEREAS, on March 21, 2017, the City Council of the City of National City approved an agreement with San Diego Metropolitan Transit System ("MTS") to license and regulate for-hire vehicles operating in the City of National City (the "City") through June 30, 2019; and

WHEREAS, staff requests approval of a new agreement with MTS to continue to license and regulate for-hire vehicles operating in the City from July 1, 2019 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to execute an agreement with San Diego Metropolitan Transit System ("MTS") to license and regulate for-hire vehicles operating in the City of National City from July 1, 2019 through June 30, 2024.


PASSED and ADOPTED this 7th day of May, 2019.

  
Alejandra Sotelo-Solis, Mayor

ATTEST:

  
For Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
Angil P. Morris-Jones  
City Attorney

Passed and adopted by the Council of the City of National City, California, on May 7, 2019 by the following vote, to-wit:

Ayes: Councilmembers Cano, Morrison, Quintero, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: ALEJANDRA SOTELO-SOLIS  
Mayor of the City of National City, California

MICHAEL R. DALLA  
City Clerk of the City of National City, California

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2019-69 of the City of National City, California, passed and adopted by the Council of said City on May 7, 2019.

\_\_\_\_\_  
City Clerk of the City of National City, California



By:   
Deputy

**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF POWAY**

---

THIS AGREEMENT is entered into by and between the City of Poway, a municipal corporation, 13325 Civic Center Drive, Poway, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Poway Municipal Code, Chapter 5.20;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1991, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019; and
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance, policies, and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until the expiration date of June 30, 2024. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY acting by and through its City Manager, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF POWAY

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM



Tina M. White  
City Manager

Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.



City Attorney

Office of the General Counsel

Date: 3/14/19

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

**SEVENTH AMENDMENT TO AGREEMENT FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
BETWEEN  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND  
CITY OF SANTEE**

---

THIS AGREEMENT is entered into by and between the City of Santee, a municipal corporation, 10601 Magnolia, Santee, CA (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts to regulate transportation services within a city in its area of jurisdiction and with the County of San Diego;
- B. CITY is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC;
- C. CITY regulated taxicab and other for-hire vehicles in accordance with the Santee Municipal Code, Sections 12.301 through 21.322;
- D. CITY desires that MTS regulate taxicabs and other for-hire vehicles and services such as charter vehicles, sight-seeing vehicles, nonemergency medical vehicles, and jitney vehicles pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services Within the City and County";
- E. CITY and MTS entered into an agreement for the period of July 1, 1990, through June 30, 1995; a first amendment to that agreement for the period of July 1, 1995, through June 30, 1998; a second amendment to that agreement for the period of July 1, 1998, through June 30, 2003; a third amendment to that agreement for the period of July 1, 2003, through June 30, 2008; a fourth amendment to that agreement for the period of July 1, 2008, through June 30, 2013; a fifth amendment to that agreement for the period of July 1, 2013, through June 30, 2014; a sixth amendment to that agreement for the period of July 1, 2014 through June 30, 2019;
- A. CITY and MTS now desire to enter into an agreement to extend the period from July 1, 2019 through June 30, 2024.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

1. MTS will administer and enforce its taxicab and other for-hire vehicles Ordinance policies and regulations as in effect on July 1, 2019, and as thereafter from time to time amended by MTS, and thereby regulate such taxicab and other for-hire vehicles and transportation services rendered wholly within the CITY's corporate limits during the period of

July 1, 2019 through June 30, 2024, pursuant to PUC Section 120266 and in accordance with MTS Ordinance No. 11.

2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Taxicab and Other For-Hire Vehicles Ordinance No. 11 policies, and regulations.

3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of taxicab and other for-hire vehicles regulation and to provide for reimbursable staff and legal support services.


4. This Agreement shall be effective upon execution by the City and MTS and shall continue until written notice of termination. This Agreement may be terminated at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this seventh amendment to the agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. 026-2019, and by MTS acting through its Chief Executive Officer.

Dated this 1<sup>st</sup> day of July, 2019.

CITY OF SANTEE

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of the General Counsel

Date: 4/29/19  
\_\_\_\_\_

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

Attest: \_\_\_\_\_

**RESOLUTION NO. 026-2019**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTEE, CALIFORNIA,  
AUTHORIZING THE SEVENTH AMENDMENT TO THE AGREEMENT BETWEEN THE  
METROPOLITAN TRANSIT SYSTEM (MTS) AND THE CITY OF SANTEE FOR  
ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS  
(PARATRANSIT REGULATIONS)**

**WHEREAS**, Public Utilities Code Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC) authorizes the San Diego Metropolitan Transit System (MTS) to enter into contracts to regulate transportation services within a city in its area of jurisdiction; and

**WHEREAS**, the City of Santee ("City") is within MTS's jurisdiction created January 1, 1976, under Section 120050, et seq., Chapter 2, Division 11 of the PUC; and

**WHEREAS**, MTS has adopted Ordinance No. 11, "An Ordinance Providing For the Licensing and Regulating of Transportation Services within the City", and Implementing Policies and Regulations for the administration of paratransit regulations; and

**WHEREAS**, adoption of an agreement in accordance with MTS Ordinance 11 provides for the implementation of consistent policies and regulations pertaining to paratransit vehicle and services throughout the San Diego County region; and

**WHEREAS**, the City and MTS entered into an Agreement for Administration of Paratransit Regulations for the period of July 1, 1990, through June 30, 1995 ("Agreement"), and the Agreement has been amended six times to extend the term, which is currently set to expire on June 30, 2019; and

**WHEREAS**, the City desires to amend the Agreement allowing MTS to continue to exercise its paratransit regulatory authority through June 30, 2024.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Santee, California, hereby approves the Seventh Amendment to the Agreement for Administration of Taxicab and other For-Hire Vehicles Regulations (Paratransit Regulations) for the period July 1, 2019 through June 30, 2024.

**BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to execute the Agreement on behalf of the City of Santee.

**ADOPTED** by the City Council of the City of Santee, California, at a Regular Meeting thereof held this 24<sup>th</sup> day of April, 2019, by the following roll call vote to wit:

**AYES:** HALL, HOULAHAN, KOVAL, MCNELIS


**NOES:** NONE

**ABSENT:** MINTO

**APPROVED:**

  
STEPHEN HOULAHAN, VICE MAYOR

**ATTEST:**

  
ANNETTE ORTIZ, MBA, CMC, CITY CLERK





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 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

PROPOSED REVISIONS TO POLICY NO. 22, "RULES OF PROCEDURE FOR THE  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) BOARD OF DIRECTORS"

#### RECOMMENDATION:

That the Board of Directors approve the proposed revisions to MTS Policy No. 22, "Rules of Procedure for the San Diego Metropolitan Transit System (MTS) Board of Directors" related to the Audit Oversight Committee (Section 22.9).

#### Budget Impact

None.

#### DISCUSSION:

These minor revisions pertain to section 22.9 of Board Policy 22, which delineates the structure, role, and procedures of the Audit Oversight Committee (AOC).

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. MTS Board Policy No. 22





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

## Policies and Procedures

No. 22

Board Approval: 11/9/17/6/13/19

### SUBJECT:

RULES OF PROCEDURE FOR THE SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM (MTS) BOARD OF DIRECTORS

### PURPOSE:

To define and clarify Board Rules of Procedure and incorporate them in Board Policy.

### BACKGROUND:

In 1977, the Board adopted Rules of Procedure by resolution and from time to time amendments have been adopted. The Rules shall be contained in Board Policy for ease of reference and periodic updating. The Board is established and governed by the Mills-Deddeh Transit Development Act, set forth in the Sections 120000 through 120702 of the California Public Utilities Code ("MTS Enabling Legislation"). Section 120101 requires to the Board to "establish rules for its proceedings." In the event the rules of procedure set forth herein conflict with the MTS Enabling Legislation, or other applicable law, the applicable law shall supersede these rules.

#### 22.1 Membership and Organization

22.1.1 Membership in this Board is established by Sections 120050 through 120051.6 of the MTS Enabling Legislation.

22.1.2 The Board consists of 15 members selected as follows:

- a. One member of the County of San Diego Board of Supervisors appointed by the Board of Supervisors.
- b. Four members of the City Council of the City of San Diego, one of whom shall be the mayor, appointed by the City Council.
- c. One member of each city council appointed individually by the City Councils of the Cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, and Santee.

- d. Two members of the City Council of the City of Chula Vista, one of whom shall be the mayor, appointed by the City Council.
- e. The chairperson of the board shall be selected from the board membership by a two-thirds vote of the board, a quorum being present. The chairperson shall serve for a term of two years, except that he or she is subject to removal at any time by a two-thirds vote of the board, a quorum being present.

22.1.3 [RESERVED]

22.1.4 Alternate members of the Board shall be appointed as follows:

- a. The County of San Diego Board of Supervisors shall appoint as its alternate member a county supervisor not already appointed as the primary board member under Section 22.1.2(a), who represents one of the two supervisorial districts within MTS's jurisdiction with the greatest percentage of its area within the incorporated area of the County of San Diego.
- b. The City Councils of the Cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego and Santee shall each individually appoint a member of their respective city councils not already appointed as a primary board member to serve as an alternate member for each member of the city on the board.
- c. At its discretion, a city council or the county board of supervisors may appoint a second alternate member to serve on the board in the event that neither a member nor the alternate member is able to attend a meeting of the board.

22.1.5 This Board shall exercise all powers authorized by the laws of the State of California.

22.1.6 Only the duly selected official representative, or in his or her absence his or her duly selected alternate, shall be entitled to represent a member agency in the deliberations of the Board.

22.1.7 Names of the official representatives and alternates shall be communicated in writing to the Board by each participating member agency and shall thereafter be annually communicated or reaffirmed prior to the February meeting of the Board and at such other times as changes in representation are made by member agencies.

- 22.1.8 The Board shall have the authority to appoint committees or subcommittees and may provide for the appointment of alternates to these committees or subcommittees.
- 22.1.9 Standing committees shall be appointed by the Board as may be required to carry out general and continuing functions and shall be abolished only upon specific action by the Board.
- 22.1.10 Ad hoc specialized subcommittees may be appointed by the Board as the need arises to accomplish specific tasks. Upon completion of its assignment, each ad hoc subcommittee shall disband.
- 22.1.11 Board members serving on such subcommittees shall be compensated as provided by Board ordinance. The Chief Executive Officer is authorized to enter into agreements to compensate individuals who were Board members at the time of their appointments to such subcommittees and who continue to serve on such subcommittees after their terms of office as Board members, subject to the same limitations as exist for compensation of Board members, and subject to replacement by the Board.

## 22.2 Meetings

- 22.2.1 On or before the first regular meeting of the Board in December of each year, the Board shall adopt a schedule of its meetings by date, time, and location for the coming year. The schedule of the meetings shall be published in the local newspaper of general circulation prior to the next regular meeting. The schedule of meetings shall also be published on the MTS website and posted at the MTS Executive Offices.
- 22.2.2 The Board may, when necessary, change the time and place of regular meetings. Notice of such change shall be posted pursuant to the Ralph M. Brown Act.
- 22.2.3 The Clerk of the Board shall forward written notice of the annual schedule of regular meetings and any changes thereto stating the dates, times, and locations to each member's agency and to the respective members and alternates of the Board and the standing committees.
- 22.2.4 Special meetings may be called and noticed under the provisions of the Ralph M. Brown Act as applicable and, specifically, Section 54956 of the California Government Code. The call and notice shall be posted in an area accessible to the public at least 24 hours prior to the meeting.

Special meetings normally shall be called by a majority of the Board or Executive Committee only upon a finding that

extraordinary circumstances require Board action prior to the next scheduled Board meeting, such as to discuss a work stoppage or significant litigation, or that a special meeting is necessary to hold a workshop, a joint meeting with another agency, or for other special purposes at a future date beyond the next Board meeting. The Chair may call such meetings only when such extraordinary circumstances arise after the last Board or Executive Committee meeting and Board action is required prior to the next regularly scheduled Board or Executive Committee meeting.

- 22.2.5 A majority of the members of the Board shall constitute a quorum for the transaction of business, and all official acts of the Board shall require the affirmative vote of a majority of the members of the Board present.
  - a. After a vote of the members is taken, a weighted vote may be called by the members of any two jurisdictions in accordance with Section 120102.5 of the MTS Enabling Legislation and MTS Board Policy No. 27 (Weighted Vote).
- 22.2.6 Parliamentary procedure at all meetings shall be governed by Robert's Rules of Order Newly Revised except as otherwise modified herein.
- 22.2.7 Prior to each regular meeting, the Clerk of the Board shall forward a copy of the agenda to each member in accordance with the schedule adopted by the Board. The agendas shall also be mailed to each person or entity previously requesting such in writing. The Clerk shall post the agenda in an area accessible to the public at least 72 hours before the meeting in accordance with the Ralph M. Brown Act. Agenda materials shall be available as public record in accordance with the Ralph M. Brown Act and, specifically, Section 54957.5 of the California Government Code.
- 22.2.8 The Board may take action on items of business not appearing on the posted agenda in accordance with the Ralph M. Brown Act.
- 22.2.9 Requests for Board action may be initiated by any member of the Board or any staff officer.
- 22.2.10 Communication requests may be initiated by an individual and submitted to the Clerk by letter or on forms provided by the Clerk and must state the subject matter and the action which the writer wishes the Board to take. The Clerk shall review all communication requests so received and shall list them on the Board's docket under those items which the Clerk deems to be proper areas of discussion or action by the Board. When a Communications item is listed on the docket, it is not debatable and must be referred to an appropriate committee, other public agency, or to staff to prepare a report or response.

- 22.2.11 Any permanent rule of the Board as set forth herein and unless otherwise established by law may be suspended temporarily by a two-thirds vote of the members present.

22.3 Amendments

- 22.3.1 The Board shall be responsible for making all amendments to these rules.
- 22.3.2 Proposed amendments may be originated by the Board, or any member of such, or by the Chief Executive Officer.
- 22.3.3 Each proposed amendment shall be considered by the Board and a copy thereof forwarded by the Clerk of the Board to the official representative of each member agency.

22.4 Ordinances

- 22.4.1 Every ordinance shall be signed by the Chairperson of the Board and attested by the Clerk of the Board.
- 22.4.2 On the passage of all ordinances, the votes of the several members of the Board shall be entered on the minutes.
- 22.4.3 Ordinances shall not be passed at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed at a special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Board members present, all ordinances shall be read in full either at the time of introduction or passage. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section.
- 22.4.4 Consistent with Section 120109 of the MTS Enabling Legislation, the Clerk of the Board shall cause a proposed ordinance or proposed amendment to an ordinance, and any ordinance adopted by the Board, to be published at least once, in a newspaper of general circulation published and circulated in the Board's area of jurisdiction.
- 22.4.5 The publication of an ordinance, as required by subdivision 22.4.4, may be satisfied by either of the following actions:
- a. The Board may publish a summary of a proposed ordinance or proposed amendment to an ordinance. The summary shall be prepared by the Clerk of the Board and General Counsel. The summary shall be published and a certified copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the

Clerk of the Board at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, the Board shall publish a summary of the ordinance or amendment with the names of those Board members voting for and against the ordinance or amendment, and the Clerk of the Board shall post in the office of the clerk a certified copy of the full text of the adopted ordinance or amendment along with the names of those Board members voting for and against the ordinance or amendment.

- b. If the person designated by the Board determines that it is not feasible to prepare a fair and adequate summary of the proposed ordinance or amendment, and if the Board so orders, a display advertisement of at least one-quarter of a page in a newspaper of general circulation in the Board's area of jurisdiction shall be published at least five (5) days prior to the Board meeting at which the proposed ordinance or amendment is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter of a page shall be published. The advertisement shall indicate the general nature of, and provide information regarding, the adopted ordinance or amendment, including information sufficient to enable the public to obtain copy of the complete text of the ordinance or amendment and the name of those Board members voting for and against the ordinance amendment.

22.4.6 Ordinances shall take effect thirty days after their final passage. An ordinance takes effect immediately, if it is an ordinance for the immediate preservation of the public peace, health, or safety, containing a declaration of the facts constituting the urgency and is passed by a four-fifths vote of the Board.

## 22.5 Public Comment

22.5.1 At a public hearing of the Board, persons wishing to provide comment and testimony shall be permitted to address the Board after submitting a written request to speak to the Clerk identifying the person and the subject agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.2 Persons wishing to comment on agenda items other than a public hearing must submit a written request to speak in advance to the Clerk identifying the person and the subject agenda item. Comments must be limited to issues relevant to the particular agenda item. The Chairperson may limit the time for each presentation and may permit additional time to speakers

representing a group of individuals or organizations to avoid duplicative testimony. Ordinarily, each speaker will be allowed no more than three minutes.

22.5.3 Public comment on matters not on the agenda will be permitted on items of interest to the public that are within the subject matter jurisdiction of the Board. Persons wishing to comment must submit a written request in advance to the Clerk identifying the person and subject matter. The Chairperson may limit the time for each speaker. Ordinarily, each speaker will be allowed no more than three minutes.

## 22.6 Chairperson

Prior to the expiration of a Chairperson's term, the Executive Committee shall make a recommendation to the Board on whether to reelect the current Chairperson. In the event that the Board does not reelect a chairperson, or in the event of a vacancy in the position of Chairperson, the Executive Committee shall create an ad hoc nominating committee that shall, by whatever means it deems appropriate, recommend to the Board a candidate or candidates for the position of Chairperson. The Board shall then vote to elect a Chairperson in accordance with Section 22.1.2(e).

## 22.7 Election of Board Officers and Appointments to Committees

22.7.1 On or before the Board's first meeting in November, the Board shall appoint less than a quorum of members to an Ad Hoc Nominating Committee. The Ad Hoc Nominating Committee shall review the list of MTS committees and make recommendations to the Board with respect to the appointment of members of the Board or former Board members to serve on each MTS committee.

22.7.2 The Ad Hoc Nominating Committee shall also review the list of outside boards and/or committees and make recommendations to the Board with respect to the appointment of members of the Board to represent MTS on each outside board or committee.

22.7.3 The Ad Hoc Nominating Committee shall also make a recommendation to the Board with respect to the appointment of the Vice Chairperson and the Chair Pro Tem and any other board officers.

22.7.4 The Ad Hoc Nominating Committee shall forward its recommendations for appointments of officers and committee members on or before the first Board meeting in January.

22.7.5 At its first meeting in January, the Board shall elect a Vice Chairperson and a Chair Pro Tem from amongst its members. The Vice Chairperson shall preside in the absence of the Chairperson. In the event of the absence or inability to act by the



Chairperson and Vice Chairperson, the Chair Pro Tem shall preside.

22.7.6 The Board shall then vote on the recommendations made by the Ad Hoc Nominating Committee with respect to all other committee appointments.

22.7.7 In the event that a Board member vacates his or her position on the Board, at the next meeting, the Chairperson shall take nominations from the floor to fill any opening in any Committee positions vacated by that Board member.

22.8 Executive Committee

22.8.1 The Executive Committee of the Board shall consist of the Chairperson, the Vice Chairperson (if he or she is not already a voting member), a member from the County of San Diego, a member from the City of San Diego, the Transportation Committee Representative (if he or she is not already a voting member), one member who represents the cities of Chula Vista, National City, Coronado, and Imperial Beach (the "South Bay Cities' representative"), and one member who represents the cities of Lemon Grove, La Mesa, El Cajon, Poway, and Santee (the "East County Cities' representative"). The South Bay Cities' representative and the East County Cities' representative shall serve as members of the Executive Committee for a term of two years each. The terms of these two members shall be staggered so as to avoid replacement of both members at the same time.

22.8.2 The East County and South Bay representatives shall serve in the following order:

East County: El Cajon, La Mesa, Lemon Grove, Santee, Poway—each serving a two-year term.

South Bay: Chula Vista, Coronado, Imperial Beach, National City—each serving a two-year term.

After each member has served as either the East County or South Bay representative, the rotation schedule shall repeat.

22.8.3 The alternates to the Executive Committee members shall be as follows:

22.8.3.1 The alternate for the County of San Diego shall be the alternate appointed by the County of San Diego to serve as the alternate for the Board.

2.8.3.2 The alternate for the City of San Diego shall be selected by the City of San Diego from amongst the three remaining City of San Diego Board members.

2.8.3.3 The alternates for the East County Cities' and the South Bay Cities' representatives shall be the representative from the city that is next in the rotation order set forth in section 22.8.2 above (for example, if the City of El Cajon is currently the primary Executive Committee member, then the City of La Mesa member shall be the alternate Executive Committee member). Alternates shall be appointed for a term of two years or such lesser term as necessary to coincide with the term of the member for whom the alternate is appointed.

22.8.4 The Vice Chairperson shall attend each Executive Committee meeting as a voting member. The Vice Chairperson shall serve as the alternate to the Chairperson in his or her absence and as a second alternate at large for any of the Executive Committee representatives and shall be a voting member when serving in this capacity.

22.8.5 At its first meeting in January, the Board shall vote on the Ad Hoc Nominating Committee's recommendation for the representative and alternate to the San Diego Association of Governments (SANDAG) Transportation Committee to serve for a term of one year. In the event that the Board votes to appoint a member of the Board who does not serve on the Executive Committee, then the appointed SANDAG Transportation Committee representative, or the alternate in his or her absence, shall attend the Executive Committee meetings as a voting member.

22.8.6 The primary purpose of the Executive Committee shall be to review and recommend consent items for the agenda of the next MTS Board of Directors meeting; add or delete items as appropriate; and provide input and direction on emerging policies, plans, and issues, in advance, for Board consideration. The Executive Committee shall have the authority to create ad hoc subcommittees for purposes of carrying out its duties and responsibilities.

22.8.7 Three members shall constitute a quorum of the Executive Committee, and a majority vote of the members present shall be required to approve any item. In the absence of a quorum, the Chairperson may review and recommend consent items for the agenda, establish the order of items, and add or delete items.

22.8.8 The Executive Committee shall adopt operating procedures as are necessary for the conduct of its business.

## 22.9 Audit Oversight Committee

- 22.9.1 The Audit Oversight Committee shall be comprised of the same members that make up the Executive Committee and such other individuals as the Board may appoint at the first MTS Board meeting each calendar year. ~~The Chairperson of the Audit Oversight Committee shall be a voting member. The Chairperson of the Audit Oversight Committee shall not be the member who serves as the Executive Committee Chairperson.~~ The Board may also appoint individuals who are not members of the Board to serve as non-voting advisory members to the Audit Oversight Committee
- 22.9.2 No additional compensation shall be paid to the members of the Audit Oversight Committee unless a meeting takes place on a day other than a regularly scheduled MTS Board meeting or MTS Executive Committee meeting. Compensation shall be paid to any additional voting members who are appointed to serve on the Audit Oversight Committee. No compensation shall be paid to any non-voting advisory member appointed by the MTS Board.
- 22.9.3 The primary duties and responsibilities of the Audit Oversight Committee shall be to ensure that management is maintaining a comprehensive framework of internal control, to ensure that management's financial reporting practices are assessed objectively, and to determine to its own satisfaction that the financial statements are properly audited and that any problems uncovered in the course of the audit are properly reported and resolved.
- 22.9.4 The Audit Oversight Committee shall:
- a. Review the scope of the annual financial statement audit and any other audits the committee feels are appropriate. The financial statement or CAFR audit should be conducted by an external, independent, public accounting firm experienced in municipal financial audits (external auditor).
  - b. Review the purpose and scope of any nonaudit services to be performed by the external auditor.
  - c. Oversee the procurement of the external auditor and any related advisory services with final approval by the Board.
  - d. Oversee the preparation of annual financial statements, the annual financial reporting process, internal controls, and the external auditor using an appropriate degree of professional skepticism.
  - e. Assess the performance of the external auditor.

- f. Provide a forum for internal auditor(s) to report findings during committee meetings. Internal auditor(s) are MTS employee(s) who report to management and primarily perform operational and compliance audits. In unusual circumstances involving significant fraud, waste, or abuse, the internal auditors must contact the Chairperson of the ~~Executive Committee~~ Audit Oversight Committee and the ~~Chairperson of the Audit Oversight Committee~~.
- g. Establish a procedure for receipt, retention, and treatment of complaints regarding accounting, internal controls, or auditing matters.

#### 22.9.5

The Audit Oversight Committee shall perform the following tasks each year and, to the extent possible, adhere to this timetable:

- a. ~~In June~~ Prior to the fiscal year end, review the independent audit engagement letter.
- b. ~~Prior to the fiscal year end~~ In March or April, establish a plan for review of the audits with external auditor.
- c. ~~In September, receive report on the status of any audit(s).~~
- d. In October or November, review a draft of the Comprehensive Annual Financial Report ~~receive a report on the preliminary audit findings and review and/or amend the list of audit questions in Section 22.9.6 as appropriate.~~
- e. ~~In December, receive a report and provide feedback on financial and compliance statements to Board, and provide the annual report to the Board on the committee's activities, including asking the questions listed in Section 22.9.6, as modified by the Audit Oversight Committee pursuant to Section 22.9.5(d).~~
- f. ~~In March~~ Prior to the fiscal year end, review the management letter and management's response to the letter from the previous year.

#### 22.9.6

At a minimum, and no later than the ~~final~~ MTS Board meeting for the CAFR final adoption ~~meeting~~, the Audit Oversight Committee shall publically ask the following questions of MTS management and/or the external auditors:

- a. What is the name of the audit firm performing the audit, and how long has such firm been under contract to perform such audits?

- b. Was the audit performed in accordance with generally accepted auditing standards and generally accepted government auditing standards? If not, why?
- c. Has the external auditor prepared an unqualified opinion regarding the financial statements? If not, what type of opinion was issued and why?
- d. Did the external auditor issue a management letter?
- e. Did the external auditor find any nonmaterial weaknesses or reportable conditions?
- f. How did the external audit firm maintain its independence during the course of the audit?
- g. Describe, in general, the audit procedures performed.
- h. Were any new accounting principles adopted? If so, what was their effect?
- i. Does the external auditor recommend any changes in the accounting policies used or their application? Did management apply the best accounting principles or merely permitted ones?
- j. Describe any significant accounting adjustments affecting the financial statements (prior year as well as current year).
- k. Did the external auditor encounter any difficulties in dealing with management in performing the audit?
- l. Were there any disagreements with management regarding any accruals, estimates, reserves, or accounting principles?
- m. Did the external auditor have the full cooperation of MTS management and staff?
- n. Assess the quality of the accounting, internal controls, and the competency of staff.
- o. Were there any accounting issues on which the audit firm sought the advice of other audit firms or regulatory bodies?
- p. Are there new pronouncements and/or risks affecting future financial statements which the Audit Oversight Committee should be aware of?

22.9.8 ~~A majority of the members of the Audit Oversight Committee~~~~Three members~~ shall constitute a quorum ~~of the Audit Oversight Committee~~, and a majority vote of the members present shall be required to approve any item. ~~In the absence of a quorum, the Chairperson may review and recommend consent items for the agenda, establish the order of items, and add or delete items.~~

22.9.9 The Audit Oversight Committee shall adopt operating procedures as are necessary for the conduct of its business.

#### 22.10 Board Member Standards of Conduct

22.10.1 The purpose of this policy is to emphasize that each Board member occupies a position of public trust that demands the highest moral and ethical standard of conduct.

22.10.2 This policy shall be supplemental and in addition to the Conflict of Interest Code of the Board and any applicable laws or regulations (including, but not limited to, the Brown Act, Government Code section 1090 and the Political Reform Act) and is not intended to supersede any provisions thereof.

22.10.3 Board members shall not engage in any business or transaction or have a financial or other personal interest, actual, potential, or apparent, which is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of such duties. Such business, transaction, or interest shall constitute a conflict of interest.

22.10.4 No Board member shall engage in any enterprise or activity that shall result in any of the following:

- a. Using the prestige or influence of the Board office for private gain or advantage of the member or another person.
- b. Using time, facilities, equipment, or supplies of the Board for the private gain or advantage of the member or another person.
- c. Using official information not available to the general public for private gain or advantage of the member or another person.
- d. Receiving or accepting money or other consideration from anyone other than the Board for the performance of acts done in the regular course of duty.

- e. Receiving or accepting, directly or indirectly, any gift or favor from any one doing business with the Board under circumstances from which it could reasonably be inferred that such was intended to influence such person in such person's duties or as a reward for official action.
- f. Soliciting any gift or favor in such person's official capacity, either directly or indirectly, when such solicitation might reasonably be inferred as to have a potential effect on such person's duties or decision, or when the individual's position as a Board member would in any way influence the decision of the person being solicited.
- g. Engaging in or accepting private employment or rendering services for private interest, direct or indirect, which may conflict with such person's responsibility or duty, or which, because of that person's position, may influence a decision to the benefit of the organization in which such person has an interest.

22.10.5 If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item, and the Board will make a decision regarding this agenda item during an open session meeting, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. If the Board member has a conflict, he or she may observe, but not participate, in the decision-making process.

22.10.6 If a Board member has an actual, potential, or apparent conflict of interest in the subject of an agenda item to be discussed during a closed session meeting, the Board member shall be disqualified and not present during such discussion so as not to make, participate in making, or in any way attempt to use his or her official position to influence the discussion or decision. In such case, the Board member must recuse himself or herself or, in the case of uncertainty, request a binding determination from the Board's General Counsel. In accordance with the Brown Act, the Board member would be entitled to any information that is publicly reported. The Board member would not, however, be privy to any confidential or privileged information or communications pertaining to the closed session agenda item.

22.10.7 No Board member shall disclose to any person, other than members of the Board and other Board staff designated to handle such confidential matters, the content or substance of any information presented or discussed during a closed session meeting unless the Board authorizes such disclosure by the affirmative vote by a majority of the Board.

- 22.10.8 No Board member may disclose confidential or privileged information or communications to any person other than a Board member, General Counsel to the Board, or other Board staff designated to handle such matters, unless disclosure is mandated by law or the Board authorizes such disclosure by the affirmative vote of a majority of the Board.
- 22.10.9 A Board member shall not be privy to confidential or privileged information or communications concerning threatened, anticipated, or actual litigation affecting the Board where the Board member has an actual, potential, or apparent conflict of interest. In the case of uncertainty as to whether a conflict of interest exists, the Board's General Counsel shall issue a binding determination.
- 22.10.10 No Board member shall represent a position on an issue to be the Board's unless the Board has formally adopted such position at a public meeting.
- 22.10.11 Any violation of this policy shall constitute official misconduct if determined by an affirmative vote of the majority of the Board in an open and public meeting. The Board may elect to censure the Board member and the violation may be subject to criminal and/or civil penalties as provided for by applicable law.

Original Policy approved on 4/5/84.

Policy revised on 1/12/84.

Policy revised on 7/11/85.

Policy revised on 1/8/87.

Policy revised on 1/11/90.

Policy revised on 8/23/90.

Policy revised on 1/10/91.

Policy revised on 3/24/94.

Policy revised on 1/14/99.

Policy revised on 6/14/01.

Policy revised on 1/10/02.

Policy revised on 1/24/02.

Policy revised on 5/8/03.

Policy revised 2/26/04.

Policy revised 1/12/06.

Policy revised 3/9/06.

Policy revised 3/23/06.

Policy revised 6/14/07.

Policy revised 7/19/07.

Policy revised 2/21/08.

Policy revised 12/11/08.

Policy revised 2/12/15.

Policy revised 11/10/16.

Policy revised 11/9/2017, changes effective 1/1/2018.

Policy revised 6/13/2019.





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## Agenda Item No. 8

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

### **Draft for Executive Committee Review Date: 6/6/19**

#### SUBJECT:

CALIFORNIA DEPARTMENT OF TRANSPORTATION PROGRAM OF PROJECTS  
FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5311(f) FUNDING, FISCAL  
YEAR 2019

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 19-4 (Attachment A) authorizing the use of, and application for, \$300,000 of Federal Transit Administration (FTA) Section 5311(f) funds for operating assistance in non-urbanized areas.

#### Budget Impact

If awarded, MTS will receive federal fiscal year 2019 5311(f) funds in the amount of \$300,000 for operating assistance. Based on the maximum 55.33% federal share of eligible expenditures, MTS will be required to provide non-federal matching funds in the amount of \$242,202, or 44.67% of the total project costs.

#### DISCUSSION:

The California Department of Transportation (Caltrans) administers a statewide competitive grant program wherein transit agencies and non-profit organizations are eligible to apply for up to \$300,000 in financial assistance for operations serving areas outside of the federally defined urban boundary. Eligible projects can include existing operations, new services or service expansion. However, projects must be consistent with the state-adopted objectives and meet federal certifications and assurance guidelines. MTS already meets the federal guidelines as an eligible recipient of other federal funds.



MTS uses these funds to operate its rural transit service. MTS uses 5311(f) funding to fund the operation and service of route 894.

Caltrans requires the submission of a resolution by agency Board of Directors authorizing the submission of a grant application and project programming. Staff has also requested the San Diego Associations of Governments (SANDAG) to certify that it will amend the Regional Transportation Improvement Program in the event of a grant award, as per Caltrans requirements.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Resolution No. 19-4

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 19-4

Resolution Authorizing Federal Funding Under FTA Section 5311(f)  
with the California Department of Transportation

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital and operating assistance projects for nonurbanized public transit services under Section 5311(f) of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1); and

WHEREAS, the California Department of Transportation has been designated by the Governor of the State of California to administer Section 5311(f) grants for transportation projects for the general public and for rural transit and intercity bus; and

WHEREAS, San Diego Metropolitan Transit System (MTS) desires to apply for said financial assistance to operate rural transit service in San Diego County; and

WHEREAS, MTS has, to the maximum extent feasible, coordinated and consulted with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that MTS does hereby authorize the Chief Executive Officer, or designated representative, to file and execute any actions necessary on behalf of MTS with the California Department of Transportation to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C 9040.1F and FTA C 9050.1), as amended;

1. The Chief Executive Officer is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

2. The Chief Executive Officer is to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

3. The Chief Executive Officer is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED, by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

---

Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

---

Office of the General Counsel  
San Diego Metropolitan Transit System

Resolution No. 19-4



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## Agenda Item No. 9

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

### **Draft for Executive Committee Review Date: 6/6/19**

#### SUBJECT:

AMENDMENT TO CODIFIED SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)  
FARE ORDINANCE NO.4

#### RECOMMENDATION:

That the Board of Directors approve the revisions to MTS Fare Ordinance No.4 (as described in attachment B) to comply with the San Diego Association of Governments (SANDAG) recently adopted Regional Comprehensive Fare Ordinance revisions generated by the Fare Study (as described in attachment A), and other non-substantive changes.

#### Budget Impact

The Fare Study analysis estimates an annual passenger revenue increase of \$5,200,000 for the approved fare changes by SANDAG.

#### DISCUSSION:

SANDAG is responsible for establishing the Regional Comprehensive Fare Ordinance, and as part of this responsibility periodically performs a Regional Transit Fare Structure Study (Fare Study) in conjunction with the transit operators. The last Fare Study was completed in 2009. The transit operators and SANDAG determined that a new Fare Study should be completed.

SANDAG, NCTD and MTS staffs worked together to define the goals for the Fare Study. The primary goal of the study was simplification of the fare structure, with caveats that the revised fare structure must be designed to be revenue neutral or revenue positive, and must facilitate fare adjustments in the future. Several different ideas with respect to different fare types were identified for analysis by SANDAG's consultant. Once separate components were modeled, the project team narrowed the proposals to several alternative packages that were analyzed for their impact on ridership and revenue.



These different packages were first presented to the Board for feedback in March 2018. Staffs then worked to consolidate the various packages into one catalog for the San Diego region. MTS staff presented the catalog to the MTS Board in September 2018. The MTS Board requested additional outreach in advance of the official public meetings and advised staff to inform the public of a possible increase to the Regional Day Pass from \$5 to \$6. As a result of the outreach and public comments, some alterations were made to the proposed fare changes.

Staff presented the final draft of proposed fare changes to the MTS Board in December 2018. The MTS Board of Directors recommended that SANDAG adopt the Regional Comprehensive Fare Ordinance revisions generated by the Fare Study (as described in attachment A). The proposed fare changes were approved and enacted in the Regional Comprehensive Fare Ordinance by the SANDAG Board of Directors on February 8, 2019 (see attachment A). At the same time, the SANDAG Board approved changes to the TransNet Ordinance required to implement the changes.

SANDAG is the government agency with authority to implement fare changes for MTS and NCTD. The MTS Board does not have authority to undo the SANDAG approved changes. MTS has a separate fare ordinance (Ordinance No. 4) that duplicates the fare rates set by SANDAG and provides additional guidance on how MTS implements those fares. Today's action would update Ordinance No. 4 to comply with SANDAG's new Regional Comprehensive Fare Ordinance. Failure to adopt today's changes related to fares could render Ordinance No. 4 invalid and unenforceable. MTS would still be obligated to charge the new rates of fare within a reasonable time after the SANDAG changes.

There are a few changes to Ordinance 4 that are not required by the changes to the Regional Comprehensive Fare Ordinance, but which are non-substantive. These include:

- Under the definition of Senior (section 4.2.A) and Disabled/Medicare (section 4.2.B), removed language that is redundant with the new section 4.8.
- Under the definition of College Student (section 4.2.D) made a change to reflect current practice of accepting equivalent non-unit hours to qualify as a college student.
- Changes are proposed under the definitions of Local Service (section 4.2.I), Urban Service (section 4.2.J) Rapid/Express/Corridor Services (section 4.2.K), Rural Service (section 4.2.M) and Dedicated Transportation Service (section 4.2.U) to better align with industry standards, current MTS practice, and the definitions in the Regional Comprehensive Fare Ordinance.
- Change to the definition of Upgrade (section 4.2.R) is proposed to correct the current process.
- Change to section 4.3.5 -- Children reflects current MTS practice, consistent with the Regional Comprehensive Fare Ordinance.

### **Next Steps**

**While the effective date of the new Ordinance 4 will be July 13, 2019, the fare rates set forth in the SANDAG Regional Comprehensive Fare Ordinance are targeted to go into effect during September 2019.** The new rates could not be implemented immediately upon SANDAG's action because Cubic's Compass Card software and ticket vending machines require reprogramming to reflect the new fare rates. MTS has engaged Cubic to make these changes, which should be completed in August.

Additional fare changes are anticipated to be adopted in time for the introduction of a new fare collection system in 2021. These changes will increase payment flexibility for customers based on the new functionalities of the Next Generation fare collection system.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. SANDAG Comprehensive Fare Ordinance  
B. MTS Codified Ordinance No.4 – Redline Changes  
C. MTS Codified Ordinance No. 4 – Final Format  
D. Summary of Approved Fare Changes

**ATTACHMENTS A – C  
WILL BE PROVIDED WITH  
BOARD MATERIALS**



## Summary of Approved Fare Changes

### Single Ride

- MTS Bus
  - Adult and Youth would increase from \$2.25 to \$2.50
  - Senior/Disabled/Medicare would increase from \$1.10 to \$1.25
- MTS Rural
  - Adult and Youth Rural two-zone currently (\$5-\$10), would blend to an \$8 flat fare
  - Senior/Disabled/Medicare two-zone currently (\$2.50-\$5), would blend to a \$4 flat fare
- NCTD Breeze/Sprinter
  - Would increase to \$2.50 for Adult/Youth and \$1.25 for SDM, in parallel with MTS
- NCTD Coaster
  - Zone 1 would increase for Adult from \$4 to \$5, SDM/Youth would increase from \$2 to \$2.50
  - Zone 2 would increase for Adult from \$5 to \$5.75, SDM/Youth would increase from \$2.50 to \$2.75
  - Zone 3 would increase for Adult from \$5.50 to \$6.50, SDM/Youth would increase from \$2.75 to \$3.25
- MTS Access
  - Would increase from \$4.50 to \$5
- NCTD Lift
  - Would increase from \$3.50 to \$5

### Day and Monthly Passes

- Regional 1-Day Pass (Modes: MTS Bus, Trolley, Rapid, NCTD Breeze/Sprinter)
  - Adult 1-Day Pass would increase from \$5 to \$6
  - **NEW: Introduction of SDM and Youth 1-Day Pass at \$3**
- Regional 30-Day/Monthly Pass (Modes: MTS Bus, Trolley, Rapid, NCTD Breeze/Sprinter)
  - Adult would remain at \$72
  - SDM would increase from \$18 to \$23
  - Youth would decrease from \$36 to \$23
  - Both SDM and Youth would receive a 68% discount

- Premium Regional 1-Day Pass (Includes Regional Pass Modes and MTS Rapid Express and NCTD Flex, except Flex 372 and Coaster)
  - Adult 1-Day-\$12
  - **NEW: Introduction of SDM and Youth Premium Regional 1-Day Pass at \$6**
- Premium Regional 30-Day/Monthly Pass (Includes Regional Pass Modes, MTS Rapid Express, MTS Rural and NCTD Flex, except Flex 372 and Coaster)
  - Adult would remain at \$100
  - SDM would increase from \$25 to \$32
  - Youth would decrease from \$50 to \$32
  - Both SDM and Youth would receive a 68% discount
- NCTD Coaster Regional 1-Day Pass (Rapid Express + all Coaster zones)
  - **NEW: Introduction of Adult 1-Day Pass at \$15**
  - **NEW: Introduction of SDM and Youth 1-Day Pass at \$7.50**
- NCTD Coaster Regional 30-Day/Monthly Pass
  - Adult 1 Zone-\$140
  - Adult 2 Zone-\$161
  - Adult 3 Zone-\$182
  - SDM and Youth-\$58 flat fare

## Simplification

- Elimination of 2,3,4 and 14-day passes
- Elimination of Trolley transfers to align with bus policy
- Elimination of Sprinter/Breeze 30-Day/Monthly Pass (Will now be \$72 to include service on the MTS bus and Trolley)

## Other Policy Changes

- Increasing the minimum age for senior discounts from 60 to 65 years (seniors 60 or older prior to the effective date will remain eligible for reduced fares)



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## Agenda Item No. 10

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

### **Draft for Executive Committee Review Date 6/6/19**

#### SUBJECT:

FISCAL YEAR 2020 TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM

#### RECOMMENDATION:

That the MTS Board of Directors adopt Resolution Nos. 19-5 (Attachment A), 19-6 (Attachment B), and 19-7 (Attachment C) approving fiscal year (FY) 2020 TDA Article 4.0, 4.5, and 8.0 claims allocating \$100,576,245 in TDA revenues for MTS.

#### Budget Impact

The FY 2020 TDA claims would result in the approval of \$100,576,245 in TDA funds for MTS to be utilized in the FY 2020 operating and capital budgets.

#### DISCUSSION:

TDA provides one-quarter percent of the state sales tax for operating and capital support of public transportation systems and non-motorized transportation projects. The San Diego Association of Governments (SANDAG), as the designated Regional Transportation Planning Agency, is responsible for the allocation of TDA funds to the regional cities, the County, and transit operators. At its February 22, 2019 meeting, the SANDAG Board of Directors approved the San Diego County Auditor's regional estimate of \$152,811,596 for the fiscal year 2020 TDA apportionment.

A Master Memorandum of Understanding (MOU) exists between SANDAG, MTS, and the North County Transit District (NCTD) with respect to the functions and responsibilities transferred to SANDAG as a result of Senate Bill 1703 (Peace, 2003). Pursuant to the MOU, both transit agencies transfer TDA funding to SANDAG annually to pay for the administrative and planning functions that transferred to SANDAG as a result of the consolidation. The MOU is updated as circumstances change. For fiscal year 2020, \$1,967,842 in funding will remain with SANDAG for transferred administrative and planning functions.



TDA allocations are authorized under four separate articles of the law. Article 4 funds are used to provide general public transit services. Article 4.5 funds are designated for community transit services, and pursuant to SANDAG Board Policy No. 027, are allocated within the San Diego region to support paratransit services required by the Americans with Disabilities Act (ADA). Article 8 funds support specialized services such as express bus and ferry services.

A total of \$100,576,245 is estimated to be allocated to MTS for FY 2020. This includes \$94,750,832 in TDA Article 4.0 claims, \$57,679,594 of which will fund operating activities, and the remaining \$37,071,238 will fund the Capital Improvement Program (CIP); \$5,041,994 in Article 4.5 claims to fund the MTS Access Paratransit services; and \$783,419 in Article 8.0 claims to fund the ferry/commuter express services.

Therefore, staff recommends that the MTS Board of Directors adopt Resolution Nos. 19-5 (Attachment A), 19-6 (Attachment B), and 19-7 (Attachment C) approving fiscal year (FY) 2020 TDA Article 4.0, 4.5, and 8.0 claims allocating \$100,576,245 in TDA revenues for MTS.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Resolution No. 19-5  
B. Resolution No. 19-6  
C. Resolution No. 19-7

# **San Diego Metropolitan Transit System Authorizing Resolution**

## **Resolution Number 19-5**

### **Resolution Approving Fiscal Year 2020 Transportation Development Act, Article 4.0**

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2020 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2020 TDA Article 4.0 MTS TDA claim of \$94,750,832; \$57,679,594 of the 4.0 TDA claim will be used for operating activities, and the remaining \$37,071,238 will be used to fund capital.

PASSED AND ADOPTED by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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Office of the General Counsel  
San Diego Metropolitan Transit System

# **San Diego Metropolitan Transit System Authorizing Resolution**

## **Resolution Number 19-6**

### **Resolution Approving Fiscal Year 2020 Transportation Development Act, Article 4.5**

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2020 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2020 TDA Article 4.5 MTS TDA claim of \$5,041,994. The allocation will be used to fund the MTS Access Paratransit services.

PASSED AND ADOPTED by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

---

Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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Office of the General Counsel  
San Diego Metropolitan Transit System

# **San Diego Metropolitan Transit System Authorizing Resolution**

## **Resolution Number 19-7**

### **Resolution Approving Fiscal Year 2020 Transportation Development Act, Article 8.0**

WHEREAS, effective August 10, 2000, the San Diego Metropolitan Transit System (MTS) area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved the MTS FY 2020 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2020 TDA Article 8.0 MTS TDA claim of \$783,419. The allocation will be used to fund the ferry/commuter express services.

PASSED AND ADOPTED by the Board of Directors this 13th day of June 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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Clerk of the Board  
San Diego Metropolitan Transit System

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Office of the General Counsel  
San Diego Metropolitan Transit System



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## Agenda Item No. 11

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

INSURANCE BROKERAGE AND CONSULTING SERVICES CONTRACT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2231.0-19 in the amount of \$839,475.00 (in substantially the same format as Attachment A) to Alliant Insurance Services, Inc. for insurance brokerage and consulting services effective July 1, 2019.

#### Budget Impact

Funds are budgeted annually and are included in the Risk Management operating budget number 633010-563110 and shall not exceed the total amount of \$839,475.00.

#### DISCUSSION:

The San Diego Metropolitan Transit System requested proposals from qualified contracted brokers to provide Insurance Brokerage and Risk Management Consulting Services. The Scope of Work (Attachment B) for these services is divided into two (2) categories/components as reflected below:

- Insurance Placements & Policy Management
- Risk Management Consulting

A Request for Proposals (RFP) to provide the Insurance Brokerage and Consulting Services was issued on January 3, 2019. The following firms submitted proposals by the February 25, 2019 due date:

1. Alliant insurance Services, Inc.
2. Arthur J. Gallagher Risk Management Services, Inc.





A selection committee consisting of representatives from various MTS departments met and rated the proposals based on the following criteria:

- |    |   |     |
|----|---|-----|
| 1. | Project Experience                        | 25% |
| 2. | Staff Qualifications                      | 25% |
| 3. | Proposed Methodology and Approach to Work | 20% |
| 4. | Cost/Price                                | 30% |

After evaluating the proposals, the committee proposed that Alliant Insurance Services, Inc. be awarded the contract to provide the insurance brokerage and consulting services as outlined in the RFP Scope of Work. Services are recommended to commence on July 1, 2019. The contract would be awarded for five (5) years with five (5) 1-year renewal options to be exercised as appropriate.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2231.0-19 to provide Insurance Brokerage and Consulting Services in the amount of \$839,475.00 for five (5) years with five (5) 1-year renewal options.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft MTS Doc. No. G2231.0-19  
B. Scope of Work

**DRAFT**  
STANDARD SERVICES AGREEMENT

G2231.0-19  
CONTRACT NUMBER

FILE NUMBER(S)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: Alliant Insurance Services, Inc. Address: 100 Pine Street, 11<sup>th</sup> Floor

Form of Business: Corporation San Francisco, CA 94111  
(Corporation, partnership, sole proprietor, etc.)

Telephone: 415-403-1421

Authorized person to sign contracts: Dennis Mulqueeney Sr. Vice President  
Name Title

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

Provide Insurance Brokerage and Consultation Services as specified in the Scope of Work (attached as Exhibit A), in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit B, Alliant's Proposal (attached as Exhibit C) and signed MTS forms – Alliant's (attached as Exhibit D).

The base contract will be effective for a five (5) year period of July 1, 2019, through June 30, 2024, with an option to extend five (5) 1-years (July 1, 2024 to June 30, 2029) renewal options at the sole discretion of MTS.

The base contract cost will not exceed \$839,475 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: _____

## **B.1 SCOPE OF WORK FOR SERVICES**

### **B.1.1 GENERAL**

The San Diego Metropolitan Transit System, (hereinafter referred to as “MTS”), is seeking proposals from a qualified contracted broker (hereinafter referred to as “Broker”) to provide Insurance Brokerage and Risk Management Consulting Services. The Scope of Work for these services is divided into three (3) categories/components as reflected below:

- I Insurance Placements & Policy Management
- II Risk Management Consulting

It is MTS’s intent to select a broker for insurance and risk management consulting services to carry out the following tasks:

### **B.1.2 CATEGORY I – INSURANCE PLACEMENTS**

1. Obtain insurance coverage and premium quotations for MTS and its subsidiary agencies. Upon approval by MTS, procure insurance from acceptable worldwide markets. Prepare coverage with financially sound and stable carriers. Obtain and retain favorable pricing.
2. Provide all professional services necessary to obtain recommended and approved types and limits of insurance for MTS and others that may require additional insured status under agreements entered into by MTS.
3. Make coverage recommendations in terms of carriers’ capacity, risk exposures, policy terms, policy conditions, claims handling capability, and pricing.
4. Recommend deductible and self-insurance retention programs or alternatives to traditional insurance where appropriate.
5. Assist in negotiating changes to insurance policy language with underwriters as needed, document any negotiated changes, and review actual policies once obtained to ensure that negotiated provisions are included and correctly worded.
6. Develop specifications and market coverages as required within sixty (60) to ninety (90) days of renewal; also, present renewal options to the MTS Risk Management staff and on rare occasions to the MTS Board of Directors as required.
7. Bind, place, and invoice coverage promptly; send insurance binders/summaries of coverage upon the effective date of coverage. Strive to deliver full insurance policies within sixty (60) days of coverage going into effect.
8. Provide annual report which contains Broker’s recommendations as to procuring the most cost effective insurance programs with adequate coverage limits and a discussion of marketplace changes and any known future concerns.
9. Monitor contract insurance requirements along with the coverage documentation provided in compliance of those contracts by sub-contracting MTS’s certificate of

insurance tracking to a third party vendor. Notify MTS about any contracts that are out of compliance with the insurance terms.

10. As requested, review MTS's standard form contracts and agreements, including leases and tenders, to provide advice on insurance and indemnity issues.
11. Provide specific advice on insurance and indemnity provisions, and other risk management strategies as requested on various MTS contracts.
12. Assist in the decision of claims reporting and coordination of identified claims. Place appropriate carriers on notice of claims, incidents or events as required.
13. Designate a service team that will be available at any time upon reasonable notice on all matters relating to the various tasks in this Scope of Work. Any replacement of the team leader would be subject to MTS review and approval. Broker should notify MTS promptly of any service account team member changes.
14. Assist in the annual development of insurance policy information and policy application submission with MTS staff.
15. Utilize standard and follow-form policies where requirements are not unique and there are benefits to doing so.
16. Where advantageous, author a manuscript form to meet the specific needs of MTS as opposed to trying to conform those needs to standard policy forms. Design all insurance programs and policies to provide required coverage at optimum cost.
17. As mutually agreed, initiate marketing of renewal lines of coverage two to three months in advance of expiration, identifying markets of choice and anticipated results.
18. Obtain sample policies from potential carriers and analyze positive and negative provisions; provide summary to MTS of policy language comparisons when more than one policy is available.
19. Notify MTS concerning changes or proposed changes that may affect the status of insurance placements.
20. All fiscal activities should be transparent and fully disclosed as it pertains to the purchase of insurance policies and services. If an owned or affiliated broker is used for part or entire placement, disclose income received and be prepared to verify incomes earned.
21. Preparing and delivering insurance certificates evidencing any insurance coverage provided as part of the services when requested/required; and status review and updates, with additional meetings if required by circumstances.
22. Keep MTS up to date on insurance marketplace conditions.

23. Prepare a forecast in advance (December/January) for the next fiscal year [July 1 through June 30] of insurance premiums and services costs, and provide notice of interim changes when anticipated.
24. Assist in providing detailed analysis of MTS's program exposures and loss experiences, with a view to assisting MTS in determining the most efficient and cost effective risk management and insurance programs.
25. Analyze, design, execute, and adjust MTS's insurance program as changing circumstances arise for MTS.
26. Meet with MTS periodically to discuss issues raised by the insurance program analysis, and other issues as they may arise throughout the year. Telephonic meetings are acceptable; however, in person meetings may also be required as appropriate.
27. Submit annual reports to MTS reviewing the overall insurance status of MTS, highlight areas requiring action, and provide an outlook section detailing new developments, upcoming events, or possible future concerns.
28. Retain a third party certificate tracking vendor to closely monitor contractor compliance with the insurance requirements of each specific contract by reviewing certificates, endorsements, and specimen policies. Maintain a computer database of the status of each contract, and provide MTS with periodic updates on contractor compliance.
29. Provide input relating to insurance and/or bonds during the contract drafting stage with third parties in order to identify potentially serious hazards, analyze the hazards, assist in arranging the transfer of risk to third parties as appropriate, and make recommendations as to the coverages/limits to be required by the contracts.
30. Service team should help identify and analyze exposures to accidental loss or damage and assist to develop methods to mitigate the potential of the exposures.

### **Specifications**

#### **I. Services Required**

- a. MTS requires brokerage services for up to a ten (10) year period with a five (5) year base term commencing July 1, 2019, and terminating on June 30, 2024; and then five (5) 1-year Options shall be effective July 1, 2024 through June 30, 2029, exercisable at both MTS's and Broker's discretion. Broker is to represent MTS's interests relating to risk management strategies, including but not limited to, the placement of insurance for the programs and activities described below.
- b. MTS is a public agency. MTS is charged with designing and operating or causing to be operated a multi-modal transit service in the Greater San Diego Area and the City of San Diego. MTS provides some service to communities surrounding its immediate service area. MTS may be expanding service to other communities during the term of this

Agreement, such as the Mid-Coast trolley expansion that is scheduled to begin operating in 2021. MTS's transit services include:

- i. Light rail service provided by San Diego Trolley, Inc. (SDTI), using their respective operating crews, with equipment owned by or leased by MTS, on railway rights of way owned;
  - ii. Bus services operated by San Diego Transit Corp. (SDTC) using its own operators and equipment;
  - iii. Contracted transportation services for fixed route and paratransit services.
- c. Broker Insurance Services include:
- i. A light rail program, including third party personal injury and property damage liability coverage renewable on March 1 each year;
  - ii. A bus fleet program, including third party personal injury and property damage liability coverage for MTS's bus and property damage coverage for damage to MTS's bus fleet, renewable on March 1 each year;
  - iii. A Commercial General Liability program, renewed on March 1 each year;
  - iv. Excess workers' compensation program, renewed on March 1 every year.
  - v. Crime policy that renews in July each year.
  - vi. Pension Fiduciary policy that renews in August each year.
  - vii. Special liability insurance programs for Taxi Administration and Bird Trail functions.
  - viii. Other coverage that may be required as a result of a change in business philosophy, government direction or growth. (For example, MTS currently purchases its property insurance and cyber liability insurance through a joint powers authority relationship with the CSAC-EIA. It could be that during the course of this contract, Broker would be asked to obtain pricing on these lines of coverage and opine whether MTS should continue purchasing it through the EIA or transition to a stand-alone coverage program.)
  - ix. In addition to broker services for the programs described above, the services also include:

- Review of MTS's standard form contracts and agreements, including leases and tenders;
  - Provide advice on indemnity and insurance issues;
  - Specific advice on indemnity and insurance provisions, and other risk management strategies, for major information technology contracts;
  - Ongoing advice on emergent tasks, such as commenting on indemnity and insurance provisions in agreements provided by potential contracting parties;
  - Preparing and delivering insurance certificates evidencing any insurance coverage provided as part of the services when required;
  - Status review meetings as required by circumstances. Said meetings can largely be conducted telephonically.
- d. The services would be provided as part of a detailed report analysis of MTS's program exposures and loss experiences, with the intent to assist MTS in determining the most efficient and cost effective risk management and insurance programs. The report should contain the Broker's recommendation as to the most appropriate strategy to implement in the program year and any subsequent years. Prior to finalizing the report, the Broker should meet with MTS to discuss issues raised by the analysis.
- e. MTS will select a risk management strategy for each of the light rail and bus operations and any other programs that may materialize or renew, with coverage to be implemented by the effective date of each program as established by MTS.
- f. Broker may not be required to comply with MTS's standard procurement policies relative to securing the insurance. However, the method of procurement used by Broker to secure insurance, certificate of insurance tracking and any other risk management services on a sub-contracting basis will be subject to review and audit by MTS. Furthermore, said processes must be competitive, fair and transparent, so that any insurer capable of providing the required insurance has an opportunity to respond.

## II. Payment

MTS desires to pay Broker directly for any services, at the prices set out in the Contract on a flat fee/commission free basis. In other words, quotations from insurers or other risk management providers should be provided on the basis that

no fees, commissions, or other compensation of any nature or kind will be paid by the insurer or other risk management provider to Broker, or charged to MTS. MTS shall have the right to request written confirmation of this requirement from insurers or other risk management providers.

### **III. Schedule**

Proposers must be able to obtain insurance binders for MTS on current policy types and amounts on or before the renewal dates of each policy. Proposals submitted with schedules that cannot meet these deadlines will be disqualified.

### **IV. Special Considerations**

Please see the attached "Fact Sheet" about MTS's services and statistics.

### **V. The San Diego Metropolitan Transit System (MTS) is requesting written proposals to provide insurance broker services (Broker) for MTS's insurance coverage to include, but not be limited to:**

- Commercial Excess General & Auto Liability
- Directors & Officers Liability
- Excess Workers' Compensation Liability
- Pollution Liability
- Cyber Liability \*
- Property \*
- Commercial Crime
- San Diego Transit Corporation Pension Fiduciary
- Special Liability Policy for Taxi Regulatory duties
- Special Liability Policy for Bird Trail in Chula Vista; reimbursable by the Friends of the Department of Fish and Wildlife.
- Three Surety Bonds Presently -- (Subdivision Improvement; Fish & Wildlife Wetlands Mitigation and Notary E&O)

\*\* Property and cyber liability coverage are currently placed through the CSAC-EIA outside of these contractual requirements.

This is a broker selection process, and MTS is not authorizing anyone to approach insurance markets on behalf of MTS. Depending on markets and circumstances, MTS may continue to split broker services per line of coverage.

#### **- Minimum Requirements:**

- Current California insurance broker license issued by the California Department of Insurance.
- Ten (10) years' experience with commercial insurance policies.
- Ten (10) years' experience with working with public entities.



- Preferred experience of any duration working with public transit.

### **B.1.3 CATEGORY II: RISK MANAGEMENT CONSULTING**

#### **1. Service Overview**

The Scope of Work, as may be modified through negotiation and/or by written addendum, will be made a part of the Agreement. While the exact nature and extent of the services are subject to negotiations, the minimum professional service requirements are as follows:

- Act as an independent insurance Broker/Consultant to MTS and proactively provide ongoing unbiased professional advice and recommendations as it pertains to MTS's risk exposures and insurance programs.
- Assure that approved policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers.
- Provide service for the insurance policies placed for MTS including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
- Provide early warning of rate and coverage changes or renewal problems through a process to be mutually agreed to with MTS.
- Upon request of MTS, but at least once a year, provide a comprehensive report that reviews all of MTS's insurance programs.
- Be available to answer questions or obtain answers for policy coverage questions.
- Meet with MTS staff and designated representatives as reasonably requested.
- Provide consultation service and written reports as specified, normally expected and/or requested.
- Provide loss control services and assistance with claims as requested by MTS.
- Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives.

#### **2. Policy Review**

Review policies and other documents in detail within fourteen (14) days of receipt to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers to ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to MTS. Obtain revisions needed to achieve compliance with coverage request.

#### **3. Policy Amendments**

Process requests for additions or deletions to policies within five (5) business days of receipt. Provide Follow up with insurer the insurer has handled request. Advise in writing of any changes to insurance policy(ies) within fourteen (14) days.

#### **4. Marketing**

- Monitor expiration dates of policies and provide MTS with written notification at least thirty (30) days prior to expiration, including a description of information needed to process the renewal.
- Develop and implement a marketing strategy, including identifying potential markets, for program renewals.
- Develop underwriting information and assist in gathering and organizing exposure and loss data for renewals of policies placed.
- Work for coverage of exposures, policy form, exclusions, deductibles, self-insured retentions, coordination with other policies, costs and other applicable factors.
- Market renewal coverages for MTS by obtaining timely and competitive quotations from insurers and re-insurers.
- Provide quotations to MTS at least thirty (30) days prior to insurance policy expiration unless otherwise approved by MTS.
- As requested, provide MTS with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.
- Provide quotations for specialized types of insurance, as requested by MTS.

#### **5. Claims**

- Assist MTS staff in the filing of claims as necessary.
- Represent the interests of MTS in policy interpretation and other negotiations with insurance carriers.
- Provide annual summaries by policy year for at least each of the last five years indicating total number of losses and incurred amounts by type for each line of coverage.

#### **6. Certificates of Insurance**

- Issue certificates of insurance within three (3) business days following the date of request.

**7. Contract Review**

Review contracts and lease agreements as requested and notify MTS whether the insurance programs of MTS are in compliance with insurance requirements of contracts and/or agreements.

**8. Legal Compliance**

Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of California.

**9. Conceptual Plan**

The Proposal should address, but is not limited to, the Scope of Work contained. Proposer may submit Proposal(s) for any or all lines of coverage. The Proposal should include the following:

- Describe potential designs of how the insurance program could be structured. Include discussions of risk analysis, design of coverage forms, use of deductibles, self-insured retentions or other alternative risk financing, layering of primary and excess coverage (if applicable), use of manuscript policies, and any services available or to be provided by insurers as part of the insurance placements. Describe how the marketplace would be approached, whether directly or through surplus lines facilities, brokerage firms, foreign brokers, reinsurance intermediaries, etc. Specifically describe involvement in reinsurance or excess insurance arrangements.
- Describe the activities and services that would be provided to MTS as part of the broker/consultant agreement. If available, include descriptions of support that would be provided in such areas as loss control, risk financing, risk analysis and other related services.

- a. Scope of Work

Describe how services will be provided. It is not necessary to address every item; however, Proposer must identify items that will not be provided and include any proposed enhancements.

**B.1.4 INVOICING/PAYMENT**

MTS prefers quarterly invoicing by Broker. MTS will process the payment of each invoice within thirty (30) days of final invoice approval. Payments will not be processed until the current quarterly service period has ended. All invoices must always reference the Purchase Order number and/or Contract number. Consultant shall submit two (2) copies of an itemized invoice along with satisfactory supporting documentation approved by the MTS Project Manager to the following address:

Metropolitan Transit System (MTS)  
Attn: Accounts Payable  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

Payment shall be based on as a fee-for-services with a total not-to-exceed cost for the services described and included in the Scope of Work. The successful Proposer shall be paid fees for services that shall include fixed rates for labor and usual travel and miscellaneous expenses.

Travel and expense related to the scope of work shall be submitted in accordance to MTS Travel and Expense Policy No. 44 following the guidelines for expense reimbursement. A copy of MTS Policy No. 44 is attached to the Sample Standard Services Agreement included with this RFP.

The following information is provided so that Proposers know what insurance MTS currently has in place, and can use the information when preparing a cost estimate. MTS includes wholly owned subsidiaries - SDTC & SDTI:

Type of Coverage	Policy Limit (Approximate)	Premium (Approximate)	SIR/ Deductible	Current Carrier
Excess General Liability	\$75,000,00	\$1.4 Million	\$2 Million	<u>Four Layers:</u> Munich Re; Lloyds of London; Great American Assurance Co.; Allied World Assurance Co.
Workers' Compensation Excess	Statutory	\$225,000	\$1 Million	Arch
Fiduciary	\$2 Million	\$15,700	\$2,500	Hudson
Commercial Crime (MTS, SDTC, SDTI)	\$1 Million	\$12,700	\$2,500	National Union Fire Insurance
Property (MTS)	\$600 Million	\$1.1 Million	\$25,000 All Risk/ \$100,000 Buses \$250,000 LRVs and \$1.5M Bridges and Tunnel	CSAC-EIA
Cyber Liability	\$5 Million	\$11,050	\$100,000	Lloyds of London & XL
Bird Trail General Liability – Paid by Fish & Wildlife Services	\$1 Million	\$1,024	None	Evanston Insurance Co.

Taxi Regulatory Administration Liability Policy	\$2 Million	\$7,600	\$1,00	Great American E&S
2 Surety Bonds Related to Mission Valley East & West Wetlands Mitigation Projects as required by Army Corps of Engineers and Dept. of Fish & Wildlife.	\$25 Million	\$13,545 – Mission Valley West & \$1,500 – Mission Valley East	None	Indemnity Company of CA & Developers Surety & Indemnity Co.
Notary Bond E&O	\$30,000	\$103	None	CNA Surety Co.



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## Agenda Item No. 12

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

### **Draft for Executive Committee Review Date 6/6/19**

#### SUBJECT:

ON-CALL JOB ORDER CONTRACTING (JOC) GENERAL CIVIL CONSTRUCTION  
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. PWG275.0-19 (in substantially the same format as Attachment A) with ABC Construction Co., Inc. (ABC) for on-call civil construction services, in the amount of \$5,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

#### Budget Impact

The contract will be funded by various MTS accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement.

#### DISCUSSION:

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed. The tasks that have been pre-priced by our contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive responsible bidder, MTS staff compares each contractor's proposed adjustment factor.



The JOC contract under consideration includes repair, remodeling, or other repetitive work for general civil and site improvements. This includes, but is not limited to, earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.

On May 21, 2019, MTS issued an Invitation for Bids seeking a contractor to provide JOC general civil construction services with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 20%  
Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 5%  
Item 3: Normal Working Hours Along Railroad Right-of-Way – 50%  
Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 5%  
Item 5: Restricted Work Shift – 20%

On May 21, 2019, three (3) bids were received from Ahrens Mechanical, ABC, and Ramona Paving and Construction Corp. Given the award is made to the bidder with the lowest cumulative adjustment factor over the pre-priced catalogue, MTS determined that ABC was the lowest responsive and responsible bidder.

<b>Contractor</b>	<b>Total Score</b>
<b>ABC</b>	<b>1.1748</b>
<b>Ramona Paving and Construction Corp</b>	<b>1.2383</b>
<b>Ahrens Mechanical</b>	<b>1.2450</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG275.0-19 (in substantially the same format as Attachment A) with ABC for on-call civil construction services, in the amount of \$5,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

Today's action authorizes award of this on call contract to ABC. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under \$100,000 will be approved by the CEO; task orders over \$100,000 will require Board approval).

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWG275.0-19

PWG275.0-19 CONTRACT NUMBER
--------------------------------

**STANDARD CONSTRUCTION AGREEMENT  
FOR  
JOB ORDER CONTRACT GENERAL CIVIL CONSTRUCTION SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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: ABC Construction Company Inc. Address: 3120 National Avenue

Form of Business: Corporation San Diego, CA 92113  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (619) 239-3428

Authorized person to sign contracts: <u>Kenneth Czubernat</u>	President
Name	Title

**The specified Contract Documents are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:**

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the Scope of Work (Exhibit A), Bid Proposal (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), Federal Requirements (Exhibit D) and JOC Special Conditions (Exhibit E).

#### **SCOPE OF WORK**

Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by MTS, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the following public work of improvement:

#### **GENERAL CIVIL CONSTRUCTION SERVICES (JOC)**

Contractor is an independent contractor and not an agent of MTS. The Contractor and its surety shall be liable to MTS for any damages arising as a result of the Contractor's failure to comply with this obligation.

#### **CONTRACT TIME**

This agreement shall be valid for a period of three (3) years. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

#### **CONTRACT PRICE**

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. The Maximum Contract Value is \$5,000,000.00 over three (3) years.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.:



## COMPONENT PARTS OF THE CONTRACT

The "Contract Documents" include the following:

- Invitation for Bids (IFB)
- Information and Instructions for Bidders
- Contractor's Bid Forms
- Bid Bond
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- JOC Special Conditions
- JOC Modifications to the General and Special Conditions
- Federal Requirements (Federal Transit Administration)
- Technical Specifications prepared by Gordian
- Standard Specifications (Excluding sections 1-9 in their entirety)
- Addenda
- Construction Task Catalog©

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

This Contract shall supersede any prior agreement of the parties.

## PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

## INDEMNIFICATION

Contractor shall provide indemnification as set forth in the General Conditions.

## PREVAILING WAGES

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at MTS's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____



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San Diego, CA 92101-7490  
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## Agenda Item No. 13

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

SOLE SOURCE AWARD FOR MOTOROLA APX4500 RADIOS FOR THE REGIONAL  
TRANSIT MANAGEMENT SYSTEM (RTMS) AND RADIO UPGRADE PROJECT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute a Purchase Order (PO) with Motorola Solutions, Inc. (Motorola), in the amount of \$608,762.50, on a sole source basis, for the purchase of 360 APX4500 radios.

#### Budget Impact

Funding for this project would be funded by the RTMS and Radio Site Upgrade Capital Improvement Program (CIP) project number 1007110001. The project is funded by a combination of a Federal Transit Administration Bus and Bus Facilities Program grant and local funds in the amount of \$608,762.50 (inclusive of 7.75% CA sales tax).

#### DISCUSSION:

As part of the current RTMS and Radio Site Upgrade project, the back-office system and vehicle hardware are being replaced with newer equipment for voice and data communications.

The current RTMS, which manages the daily transit operations of buses, is approximately 15 years old and will no longer be supported by Motorola for repairs after September 30, 2019. As a result, the radios will be replaced by the current model (APX4500), which has been used on the recent installations of RTMS in South Bay, East County, and Copley Park Divisions. Using the APX4500 radio for these installations is necessary for operational continuity across all MTS buses that are compatible and consistent with existing equipment.



The pricing provided by Motorola is through the County of San Diego's Regional Communications System (RCS) contract pricing of which MTS is a member. MTS is able to use the contract's negotiated discount pricing to obtain a significant discount (37.5%) from list prices of radios and radio equipment.

MTS staff have tried to obtain multiple quotes for the radio equipment, but since Motorola sells radios at the same list pricing through any vendor authorized to sell their radios, it isn't possible to obtain multiple quotes for radio equipment. Asking any other vendor for a quote results in a quote from Motorola itself. As a result, Motorola is the only vendor who can sell the radios and therefore staff recommends a sole source award for the radio purchase to Motorola.

MTS would not be able to negotiate a lower price than what is offered through the RCS contract. As a result, staff has determined that the price is fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute a PO with Motorola Solutions, Inc., in the amount of \$608,762.50, on a sole source basis, for the purchase of 360 APX4500 radios.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Motorola Quote dated 5/13/19

QUOTE TO: San Diego Metropolitan Transportation

PREPARED BY: Ken Nordholm, Motorola Solutions

DATE: 13-May-19

Quote Valid through September 15, 2019

**MOTOROLA SOLUTIONS**

*Line #	Qty	Part Number	Item Description	List Price	Unit Discounted Price	Total Extended Discount Price
<b>APX4500 Remote Mount Mobile with 02 Control Head</b>						
1		M22URS9PW1 N	APX4500 7/800	\$1,564.00	\$977.50	
1a		Q811	SOFTWARE P25 CONVENTIONAL	\$650.00	\$406.25	
1b		G88	No Control Head needed	\$0.00	\$0.00	
1c		G444	APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	
1d		G67	REMOTE MOUNT	\$297.00	\$185.63	
1e		G90	No Mic needed	\$0.00	\$0.00	
1f		G142	No Speaker needed	\$0.00	\$0.00	
1g		G89	No antenna needed	\$0.00	\$0.00	
	360		TOTAL APX4500 Mobile / 02 Control Head	\$2,511.00	\$1,569.38	\$564,976.80

Total Equipment:	\$564,976.80
7.75 % tax on Equipment	\$43,785.70
Total Equipment and Tax	\$608,762.50

Quotation provided subject to the terms and conditions of the San Diego County Contract 553982. Pricing discount for RCS agencies.



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## Agenda Item No. 14

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

CISCO SMARTNET MAINTENANCE SUPPORT – 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. G2247.0-19 (in substantially the same format as Attachment A) with AT&T Corp. in the amount of \$246,612.32 for the provision of Cisco SMARTNET Maintenance Support for three (3) years.

#### Budget Impact

The funding for the agreement would be provided by MTS through general operating budget funds as part of the Information Technology (IT) Department's annual maintenance budget 571250-661010. The total value of this agreement will not exceed \$246,612.32 (inclusive of CA 7.75% sales tax).

#### DISCUSSION:

##### Background

MTS utilizes a network infrastructure comprised of Cisco core and Intermediate Distribution Frame network equipment to provide interconnectivity between computers, sites, servers, and IT systems and services. This supports a variety of day-to-day business operations including e-mail, financial management systems, asset management systems, maintenance management systems, bus and train operations systems, Internet connectivity, dispatch and radio communications systems, and many other essential services.

The Cisco SMARTNET maintenance agreement will provide technical support, troubleshooting on both hardware and software issues, and replacement of defective hardware and software updates on all Cisco systems as they become available.



On April 4, 2019, MTS issued an Invitation for Bid (IFB) to contractors with an existing Cooperative Purchasing Agreement for a three (3) year Cisco SMARTNET Maintenance Support Agreement. Three (3) bids were received, from AT&T Corp, Carousel Industries and NetXperts Inc. as follows:

<b>Vendor</b>	<b>Amount</b>
AT&T Corp.	\$ 246,612.32
NetXperts Inc.	\$ 250,099.00
Carousel Industries	\$ 276,544.25

After the Bid submission and price analysis, AT&T Corp. was deemed the lowest responsive and responsible bidder.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G2247.0-19 (in substantially the same format as Attachment A) with AT&T Corp. in the amount of \$246,612.32 for the provision of Cisco SMARTNET Maintenance Support for three (3) years.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Coney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. G2247.0-19

**STANDARD SERVICES AGREEMENT  
FOR  
CISCO SMARTNET MAINTENANCE SUPPORT**

G2247.0-19 CONTRACT NUMBER
-------------------------------

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: AT&T Corp. Address: 7337 Trade Street Suite 3100

Form of Business: Corporation San Diego, CA 92121  
(Corporation, partnership, sole proprietor, etc.)

Telephone: (254) 316-4230 Email Address: gb1748@att.com

Authorized person to sign contracts: Laura Morales Contract Specialist  
Name Title

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

Provide hardware and software Cisco SMARTNET maintenance support on Cisco equipment listed and specified in this contract, piggybacked through Fast Open Contracts Utilization Services (FOCUS) Contract no. 2015156 in accordance with the Change Order Request Pricing Schedule-Network Schedule Tracking ID: 214095-21 (attached as Exhibit A) and Focus 3 Contract Terms and Conditions between Contractor ("AT&T") AT&T Corp (attached as Exhibit B).

The contract term is for up to three (3) years effective March 27, 2019 through March 26, 2022

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$246,612.32 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: \_\_\_\_\_

( \_\_\_\_ total pages, each bearing contract number)

SA-SERVICES (REV 8/2/2018)  
DATE



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## Agenda Item No. 15

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

SUPPLY OF NON-REVENUE VEHICLE FUEL (DIESEL AND UNLEADED) –  
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. G2290.0-19 (in substantially the same format as Attachment A) with SC Commercial, LLC, for the provision of non-revenue vehicle fuel (diesel and unleaded) in the amount of \$13,273,280.00 for 5 years.

#### Budget Impact

The total budget for this project shall not exceed \$13,273,280.00 for five (5) years. The project will be funded through the annual budgetary process through the following operations account: San Diego Transit (902014-541100/200), San Diego Trolley (902016-541100/200) and MTS Administration (902010-541200).

#### DISCUSSION:

MTS currently operates approximately 161 non-revenue vehicles. These vehicles are utilized by our security personnel, facility maintenance crews, administrative staff, and operations supervisors. Fueling for these vehicles occurs at all MTS maintenance facilities, and is stored in a mixture of above-ground and in-ground tanks which require daily and weekly refills.

In order to secure fuel in the most cost-effective manner and obtain the lowest possible price, MTS staff participated in a joint solicitation, led by the City of San Diego, which included 24 San Diego County agencies, comprised of cities, special districts, and school districts. The combined purchasing power of all of these agencies increased the visibility and attractiveness of the solicitation.





The joint agencies received four (4) proposals from fuel suppliers, and the MTS Procurement staff participated in the evaluation process. The SOCO Group was selected as the fuel supplier that met the required specifications and provided the lowest overall cost for fuel. Last year MTS spent approximately \$2.6 million on fuel across all fueling locations and fuel types. The contract value is based on the historic consumption of fuel at the current price. Due to the fluctuations that occur in the fuel market the \$13,273,280.00 is only an estimated fuel cost over a five year contract.

SOCO Group was recently acquired by SC Commercial, LLC and all contracts were transferred to the new company with the same terms and conditions, including pricing. Pricing for this contract is based on Organization of Petroleum Exporting Countries (OPEC) daily pricing with an added surcharge. This methodology was determined to be fair and reasonable and the SOCO Group provided the lowest surcharge of all four proposers.

<b>DIVISION</b>	<b>DELIVERY LOCATION</b>	<b>FUEL TYPE</b>	<b>SURCHARGE</b>
SDTC	EAST COUNTY	ULTRA LOW SULFUR DIESEL NO. 2	\$0.1024
SDTC	IMPERIAL AVE.	REGULAR UNLEADED GASOLINE	\$0.0311
SDTC	KEARNY MESA	REGULAR UNLEADED GASOLINE	\$0.2884
SDTC	IMPERIAL AVE.	ULTRA LOW SULFUR DIESEL NO. 2	\$0.0310
SDTC	COPLEY PARK	REGULAR UNLEADED GASOLINE	\$0.0352
SDTI	BUILDING B	REGULAR UNLEADED GASOLINE	\$0.3237

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2290.0-19 with SC Commercial, LLC, for the provision of non-revenue vehicle fuel (diesel and unleaded) in the amount of \$13,273,280.00 for 5 years.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. G2290.0-19

**STANDARD PROCUREMENT AGREEMENT  
FOR  
NON-REVENUE VEHICLE FUEL  
PROCUREMENT**

G2290.0-19 CONTRACT NUMBER
-------------------------------

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: SC Commercial, LLC Address: 1800 W. Katella Ave. Ste 400

Form of Business: Corporation Orange, CA 92867

(Corporation, partnership, sole proprietor, etc.)

Telephone: 714.744.7140 Email: robin.stimson@siemens.com

Authorized person to sign contracts: Robert Bollar Corporate Secretary  
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 supply fuel to MTS facilities as specified in the Technical Specifications (attached as Exhibit A), Cost Proposal Form/Best and Final Offer (BAFO) (attached as Exhibit B), and in accordance with the Standard Conditions Procurement (attached as Exhibit D), Special Provisions (attached as Exhibit E), and Forms (attached as Exhibit G).

The contract term is for five (5) years effective July 1, 2019 to June 30, 2024. Payment terms shall be net 30 days from invoice date.

Total contract amount shall not exceed \$13,273,280.00 without the express written consent of MTS.

<u>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</u>	<u>CONTRACTOR</u>
<u>AUTHORIZATION</u>	
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____

( \_\_\_\_ total pages, each bearing contract number)

SA-PROCUREMENT (REV 8/2/2018)



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 13, 2019

### **Draft for Executive Committee Review Date 6/6/19**

#### SUBJECT:

ON-CALL JOB ORDER CONTRACTING (JOC) RAILROAD CONSTRUCTION  
SERVICES – HERZOG CONTRACTING CORP. – 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. PWG269.0-19 (in substantially the same format as Attachment A) with Herzog Contracting Corp. (Herzog) for on-call railroad construction services, in the amount of \$3,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

#### Budget Impact

The contract will be funded by various MTS accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement.

#### DISCUSSION:

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalog of pricing for a variety of potential tasks to be performed. The tasks have been pre-priced by our contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive responsible bidder, MTS staff compares each contractor's proposed adjustment factor.



The JOC contract under consideration includes repair, remodeling and other repetitive work involving railroad construction improvements. This includes, but is not limited to, main Continuous Welded Rail (CWR), track rehabilitation/replacement, grade crossings (pre-cast concrete panels, rubber panels, paved with rubber rail interface), special track work, direct fixation, signal systems, overhead catenary, traction power, and related civil construction improvements work; and all required incidental professional and technical services.

On March 12, 2019 MTS issued an Invitation for Bids seeking a contractor to provide JOC railroad construction services with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

- Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 5%
- Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 5%
- Item 3: Normal Working Hours Along Railroad Right-of-Way – 10%
- Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 75%
- Item 5: Restricted Work Shift – 5%

On April 23, 2019, three (3) bids were received from Herzog, RailWorks Track Services, and VTMI, Inc. Given the award is made to the bidder with the lowest cumulative adjustment factor over the pre-priced catalogue, MTS determined that Herzog was the lowest responsive and responsible bidder.

<b>Contractor</b>	<b>Total Score</b>
<b>Herzog Contracting Corp</b>	<b>1.1018</b>
<b>VTMI Inc.</b>	<b>1.2178</b>
<b>RailWorks Track Services</b>	<b>1.8100</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG269.0-19 (in substantially the same format as Attachment A) with Herzog for on-call railroad construction services, in the amount of \$3,000,000.00, for three years beginning on July 1, 2019 and ending on June 30, 2022.

Today's action authorizes award of this on call contract to Herzog. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under \$100,000 will be approved by the CEO; task orders over \$100,000 will require Board approval).

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWG269.0-19

**STANDARD CONSTRUCTION AGREEMENT  
FOR  
JOB ORDER CONTRACT RAILROAD CONSTRUCTION SERVICES**

PWG269.0-19 CONTRACT NUMBER
--------------------------------

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: Herzog Contracting Corp. Address: 600 S. Riverside Road

Form of Business: Corporation St. Joseph, MO 64507  
(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 816.233.9001 Email Address: snorman@herzog.com

Authorized person to sign contracts: Scott Norman Senior Vice President  
Name Title

**The specified Contract Documents are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:**

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the Scope of Work (Exhibit A), Bid Proposal (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), Federal Requirements (Exhibit D) and JOC Special Conditions (Exhibit E).

### **SCOPE OF WORK**

Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by MTS, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the following public work of improvement:

### **RAILROAD CONSTRUCTION SERVICES (JOC)**

Contractor is an independent contractor and not an agent of MTS. The Contractor and its surety shall be liable to MTS for any damages arising as a result of the Contractor's failure to comply with this obligation.

### **CONTRACT TIME**

**This agreement shall be valid for a period of three (3) years.** Time is of the essence in the performance of the Work for each subsequent Work Order. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

### **CONTRACT PRICE**

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. The Maximum Contract Value is \$3,000,000.00 over three (3) years.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the

Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.

## COMPONENT PARTS OF THE CONTRACT

The "Contract Documents" include the following:

- Invitation for Bids (IFB)
- Information and Instructions for Bidders
- Contractor's Bid Forms
- Bid Bond
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- JOC Special Conditions
- JOC Modifications to the General and Special Conditions
- Federal Requirements (Federal Transit Administration)
- Technical Specifications prepared by Gordian
- Standard Specifications (Excluding sections 1-9 in their entirety)
- Addenda
- Construction Task Catalog®

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

This Contract shall supersede any prior agreement of the parties.

## PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

## INDEMNIFICATION

Contractor shall provide indemnification as set forth in the General Conditions.

## PREVAILING WAGES

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at MTS's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
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## Agenda Item No. 17

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

### **Draft for Executive Committee Review Date 6/6/19**

#### SUBJECT:

ON-CALL JOB ORDER CONTRACTING (JOC) GENERAL BUILDING AND FACILITIES  
CONSTRUCTION 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. PWG274.0-19 (in substantially the same format as Attachment A) with PUB Construction, Inc. (PUB) for on-call building and facilities construction services, in the amount of \$4,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

#### Budget Impact

The contract will be funded by various MTS accounts. Funding will be included in the budget of each project for which a work order will be issued under this agreement.

#### DISCUSSION:

JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalog of pricing for a variety of potential tasks to be performed. The tasks that have been pre-priced by our contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog price) for that respective task within the project. In order to select the lowest responsive responsible bidder, MTS staff compares each contractor's proposed adjustment factor.



The JOC contract under consideration includes repair, remodeling, or other repetitive work, general building and facility contracting services. This includes, but is not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

On April 12, 2019 MTS issued an Invitation for Bids seeking a contractor to provide JOC building and facilities construction services with the award provided to the contractor with the lowest cumulative adjustment factor weighted as follows:

- Item 1: Normal Working Hours (Non-Railroad Right-of-Way) – 75%
- Item 2: Other Than Normal Hours (Non-Railroad Right-of-Way) – 20%
- Item 3: Normal Working Hours Along Railroad Right-of-Way – 1%
- Item 4: Other Than Normal Hours Along Railroad Right-of-Way – 1%
- Item 5: Restricted Work Shift – 3%

On May 21, 2019, three (3) bids were received from ABC Construction Co. Inc., Ahrens Mechanical, and PUB. Given the award is made to the bidder with the lowest cumulative adjustment factor over the pre-priced catalogue, MTS determined that PUB was the lowest responsive and responsible bidder.

<b>Contractor</b>	<b>Total Score</b>
<b>PUB</b>	<b>1.0090</b>
<b>Ahrens Mechanical</b>	<b>1.1545</b>
<b>ABC Construction Co. Inc.</b>	<b>1.1588</b>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG274.0-19 (in substantially the same format as Attachment A) with PUB for on-call building and facilities construction services, in the amount of \$4,000,000.00, for three (3) years beginning on July 1, 2019 and ending on June 30, 2022.

Today's action authorizes award of this on call contract to PUB. However, no specific project or spending is authorized. Individual projects/task orders will be processed according to the signature authority set forth in Board Policy No. 41 (e.g. task orders under \$100,000 will be approved by the CEO; task orders over \$100,000 will require Board approval).

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Standard Construction Agreement, MTS Doc. No. PWG274.0-19



**STANDARD CONSTRUCTION AGREEMENT  
FOR  
JOB ORDER CONTRACT GENERAL BUILDING AND FACILITIES CONSTRUCTION SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: PUB Construction, Inc. Address: 23545 Palomina Dr. #104

Form of Business: Corporation Diamond Bar, CA 91765  
(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 909.455.0187

Email Address: chris.yi@pubconstruction.com

Authorized person to sign contracts:	<u>Chris Yi</u>	<u>President</u>
	Name	Title

**The specified Contract Documents are part of this Agreement. The Contractor agrees to furnish to MTS services and materials, as follows:**

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project as specified in the Scope of Work (Exhibit A), Bid Proposal (Exhibit B), and in accordance with the Standard Construction Agreement and Special Conditions (Exhibit C), Federal Requirements (Exhibit D) and JOC Special Conditions (Exhibit E).

#### **SCOPE OF WORK**

Contractor, for and in consideration of the payment to be made to Contractor as hereinafter provided, shall furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than such materials and equipment as may be specified to be furnished by MTS, and perform all operations necessary to complete the Work in strict conformance with the Contract Documents (defined below) for the following public work of improvement:

#### **GENERAL BUILDING AND FACILITIES CONSTRUCTION SERVICES (JOC)**

Contractor is an independent contractor and not an agent of MTS. The Contractor and its surety shall be liable to MTS for any damages arising as a result of the Contractor's failure to comply with this obligation.

#### **CONTRACT TIME**

This agreement shall be valid for a period of three (3) years. Time is of the essence in the performance of the Work for each subsequent Work Order. The Work shall be commenced by the date stated in MTS's Notice to Proceed in the first Work Order of the Contract. The Contractor shall complete all Work required by the Contract Documents within the days specified in each Work Order.

#### **CONTRACT PRICE**

MTS shall pay to the Contractor the value of any executed Work Orders under the Contract as full compensation for the performance of the Work Order, subject to any additions or deductions as provided in each Work Order. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract. The Maximum Contract Value is \$4,000,000 over three (3) years.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Work Order issued pursuant to this Contract for the

Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors, as provided under the Bid Form.:

## COMPONENT PARTS OF THE CONTRACT

The "Contract Documents" include the following:

Invitation for Bids (IFB)  
 Information and Instructions for Bidders  
 Contractor's Bid Forms  
 Bid Bond  
 Information Required of Bidders  
 Non-Collusion Declaration Form  
 Iran Contracting Act Certification  
 Public Works Contractor Registration Certification  
 Performance Bond  
 Payment (Labor and Materials) Bond  
 General Conditions  
 Special Provisions (or Special Conditions)  
 JOC Special Conditions  
 JOC Modifications to the General and Special Conditions  
 Federal Requirements (Federal Transit Administration)  
 Technical Specifications prepared by Gordian  
 Standard Specifications (Excluding sections 1-9 in their entirety)  
 Addenda  
 Construction Task Catalog®

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

This Contract shall supersede any prior agreement of the parties.

## PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

## INDEMNIFICATION

Contractor shall provide indemnification as set forth in the General Conditions.

## PREVAILING WAGES

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at MTS's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____



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 13, 2019

### **Draft for Executive Committee Review Date 6/6/19**

#### SUBJECT:

REVENUE VEHICLE FLEET SEAT UPHOLSTERY REPLACEMENT AND REPAIR  
SERVICES

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2250.0-19 (in substantially the same format as Attachment A) with Sardo Bus & Coach Upholstery in the amount of \$553,204.30 for the provision of Bus and Rail Vehicle Seat Upholstery Replacement and Repair Services.

#### Budget Impact

The total budget for this project shall not exceed \$553,204.30 for five (5) years for Group A – San Diego Transit Corporation (SDTC) and Group B – San Diego Trolley Incorporated (SDTI). The project will be funded as follows:

Contract Term	SDTC Group A 536500/650010	SDTI Group B 571210/350016
Year 1	\$ 57,993.00	\$ 44,345.96
Year 2	\$ 62,248.50	\$ 44,345.96
Year 3	\$ 66,971.40	\$ 44,345.96
Year 4	\$ 71,045.80	\$ 44,345.96
Year 5	\$ 73,215.80	\$ 44,345.96
Total (SDTC/SDTI)	\$ 331,474.50	\$ 221,729.80
Grand Total Group A and B	\$ 553,204.30	



## DISCUSSION:

MTS currently directly operates approximately 240 buses with five (5) separate seat insert arrangements and 134 rail vehicles (with another 39 going into service during the term of this contract). The rail vehicle fleet consists of 4 different models of Light Rail Vehicles and 2 Historic Streetcars. Each of these models has a unique passenger seating arrangement. The passenger seat cushions require repairs due to normal wear and tear, vandalism and/or safety concerns. This contract provides services to repair and/or reupholster the seat cushions used on the fleet on an as needed basis.

On April 4, 2019, MTS issued an invitation for Bids for Revenue Fleet Seat Upholstery Replacement and Repair Services (Group A SDTC and Group B SDTI). Two bids were received on April 30, 2019 from Sardo Bus & Coach Upholstery and Wescraft Inc., as follows:

Vendor	Group A (SDTC)	Group B (SDTI)	Grand Total Group A & B Five Years
Sardo Bus & Coach Upholste	\$ 331,474.50	\$ 221,729.80	\$ 553,204.30
Wescraft Inc.	\$ 370,088.84	\$ 393,303.50	\$ 763,392.34

After conducting price analysis, staff determined that Sardo Bus & Coach Upholstery presented the lowest responsive and responsible bid.

Pricing is based on an estimated quantity of annual seat repair requests. In the event MTS experiences higher than estimated seat damages, additional funding will be authorize consistent with Board Policy No. 41.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2250.0-19 with Sardo Bus & Coach Upholstery in the amount of \$553,204.30 for the provision of Bus and Rail Vehicle Seat Upholstery Replacement and Repair Services (SDTC and STI).

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. G2250.0-19  
B. Price Breakdown

## STANDARD PROCUREMENT AGREEMENT

G2250.0-19  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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: Sardo Bus & Coach Upholstery Address: 512 W. Rosecrans Avenue

Form of Business: Corporation Gardena, CA 90248

(Corporation, partnership, sole proprietor, etc.)

Telephone: 352-242-1313 Email Address: transit@sardobus.com

Authorized person to sign contracts: Angela Woodward Transit Account Coordinator  
Name Title

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

Revenue Fleet Seat Upholstery Replacement and Repair Services (Group A SDTC and Group B SDTI) as specified in the MTS minimum technical specifications/Scope of Work (attached as Exhibit A), in accordance with the Standard Conditions Services, including Standard Conditions Services (attached as Exhibit B), Federal Requirements (Exhibit C) Sardo Bus & Coach Upholstery's Bid dated 04/29/19 (attached as Exhibit D), and Signed MTS Forms – Sardo Bus & Coach Upholstery's (attached as Exhibit E).

The contract term is for five (5) years for the amount of \$553,204.30. The period shall be effective from July 1, 2019 through June 30, 2024. Payment terms shall be net 30 days from invoice date.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____

SA-SERVICES (REV 03/19)

<b>MTS BID FORMS</b>
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**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

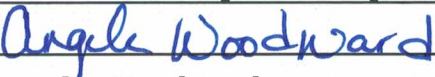
MTS Doc. No. **G2250.0-19**Opening: Refer to Calendar of EventsFor: REVENUE VEHICLE FLEET SEAT UPHOLSTERY REPLACEMENT AND REPAIR SERVICES (SDTC AND SDTI)**PRICING SHEETS ARE ATTACHED SEPARATELY AS AN EXCEL FILE**

Bidders must provide pricing for every bid item on all Tabs. Failure to do so may deem Bid as non-responsive. All Bids shall be valid for 120 days.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Unit Cost" column, then the amount set forth in the "Unit Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, MTS may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by MTS from measured quantities of work performed.

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

\*The quantities described on the bid form are for bidding purposes only. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered/used may be more or less than what is anticipated on the bid form, and it is dictated by MTS' actual requirements and the available funding at the time each phase and/or option is initiated.

DATE:	<u>04/29/2019</u>
FIRM:	<u>Louis Sardo Upholstery, Inc</u>
SIGNATURE:	<u></u>
TYPE OR PRINT NAME:	<u>Angela Woodward</u>
TITLE:	<u>Transit Account Coordinator</u>
ADDRESS:	<u>512 W. Rosecrans Ave</u>
CITY, STATE & ZIP:	<u>Gardena, CA 90248</u>
PHONE NUMBER:	<u>352-242-1313</u>
FAX NUMBER:	<u>352-242-9290</u>
E-MAIL ADDRESS:	<u>transit@sardobus.com</u>

Where did you hear about this procurement?:

☐ Newspaper (Please list: \_\_\_\_\_)☒ MTS Contact☒ Other (Please list: PlanetBids)
**RETURN THIS FORM WITH YOUR BID  
RETAIN OTHER PAGES FOR YOUR RECORDS**



## MTS BID FORMS - continued

MTS DOC. NO. G2250.0-19BID OPENING: Refer to Calendar of Events

FOR

GROUP A (SDTI) REVENUE VEHICLE FLEET SEATS  
UPHOLSTERY REPLACEMENT AND REPAIR SERVICES

CONTRACT TERM	TOTALS
YEAR 1	\$ 44,345.96
YEAR 2	\$ 44,345.96
YEAR 3	\$ 44,345.96
YEAR 4	\$ 44,345.96
YEAR 5	\$ 44,345.96
<b>GRAND TOTAL - GROUP A (SDTI):</b>	<b>\$ 221,729.80</b>

F.O.B. POINT San Diego Trolley, Inc. (SDTI)  
1341 Commercial Street  
San Diego, CA 92113

DELIVERY DATE: 4/29/2019

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

DATE: 4/29/2019

FIRM: Louis ardo Upholstery, Inc dba Sardo Bus & Coach Upholstery

SIGNATURE: Angela Woodward

TYPE OR PRINT NAME: Angela Woodward

TITLE: Transit Account Coordinator

ADDRESS: 512 W. Rosecrans Ave

CITY, STATE & ZIP: Gardena, CA 90248

PHONE NUMBER: 352-242-1313

FAX NUMBER: 352-242-9290

E-MAIL ADDRESS: [transit@sardobus.com](mailto:transit@sardobus.com)

RETURN THIS FORM WITH YOUR BID  
RETAIN OTHER PAGES FOR YOUR RECORDS

MTS DOC. NO. L1480.0-19

## MTS BID FORMS

MTS DOC. NO.

G2250.0-19

BID OPENING:

Refer to the  
Calendar of Events

FOR

**GROUP A (SDTI) TROLLEY REVENUE VEHICLE  
FLEET SEATS UPHOLSTERY REPLACEMENT  
AND REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year One</b>				\$	44,345.96

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MTS DOC. NO. L1480.0-19



## MTS BID FORMS

MTS DOC. NO.

G2250.0-19

BID OPENING:

Refer to the  
Calendar of Events

FOR

**GROUP A (SDTI) TROLLEY REVENUE VEHICLE  
FLEET SEATS UPHOLSTERY REPLACEMENT  
AND REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Two</b>				\$	44,345.96

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FLEET SEATS UPHOLSTERY REPLACEMENT  
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Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
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12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Three</b>					\$ 44,345.96

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Line #	Quantity	Item Description	UOM	Unit Price	Total Price
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4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Four</b>					\$ 44,345.96

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FLEET SEATS UPHOLSTERY REPLACEMENT  
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Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	112	SD100 SEAT BACK - LARGE	ea	\$ 34.74	\$ 3,890.88
2	14	SD100 SEAT BACK - SMALL		\$ 24.74	\$ 346.36
3	470	SD100 SEAT BOTTOM - LARGE	ea	\$ 34.74	\$ 16,327.80
4	81	SD100 SEAT BOTTOM - SMALL		\$ 24.74	\$ 2,003.94
5	5	S70 SEAT BACK	ea	\$ 24.74	\$ 123.70
6	78	S70 SEAT BOTTOM	ea	\$ 24.74	\$ 1,929.72
7	7	SD8 SEAT BACK	ea	\$ 24.74	\$ 173.18
8	351	SD8 SEAT BOTTOM	ea	\$ 24.74	\$ 8,683.74
9	2	PCC SEAT 529 LARGE BACK	ea	\$ 34.74	\$ 69.48
10	2	PCC SEAT 529 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
11	2	PCC SEAT 529 SMALL BACK	ea	\$ 24.74	\$ 49.48
12	2	PCC SEAT 529 SMALL BOTTOM	ea	\$ 24.74	\$ 49.48
13	2	PCC SEAT 530 LARGE BACK	ea	\$ 34.74	\$ 69.48
14	2	PCC SEAT 530 LARGE BOTTOM	ea	\$ 34.74	\$ 69.48
15	2	PCC SEAT 530 SMALL BACK	ea	\$ 24.74	\$ 49.48
16	2	PCC SEAT 530 SMAL BOTTOM	ea	\$ 24.74	\$ 49.48
17	50	SD9 SEAT BOTTOM 17"	ea	\$ 24.74	\$ 1,237.00
18	350	SD9 SEAT BOTTOM 18"	ea	\$ 24.74	\$ 8,659.00
19	10	SD9 SEAT BACK 17"	ea	\$ 24.74	\$ 247.40
20	10	SD9 SEAT BACK 18"	ea	\$ 24.74	\$ 247.40
<b>Total Year Five</b>				\$	44,345.96

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MTS DOC. NO. L1480.0-19



## MTS BID FORMS - continued

MTS DOC. NO. G2250.0-19 BID OPENING: Refer to Calendar of Events  
 FOR GROUP B (SDTC) REVENUE VEHICLE FLEET SEATS  
UPHOLSTERY REPLACEMENT AND REPAIR SERVICES

CONTRACT TERM	TOTALS
YEAR 1	\$ 57,993.00
YEAR 2	\$ 62,248.50
YEAR 3	\$ 66,971.40
YEAR 4	\$ 71,045.80
YEAR 5	\$ 73,215.80
<b>GRAND TOTAL - (BASIS OF AWARD):</b>	<b>\$ 331,474.50</b>

F.O.B. POINT San Diego Transit, Inc (SDTC)  
 100 16th Street  
 San Diego, CA 92101

DELIVERY DATE: 4/29/2019

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

DATE: 4/29/2019

FIRM: Louis Sardo Upholstery, Inc. dba Sardo Bus & Coach Upholstery

SIGNATURE: 

TYPE OR PRINT NAME: Angela Woodward

TITLE: Transit Account Coordinator

ADDRESS: 512 W. Roscrans Ave

CITY, STATE & ZIP: Gardena, CA 90248

PHONE NUMBER: 352-242-1313

FAX NUMBER: 352-242-9290

E-MAIL ADDRESS: [transit@sardobus.com](mailto:transit@sardobus.com)

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## MTS BID FORMS

MTS DOC. NO.

G2250.0-19

BID OPENING:

Refer to Calendar of  
Events

FOR

**GROUP B (SDTC) REVENUE VEHICLE FLEET  
SEATS UPHOLSTERY REPLACEMENT AND  
REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	25	S/C# 70163816 seat insert back flip up NABI - yr 1	ea	\$ 29.74	\$ 743.50
2	25	S/C# 70163824 seat insert back NABI - yr 1	ea	\$ 29.74	\$ 743.50
3	600	S/C# 70198404 seat insert bottom type A - yr 1	ea	\$ 29.74	\$ 17,844.00
4	750	S/C# 70198415 seat insert bottom type B - yr 1	ea	\$ 29.74	\$ 22,305.00
5	75	S/C# 70198416 seat insert back type A - yr 1	ea	\$ 29.74	\$ 2,230.50
6	75	S/C# 70198417 seat insert back type B - yr 1	ea	\$ 29.74	\$ 2,230.50
7	175	S/C# 70198699 seat bottom NABI rapid - yr 1	ea	\$ 29.74	\$ 5,204.50
8	150	S/C# 70198752 seat insert bottom Gillig - yr 1	ea	\$ 29.74	\$ 4,461.00
9	25	S/C# 70198753 seat insert back Gillig - yr 1	ea	\$ 29.74	\$ 743.50
10	25	S/C# 70152256 seat insert NF - yr 1	ea	\$ 29.74	\$ 743.50
11	25	S/C# 70198978 WC side flip seat NABI - yr 1	ea	\$ 29.74	\$ 743.50
<b>Total Year One</b>					<b>\$ 57,993.00</b>

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**GROUP B (SDTC) REVENUE VEHICLE FLEET  
SEATS UPHOLSTERY REPLACEMENT AND  
REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	27	S/C# 70163816 seat insert back flip up NABI - yr 2	ea	\$ 30.74	\$ 829.98
2	27	S/C# 70163824 seat insert back NABI - yr 2	ea	\$ 30.74	\$ 829.98
3	625	S/C# 70198404 seat insert bottom type A - yr 2	ea	\$ 30.74	\$ 19,212.50
4	775	S/C# 70198415 seat insert bottom type B - yr 2	ea	\$ 30.74	\$ 23,823.50
5	75	S/C# 70198416 seat insert back type A - yr 2	ea	\$ 30.74	\$ 2,305.50
6	75	S/C# 70198417 seat insert back type B - yr 2	ea	\$ 30.74	\$ 2,305.50
7	180	S/C# 70198699 seat bottom NABI rapid - yr 2	ea	\$ 30.74	\$ 5,533.20
8	160	S/C# 70198752 seat insert bottom Gillig - yr 2	ea	\$ 30.74	\$ 4,918.40
9	27	S/C# 70198753 seat insert back Gillig - 2 yr	ea	\$ 30.74	\$ 829.98
10	27	S/C# 70152256 seat insert NF - yr 2	ea	\$ 30.74	\$ 829.98
11	27	S/C# 70198978 WC side flip seat NABI - yr 2	ea	\$ 30.74	\$ 829.98
<b>Total Year Two</b>					<b>\$ 62,248.50</b>

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**MTS BID FORMS****MTS DOC. NO.****G2250.0-19****BID OPENING:**Refer to Calendar of  
Events**FOR****GROUP B (SDTC) REVENUE VEHICLE FLEET  
SEATS UPHOLSTERY REPLACEMENT AND  
REPAIR SERVICES**

<b>Line #</b>	<b>Quantity</b>	<b>Item Description</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Price</b>
1	30	S/C# 70163816 seat insert back flip up NABI - yr 3	ea	\$ 31.74	\$ 952.20
2	30	S/C# 70163824 seat insert back NABI - yr 3	ea	\$ 31.74	\$ 952.20
3	650	S/C# 70198404 seat insert bottom type A - yr 3	ea	\$ 31.74	\$ 20,631.00
4	800	S/C# 70198415 seat insert bottom type B - yr 3	ea	\$ 31.74	\$ 25,392.00
5	80	S/C# 70198416 seat insert back type A - yr 3	ea	\$ 31.74	\$ 2,539.20
6	80	S/C# 70198417 seat insert back type B - yr 3	ea	\$ 31.74	\$ 2,539.20
7	185	S/C# 70198699 seat bottom NABI rapid - 3 yr	ea	\$ 31.74	\$ 5,871.90
8	165	S/C# 70198752 seat insert bottom Gillig - yr 3	ea	\$ 31.74	\$ 5,237.10
9	30	S/C# 70198753 seat insert back Gillig - yr 3	ea	\$ 31.74	\$ 952.20
10	30	S/C# 70152256 seat insert NF - yr 3	ea	\$ 31.74	\$ 952.20
11	30	S/C# 70198978 WC side flip seat NABI - yr 3	ea	\$ 31.74	\$ 952.20
<b>Total Year Three</b>					<b>\$ 66,971.40</b>

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SEATS UPHOLSTERY REPLACEMENT AND  
REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	32	S/C# 70163816 seat insert back flip up NABI - yr 4	ea	\$ 32.74	\$ 1,047.68
2	32	S/C# 70163824 seat insert back NABI - yr 4	ea	\$ 32.74	\$ 1,047.68
3	675	S/C# 70198404 seat insert bottom type A - yr 4	ea	\$ 32.74	\$ 22,099.50
4	825	S/C# 70198415 seat insert bottom type B - yr 4	ea	\$ 32.74	\$ 27,010.50
5	75	S/C# 70198416 seat insert back type A - yr 4	ea	\$ 32.74	\$ 2,455.50
6	75	S/C# 70198417 seat insert back type B - yr 4	ea	\$ 32.74	\$ 2,455.50
7	190	S/C# 70198699 seat bottom NABI rapid - yr 4	ea	\$ 32.74	\$ 6,220.60
8	170	S/C# 70198752 seat insert bottom Gillig - yr 4	ea	\$ 32.74	\$ 5,565.80
9	32	S/C# 70198753 seat insert back Gillig - yr 4	ea	\$ 32.74	\$ 1,047.68
10	32	S/C# 70152256 seat insert NF - yr 4	ea	\$ 32.74	\$ 1,047.68
11	32	S/C# 70198978 WC side flip seat NABI - yr 4	ea	\$ 32.74	\$ 1,047.68
<b>Total Year Four</b>					<b>\$ 71,045.80</b>

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REPAIR SERVICES**

Line #	Quantity	Item Description	UOM	Unit Price	Total Price
1	35	S/C# 70163816 seat insert back flip up NABI - yr 5	ea	\$ 33.74	\$ 1,180.90
2	35	S/C# 70163824 seat insert back NABI - yr 5	ea	\$ 33.74	\$ 1,180.90
3	700	S/C# 70198404 seat insert bottom type A - yr 5	ea	\$ 33.74	\$ 23,618.00
4	820	S/C# 70198415 seat insert bottom type B - yr 5	ea	\$ 33.74	\$ 27,666.80
5	75	S/C# 70198416 seat insert back type A - yr 5	ea	\$ 33.74	\$ 2,530.50
6	75	S/C# 70198417 seat insert back type B - yr 5	ea	\$ 33.74	\$ 2,530.50
7	175	S/C# 70198699 seat bottom NABI rapid - yr 5	ea	\$ 33.74	\$ 5,904.50
8	150	S/C# 70198752 seat insert bottom Gillig - yr 5	ea	\$ 33.74	\$ 5,061.00
9	35	S/C# 70198753 seat insert back Gillig - yr 5	ea	\$ 33.74	\$ 1,180.90
10	35	S/C# 70152256 seat insert NF - yr 5	ea	\$ 33.74	\$ 1,180.90
11	35	S/C# 70198978 WC side flip seat NABI - yr 5	ea	\$ 33.74	\$ 1,180.90
<b>Total Year Five</b>					\$ 73,215.80

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MTS DOC. NO. G2250.0-19



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 13, 2019

### **Draft for Executive Committee Review Date: 6/6/19**

#### SUBJECT:

TRAPEZE SOFTWARE LICENSE AND MAINTENANCE SUPPORT RENEWAL-  
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. G2253.0-19 (in substantially the same format as Attachment A) with Trapeze Software Group, Inc. (Trapeze) in amount of \$2,908,551.00 for the renewal of software licensing and maintenance support for a five (5) year base period and five (5) one-year options exercisable under the CEOs discretion.

#### Budget Impact

Funding for the agreement would be provided by MTS through general operating budget funds as part of the Information Technology (IT) Department's annual maintenance budget 571250-661010.

The total cost of the agreement shall not exceed \$2,908,551.00.

Product	Budget Account	Budget Amount: 5 – Base Years	Budget Amount: 5 – Option Years
PASS DriverMate	661010-571250	\$397,488	\$507,306
PASS-CERT	661010-571250	\$58,254	\$74,348
PASS	661010-571250	\$294,825	\$376,279
PASS CT (ZONAL MGMT)	661010-571250	\$14,319	\$18,275
INFO IVR FX	661010-571250	\$227,435	\$290,271
ATIS RTSI	661010-571250	\$108,071	\$137,929
CUSTOMER CARE HOURS	661010-571250	\$138,142	\$176,306
MAP UPGRADES	661010-571250	\$39,232	\$50,071
<b>TOTAL</b>		<b>\$1,277,766</b>	<b>\$1,630,785</b>



## DISCUSSION:

The San Diego Metropolitan Transit System (MTS) utilizes multiple software products made or owned by Trapeze Software Group, Inc. (Trapeze) related to Paratransit and Fixed Route operations. These products are proprietary to Trapeze and cannot be maintained or serviced by any other company or third-party vendor.

The Trapeze Software suite(s) are critical and necessary for MTS Bus and Paratransit day-to-day operations, supporting scheduling, route planning, ADA compliance, customer support, and many other important functions. These services are essential to MTS's ability to provide an efficient and cost-effective Paratransit service.

The continued support and maintenance of the Trapeze Software suite(s) will ensure that the current applications are up-to-date with the latest bug fixes and patches, along with access to Trapeze's Customer Support Services.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2253.0-19 (in substantially the same format as Attachment A) with Trapeze Software Group, Inc. (Trapeze) in amount of \$2,908,551.00 for the renewal of provision of Trapeze Software annual software licensing and maintenance support renewal for a five (5) base year base period and five (5) one-year options exercisable under the CEO's discretion.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc No. G2253.0-19

**STANDARD SERVICES AGREEMENT  
FOR  
TRAPEZE SOFTWARE LICENSE  
ANNUAL MAINTENANCE SUPPORT RENEWAL**

G2253.0-19 CONTRACT NUMBER
-------------------------------

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: Trapeze Software Group Inc. Address: 8360 East Via de Ventura, Suite

Form of Business: Corporation L-200, Scottsdale, AZ 85258  
(Corporation, partnership, sole proprietor, etc.)

Telephone: 905.629.8727 Email Address: steve.sawyer@trapezegroup.com

Authorized person to sign contracts: \_\_\_\_\_ Steve Sawyer \_\_\_\_\_ Chief Operating Officer  
Name Title

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

Provide Trapeze Software License maintenance and support services as specified in the Scope of Work (attached as Exhibit A), Pricing Schedule (attached as Exhibit B), and in accordance with the Standard Conditions (attached as Exhibit C) with the Signed MTS Forms-Contractors Name (attached as Exhibit D).

The contract term is for up to five (5) years and five (5) option years, exercisable at MTS's sole discretion, for a total of ten years. Base period shall be effective July 1, 2019 through June 30, 2024 and option years shall be effective July 1, 2024 through June 30, 2029, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,277,766.00 for the base years and \$1,630,785.00 for the option years, for a contract total not to exceed \$2,908,551.00 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: \_\_\_\_\_

( \_\_\_\_ total pages, each bearing contract number)

SA-SERVICES (REV 8/2/2018)  
DATE





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 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

VEHICLE PAINT SUPPLY – 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. G2199.0-19 (in substantially the same format as Attachment A) with Annex Warehouse Co. Inc. (Annex), for the provision of vehicle paint in the amount of \$269,108.23.

#### Budget Impact

The total budget for this project shall not exceed \$269,108.23 for a one (1) year base and two (2) 1-year options. The project will be funded through the annual budgetary process through the following operations accounts: San Diego Transit (311031-545100) and San Diego Trolley (350016-545100).

#### DISCUSSION:

MTS currently directly operates approximately 240 buses and 134 rail vehicles (with another 39 going into service during the term of this contract). As these vehicles operate they are subject to accidents and vandalism and need to be repainted. MTS has an onsite paint booth that is operated by a third-party contractor, Guzman, and supplied using vehicle paint issued from the San Diego Transit and San Diego Trolley warehouses.

MTS vehicles have a unique, recognizable red color that is proprietary and can only be supplied by our current supplier Annex. In order to secure pricing and efficiently procure the required paint, MTS staff negotiated a longer term sole source contract with Annex.

The pricing obtained from Annex, when compared to our current pricing was determined to be fair and reasonable.



Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2199.0-19 (in substantially the same format as Attachment A) with Annex Warehouse Co. Inc. for the provision of vehicle paint in the amount of \$269,108.30.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft MTS Doc. No. G2199.0-19  
B. Annex Warehouse Co. Inc. Bid

**STANDARD PROCUREMENT AGREEMENT  
FOR  
PAINT AND PAINT SUPPLIES**

G2199.0-19 CONTRACT NUMBER
-------------------------------

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: Annex Warehouse Co. Inc.

Address: 7450 Reseda Blvd.

Form of Business: Corporation

Reseda, CA 91335

(Corporation, partnership, sole proprietor, etc.)

Telephone: 818.344.3000

Email Address: iman@annexpaint.com

Authorized person to sign contracts: Iman Rahbar

Manager

Name

Title

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

Provide paint and related supplies as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is for up to one (1) base years and two (2) one-year option years, exercisable at MTS's sole discretion, for a total of three years. Base period shall be effective \_\_\_\_ through \_\_\_\_ and option years shall be effective \_\_\_\_ through \_\_\_\_, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$86,984.77 for the base years and \$182,123.46\_ for the option years, for a contract total not to exceed \$269,108.23\_ 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: _____



Paint Items - Year 1					
Material	MPN	Short Text	Estimated Order Quantity**	Unit Price	Extended Price
70192922	L6049EB	IMRON ELITE BASECOAT(RED)LRV PAINT BOOTH	71	\$ 757.67	\$ 53,794.57
70192948	M1908EB	IMRON ELITE BASECOT GRAY LRV PAINT BOOTH	2	\$ 499.42	\$ 998.84
70194076	CG257GNCGRAY	IMRON PAINT GRAY HI GLOS LRV PAINT BOOTH	6	\$ 141.93	\$ 851.58
70194092	GO-CG262B	IMRON GRAY MED GLOSS LRV PAINT BOOTH	8	\$ 146.80	\$ 1,174.40
70197384	CG125DOORGRAY	IMRON PAINT DOOR GRAY	4	\$ 141.86	\$ 567.44
70197392	CG126PCBEIGE	IMRON PAINT POLE COVER BEIGE	3	\$ 141.86	\$ 425.58
70197400	CG127	IMRON PAINT INTERCOM LT BEIGE	3	\$ 141.86	\$ 425.58
70197418	CG128	IMRON PAINT BACK OF SEAT GRAY	6	\$ 141.86	\$ 851.16
70197426	CG129	IMRON PAINT WALL BEIGE	3	\$ 141.86	\$ 425.58
70197434	CG130	IMRON PAINT DRIVER CABIN RED	2	\$ 137.57	\$ 275.14
70197442	CG131	IMRON PAINT FRONT OF SEAT GRAY	6	\$ 125.00	\$ 750.00
70194589	405244	PAINT VINTAGE TROLLEY BEIGE	1	\$ 499.42	\$ 499.42
70194605	412917	PAINT VINTAGE TROLLEY GREEN	1	\$ 355.38	\$ 355.38
70194597	587238	PAINT VINTAGE TROLLEY RED	1	\$ 355.38	\$ 355.38
70194662	CG52	VINTAGE TROLY DARK GREEN INT.PAINT BOOTH	1	\$ 125.00	\$ 125.00
70194670	CG53	VINTG TROLY YELLO ORANGE INT.PAINT BOOTH	1	\$ 125.00	\$ 125.00
70192930	L0001EB	IMRON ELITE BASECOAT(BLK)LRV PAINT BOOTH	26	\$ 499.42	\$ 12,984.92
70136127	DPIEBG	IMRON ELITE B/C LIGHT BEIGE,PAINT BOOTH	14	\$ 499.42	\$ 6,991.88
70192765	GOCG275BMTS20	IMRON 2.1+ ST INT COLOR LIGHT BEIGE	4	\$ 146.80	\$ 587.20
70200467	CG 404	PAINT LIGHT GREY WALL/WINDOWS 1&2	4	\$ 151.44	\$ 605.76
70200468	CG 403	PAINT BEIGE POST COVER DOOR FRAME	4	\$ 151.44	\$ 605.76
70200469	CG 402	PAINT, GREY POST COVER CENTRAL	4	\$ 151.44	\$ 605.76
70200470	CG 401	PAINT, GREY DOORS - 3000 SERIES	4	\$ 151.44	\$ 605.76
70200471	851937	PAINT WALL LIGHT BEIGE - 4000 SERIES	4	\$ 499.42	\$ 1,997.68
Subtotal (Not Including Tax)					\$ 86,984.77

NOTE: ALL PRICES ARE PER GALLON

\*\* These are MTS's expected usage per year based on previous purchase history. Vendor should consider a variance of +/- 20%.

Paint Items - Year 2 (Option Year 1)					
Material	MPN	Short Text	Estimated Order Quantity**	Unit Price	Extended Price
70192922	L6049EB	IMRON ELITE BASECOAT(RED)LRV PAINT BOOTH	71	\$ 781.10	\$ 55,458.10
70192948	M1908EB	IMRON ELITE BASECOT GRAY LRV PAINT BOOTH	2	\$ 514.87	\$ 1,029.74
70194076	CG257GNCGRAY	IMRON PAINT GRAY HI GLOS LRV PAINT BOOTH	6	\$ 146.32	\$ 877.92
70194092	GO-CG262B	IMRON GRAY MED GLOSS LRV PAINT BOOTH	8	\$ 151.34	\$ 1,210.72
70197384	CG125DOORGRAY	IMRON PAINT DOOR GRAY	4	\$ 146.25	\$ 585.00
70197392	CG126PCBEIGE	IMRON PAINT POLE COVER BEIGE	3	\$ 146.25	\$ 438.75
70197400	CG127	IMRON PAINT INTERCOM LT BEIGE	3	\$ 146.25	\$ 438.75
70197418	CG128	IMRON PAINT BACK OF SEAT GRAY	6	\$ 146.25	\$ 877.50
70197426	CG129	IMRON PAINT WALL BEIGE	3	\$ 146.25	\$ 438.75
70197434	CG130	IMRON PAINT DRIVER CABIN RED	2	\$ 141.82	\$ 283.64
70197442	CG131	IMRON PAINT FRONT OF SEAT GRAY	6	\$ 128.87	\$ 773.22
70194589	405244	PAINT VINTAGE TROLLEY BEIGE	1	\$ 514.87	\$ 514.87
70194605	412917	PAINT VINTAGE TROLLEY GREEN	1	\$ 366.37	\$ 366.37
70194597	587238	PAINT VINTAGE TROLLEY RED	1	\$ 366.37	\$ 366.37
70194662	CG52	VINTAGE TROLY DARK GREEN INT.PAINT BOOTH	1	\$ 128.87	\$ 128.87

NOTE: ALL PRICES ARE PER GALLON

NOTE: PRICES HAVE BEEN INCREASED BY A FACTOR OF 3%/YEAR

70194670	CG53	VINTG TROLY YELLO ORANGE INT.PAINT BOOTH	1	\$	128.87	\$	128.87
70192930	L0001EB	IMRON ELITE BASECOAT(BLK)LRV PAINT BOOTH	26	\$	514.87	\$	13,386.62
70136127	DPIEBG	IMRON ELITE B/C LIGHT BEIGE,PAINT BOOTH	14	\$	514.87	\$	7,208.18
70192765	GOCG275BMTS20	IMRON 2.1+ ST INT COLOR LIGHT BEIGE	4	\$	151.34	\$	605.36
70200467	CG 404	PAINT LIGHT GREY WALL/WINDOWS 1&2	4	\$	156.12	\$	624.48
70200468	CG 403	PAINT BEIGE POST COVER DOOR FRAME	4	\$	156.12	\$	624.48
70200469	CG 402	PAINT, GREY POST COVER CENTRAL	4	\$	156.12	\$	624.48
70200470	CG 401	PAINT, GREY DOORS - 3000 SERIES	4	\$	156.12	\$	624.48
70200471	851937	PAINT WALL LIGHT BEIGE - 4000 SERIES	4	\$	514.87	\$	2,059.48
<b>Subtotal (Not Including Tax)</b>							\$ 89,675.00

\*\* These are MTS's expected usage per year based on previous purchase history. Vendor should consider a variance of +/- 20%.

Paint Items - Year 3 (Option Year 2)					
Material	MPN	Short Text	Estimated Order Quantity**	Unit Price	Extended Price
70192922	L6049EB	IMRON ELITE BASECOAT(RED)LRV PAINT BOOTH	71	\$ 805.26	\$ 57,173.46
70192948	M1908EB	IMRON ELITE BASECOT GRAY LRV PAINT BOOTH	2	\$ 530.79	\$ 1,061.58
70194076	CG257GNCGRAY	IMRON PAINT GRAY HI GLOS LRV PAINT BOOTH	6	\$ 150.85	\$ 905.10
70194092	GO-CG262B	IMRON GRAY MED GLOSS LRV PAINT BOOTH	8	\$ 156.02	\$ 1,248.16
70197384	CG125DOORGRAY	IMRON PAINT DOOR GRAY	4	\$ 150.77	\$ 603.08
70197392	CG126PCBEIGE	IMRON PAINT POLE COVER BEIGE	3	\$ 150.77	\$ 452.31
70197400	CG127	IMRON PAINT INTERCOM LT BEIGE	3	\$ 150.77	\$ 452.31
70197418	CG128	IMRON PAINT BACK OF SEAT GRAY	6	\$ 150.77	\$ 904.62
70197426	CG129	IMRON PAINT WALL BEIGE	3	\$ 150.77	\$ 452.31
70197434	CG130	IMRON PAINT DRIVER CABIN RED	2	\$ 146.21	\$ 292.42
70197442	CG131	IMRON PAINT FRONT OF SEAT GRAY	6	\$ 132.86	\$ 797.16
70194589	405244	PAINT VINTAGE TROLLEY BEIGE	1	\$ 530.79	\$ 530.79
70194605	412917	PAINT VINTAGE TROLLEY GREEN	1	\$ 377.70	\$ 377.70
70194597	587238	PAINT VINTAGE TROLLEY RED	1	\$ 377.70	\$ 377.70
70194662	CG52	VINTAGE TROLY DARK GREEN INT.PAINT BOOTH	1	\$ 132.86	\$ 132.86
70194670	CG53	VINTG TROLY YELLO ORANGE INT.PAINT BOOTH	1	\$ 132.86	\$ 132.86
70192930	L0001EB	IMRON ELITE BASECOAT(BLK)LRV PAINT BOOTH	26	\$ 530.79	\$ 13,800.54
70136127	DPIEBG	IMRON ELITE B/C LIGHT BEIGE,PAINT BOOTH	14	\$ 530.79	\$ 7,431.06
70192765	GOCG275BMTS20	IMRON 2.1+ ST INT COLOR LIGHT BEIGE	4	\$ 156.02	\$ 624.08
70200467	CG 404	PAINT LIGHT GREY WALL/WINDOWS 1&2	4	\$ 160.95	\$ 643.80
70200468	CG 403	PAINT BEIGE POST COVER DOOR FRAME	4	\$ 160.95	\$ 643.80
70200469	CG 402	PAINT, GREY POST COVER CENTRAL	4	\$ 160.95	\$ 643.80
70200470	CG 401	PAINT, GREY DOORS - 3000 SERIES	4	\$ 160.95	\$ 643.80
70200471	851937	PAINT WALL LIGHT BEIGE - 4000 SERIES	4	\$ 530.79	\$ 2,123.16
<b>Subtotal (Not Including Tax)</b>					\$ 92,448.46

NOTE: ALL PRICES ARE PER GALLON

NOTE: PRICES HAVE BEEN INCREASED  
BY A FACTOR OF 3%/YEAR

\*\* These are MTS's expected usage per year based on previous purchase history. Vendor should consider a variance of +/- 20%.

	Total Per Year
Year 1	\$ 86,984.77
Year 2	\$ 89,675.00
Year 3	\$ 92,448.46
<b>Grand Total</b>	<b>\$ 269,108.23</b>



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
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## Agenda Item No. 21

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

DAVRA NETWORKS, RUBAN SOFTWARE AND SUPPORT CONTRACT  
AMENDMENT - TROLLEY REAL TIME PROJECT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2071.0-18 (in substantially the same format as Attachment A) with Davra Networks (Davra), increasing the contract value in the amount of \$336,000.00, bringing the contract total to \$761,800.00.

#### Budget Impact

The total estimated cost of this amendment will not exceed \$336,000.00. This amendment funding would come from the Capital Improvement Project (CIP) No. 2008110701.

#### DISCUSSION:

Passenger information systems are a key communication link between transit operations and the traveling public. MTS utilizes Davra Network's RuBAN™ software systems for next train arrivals, public address system announcements integration, Light Rail Vehicle (LRV) telematics and diagnostics, General Transit Feed Specification (GTFS) data, reports, and smart train sign programming.

While the RuBAN™ platform was primarily designed to provide MTS passengers useful transit information, it has also become a tool for LRV operations and LRV maintenance staff. Diagnostic information collected from LRVs in service allows maintenance staff to preemptively remove LRVs from service prior to a failure. As the GTFS project was being implemented, MTS discovered that the combination of Wi-Fi connected run number signs (RNS) together with the RuBAN™ platform gave MTS the ability to further develop the system to provide information useful to LRV operations.



In this next phase of the development of the RuBAN™ platform, MTS will develop a Train Management Application (TMA) that will be used to:

- Automatically detect LRV consists as they are assembled
- Remotely change car consist assignments while LRV is in service
- Remotely change train number signs while LRV is in service
- Automate the creation of daily reports
- Leverage the data for on-time performance reporting
- Integrate with Automated Passenger Counter (APC) system ensuring that accurate LRV numbers are reported

The overall goal of the project is to migrate train operations from a manual and potentially error-prone process to a technology-based process. By providing a TMA and automating many previously manual processes, MTS will eliminate erroneous data and provide operational tools to better manage the LRV's while in service as well as collecting real-time data which will be used to improve on-time performance.

Davra has developed and expanded the RuBAN™ platform to meet agency needs and is responsible for support of all aspects of this platform. Davra is the only firm that can develop the additional software enhancements to meet the continuing needs of the agency and support the current system in place. This support includes software development, configuration, implementation, testing and support of the essential cross system integrations. In order to maintain the RuBAN™ platform in a state of good repair and continue to provide the real-time information which our transit riders have come to expect and rely upon, it is necessary that Davra continue to provide operational support of the RuBAN™ platform.

The proposed amount for this work is based off the rates of the existing contract and the total cost was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 2 to MTS Doc. No. G2071.2-18, (in substantially the same format as Attachment A) with Davra Networks, increasing the contract value in the amount of \$336,000.00, bringing the contract total to \$761,800.00.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Coney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Amendment No. 2 to MTS Doc. No. G2071.0-18

June 13, 2019

MTS Doc. No. G2071.2-18

Davra Networks  
Brian McGlynn  
440 North Wolfe Road  
Sunnyvale, CA 94085

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G2071.0-18; DAVRA NETWORKS, RUBAN SOFTWARE AND SUPPORT INFRASTRUCTURE SOLUTION

Mr. Brian McGlynn:

This shall serve as Amendment No. 2 to our agreement for the RuBAN Software and Support Infrastructure System as further described below.

#### SCOPE

This amendment will provide automation of the LRV Management, Operations and reporting process through a developed trolley management application under the RuBAN Software Infrastructure Solution as detailed in Attachment A.

#### SCHEDULE

There are no changes on the schedule. The overall termination date of the agreement remains November 30, 2022.

#### PAYMENT

As a result of this Amendment the contract value will increase by \$336,000.00 from \$425,800.00 to \$761,800.00. All other conditions remain unchanged.

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Agreed:

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Paul C. Jablonski  
Chief Executive Officer

---

Brian McGlynn,  
Chief Operating Officer

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

APR2019.G2071.1-18.DAVRA.doc

Enclosure: Attachment A- Scope of Work

Cc: J. McNeil, S. Bobek, L. Marinesi, S. Elmer, R. Degala

# SDMTS

## Trolley Real Time System

08 May 2019

# Project

Automated LRV Management and Reporting

## Project Overview

This project will automate the entire process of LRV Management, Operations and reporting and enable LRV ops to move from a manual driven process to an automated process. The project will be based on a previous successful project which added Woojin signs which enables this automation to consists and LRVs..

## Tasks

### 1. Woojin RNS/IOx pyRNS Agent

- Update IOx pyRNS Agent to reflect changes in Woojin firmware 2.0.2 (Woojin ICD Specification V2.1)
  - Work with Woojin to understand and investigate behaviour of new command code (0x10).
  - Fix new stuffing behaviour
  - Support downloads and confirm command codes (0xA1-0xA3)
  - Validate upload CONFIRM seqnum
- Rewrite pyRNS Agent to support for A & B end cabs.
  - Ensure downloads from RNS is consistent and valid.
  - Ensure upload to RNS pushed to both signs (A and B cab ends)
  - Arbitrate any discrepancy, the latest code enter will prevail .

### 2. Cisco IOX Manager

- Cisco IOx Local Manager is a platform-specific application that is installed on a host system as part of the installation of the Cisco IOx framework on that device. It provides a web-based user interface that you can use to manage, administer, monitor, and troubleshoot apps on the host system, and to perform a variety of related activities. The Cisco IOx application has failed to provide uniform and consistent hosting capabilities, investigate time and resources into Cisco IOX to stabilize our solution and gain more consistency.
- To manage apps across different devices, you can use Cisco Fog Director. Rewrite platform to support Cisco Fog Director.
- Find and identify backup alternative mechanism besides Cisco IOx Manager and Cisco Fog Director.

### 3. Automated Consist Detection

To determine cars in each consist even if some 829s/CCUs are not directly contactable but assuming one CCU within the consist *is* contactable and run “eum status” to get IPs and hence LRV names (via a simple naming rule) of all cars.

Also need to know master (already done with CCU getmaster cmd, *ccumasterip.tcl*). For true master/interim master interpretation, see here:

<https://davranetworks.atlassian.net/wiki/spaces/SETAP/pages/594280468/SDMTS+RNS+Use+Cases>

TCL

- Our current TCL scripts reads the LRV Central Control Unit (CCU) log files. The CCU log file information is then interpreted and deciphered to help predict the trains location, direction of travel, and next arrival. Revisit, investigate and research the interpretation of CCU logs to ensure we are capturing all the necessary information. Search for any other data that can be extracted from CCU.
- Investigate possibility for inter-car comms. Test and analyse telnet to CCU communication. Telnet is a network protocol that allows a user on one computer to log into another computer that is part of the same network. Explore building consist using the eum status CCU command.
- Implement:
  - Learn TCL
  - Update TCL scripts

### RNSHandler

- Changes to RNS Handler for new consist handling & exposing via API.  
GraphQL to mirror API (debug use only)
  - Purge old code
  - Redo propagation of train number to whole consist.
  - Define rules and procedure for building consist and propagating train numbers.
    - Ex. Different route codes, no master RNS, different train numbers within consist.
  - TN must be 'current' (lastSeen)
  - Display a single consist icon on map rather than 2 or 3 cars moving together.

## 4. Train Management App

For purposes of this scope we will assume automatic consist detection is a possibility.

However, we have to assume there will always be the worst case of a non-contactable consist (i.e. no cars in consist can be queried). Therefore, will always need manual consist editing (we will not attempt to guess consist using any other criteria).

A failing of earlier RNS App was not identifying/distinguishing various car & consist states & their scope, so, possibly:

- **Power States:** Identify LRV power states & accessibility between components (829, RNS, CCU) at each state. Clear & consistent naming for each state.
  - **Dead:** A car is not contactable at all. This can occur if it has been **Off** to 3 or 4 days and the battery has expired or the battery has been purposely disconnected for maintenance.
  - **Powered Off:** The car is not powered **On** but the battery, whilst it lasts, is keeping the 829 router active.
  - **Powered On:** The car has basic power (e.g. for lights & doors). Activated by external button on car, will last for ~30 minutes unless car is then **Keyed**.
  - **Keyed/(Keyed On):** The car is fully operational and can move. Activated by driver turning key inside the cab, thus making that car a **Master**.
  - Discover the state of the LRV when a car is powered on and part of a consist but not master? Define the state based on CCU logs (ex. powered on or is it discernible as a separate state).



- **Connectivity States:** May be due to the Power State a car is in or due to comms failure at some point:
  - Identify **LRV Connectivity States** - when comms fails between component (829, RNS, CCU) and consequences of such failure. Clear & consistent naming for each state.  
Must handle intermittent states, such as temporary loss-gain-loss of comms with RNS, etc
    - Build rules and procedure for the scenario when the 829 router(s) cannot contact car at all and/or is not receiving GPS. We regard this car as unmanageable. Identify procedure to classify the consist when communication is lost.
    - Procedure for no CCU communication.
    - Procedure for no RNS communication.
  - Identify **Consist Connectivity States** - when comms fails between CCUs and consequences of such failure. Clear & consistent naming for each state.
    - No CCUs - no car in consist can connect to its or other CCUs
    - No RNSes - no car in consist can connect to either of its RNSes

Train Management App will either have consists or individual cars that can be manually assigned a train number or dragged & dropped on to an existing consist. Only individual cars can be added to existing consists (but 'existing consist' may only be one car itself).

If any failed component resumes working then it will supply data that may conflict with that set manually:

- CCU may reveal that car is in different consist
- RNS may reveal different TN.
- Create rules and procedures for failed components above and manual overrides of RNS and CCU.

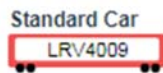
#### Work for RNSHandler

- Persist LRV states (at least any manual overrides), with timestamp/aging to determine if persisted state should be considered upon restart.
- New API to support App behaviour (and removal of old APIs)
- Arbitration logic for propagating TNs to cars in consist
- Rework RNS Handler script, which will enable a scheduled mechanism to push expected train number to all cars/consists.

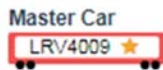
#### Work for Application

- Much like old RNS App, 3 zones on UI:
  - Live consists
  - OOS consists
  - Unassigned (individual, powered up) cars & "Offline" cars (not powered up).
- UX will define visual representation of each state. Be aware may have multiple "states" at any one time, e.g. failure of both 829-RNS comms and 829-CCU comms.

- For reference, the old RNS App - inconsistent & incomplete:



A connected car which is part of a consist.



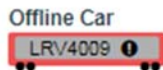
A master car of its own consist.



A car which is currently displayed in a different consist than the one its own CCU is reporting.



Car that cannot communicate with the Master CCU



Car with no working CCU or 829

- Display all LRVs and indicate state(s) as define above (even if they are unmanageable/dead cars). Clear distinction between In Service (with line colour) & OOS consists. Will also indicate possible 'health' issues as reported by getLRVStatus().  
UI challenge here as potentially a lot of 'states' to represent on a single LRV icon.
- UI will Groups cars into consists based on autodetection or manual overriding.
- A lone car can be manually assigned to a consist by:
  - Assigning train number to car (may be first car in that consist).
  - Drag & drop (it will take the train number of existing consist)
- "Find" function to find a car and highlight it
- Train number can be set by either driver or OCC:
  - Last one wins always?
  - OR, if manually set by OCC, it always wins?

## 5. Outstanding Bugs/Features/Tech Debt

Identify key bugs/features requests & technical debt to be addressed in this phase.

### Mandatory

- ETA TN Map needs device filter
- ETA Trip Countdowns not loaded for times after 23:59:59
- ETA no longer shows trains which have no trip\_id, so unscheduled trains never appear
- (see above) - pyRNS IOx Agent does not process RNS ack ('process complete') msgs (0xA1 to 0xA3)
- (see above) - Update pyRNS IOx Agent to align with Woojin 2.02 firmware (2.1 Spec)
- (see above) - ETA-RNS should support an RNS in both cabs of a car (LRV)
- Document & share SDMTS procedure when changing an 829
- If 829 changed in an LRV, pyRNS IOx agent config must be manually updated

### Tech Debt

- ETA-46 - Change eta app to use mqtt /ruban/iotdata instead of /ruban/gps
- In preparation for LRV OPS Report, we will need to extract GTFSDb to a separate microservice and make ETA use this. RNS Handler will also then use it for reporting purposes. Wojciech did a version of this that was made redundant by Colin's pre-Xmas changes for ETA-RNS trip mapping but we need to get it back and do it right.

#### Desirable - ETA rewrite

ETA is a legacy App that should be rewritten using new style Apps/Custom Components & Microservices feature of AEP platform.

Work should be a rewrite, i.e. purging of old/redundant code and also include technical documentation on the solution

- ETA-150 & ETA-35 (& ETA-29) & ETA-70 (ETA rewrite)
- ETA-109 (ETA-135 is a big step in that direction)

#### Desirable - Other

- ETA-155 - pyRNS IOx agent processing of RNS msgs can hang intermittently.

### **6. Knowledge Transfer, Training and Docs**

Make an ETA manual that will include details on:

- Train Management App
- Train Numbers Map (probably rename that)
- Diagnostics - Use & interpretation of getLRVStatus
- Process for router management - new LRV, swapping routers, etc:
  - ZTP
  - Informing Dava of changes

### **7. LRV OPS Report**

Storage/retrieval of consist data will be via RNSHandler, TMAApp will launch text reports and (Excel not required) display on screen (main App will show real-time consists and have 'find car' feature)

Must store for 'years' in case of legal issue, need to know cars involved in consists.

Essentially, we need to know:

- What car combination performed each trip for each day/train number/trip.
- What car was master in each trip (Needed?), so we can show car1, car2, car3 in order.

Typical report, for Blue Line Train Number "004" on 11 March 2019:

TRAIN #04																			
Eastbound										Westbound									
Codes	Car 1	Car 2	Car 3	Car 4	AMP Depart	→	Imperial & 12th	→	San Ysidro Arrive	San Ysidro Depart	→	Imperial & 12th	→	AMP Arrive	Car 1	Car 2	Car 3	Car 4	Reason Codes
	4011	2028	4052				4:45 AM	3	5:18 AM	5:28 AM	3	6:02 AM	3	6:13 AM					
					6:18 AM	3	6:30 AM	3	7:03 AM	7:13 AM	3	7:47 AM	3	7:58 AM					
					8:03 AM	3	8:15 AM	3	8:48 AM	8:58 AM	3	9:32 AM	3	9:43 AM					
					9:48 AM	3	10:00 AM	3	10:33 AM	10:43 AM	3	11:17 AM	3	11:28 AM					
					11:33 AM	3	11:45 AM	3	12:18 PM	12:28 PM	3	1:02 PM	3	1:13 PM					
					1:18 PM	3	1:30 PM	3	2:03 PM	2:13 PM	3	2:47 PM	3	2:58 PM					
SR/23	4065	2026	4045		3:03 PM	3	3:15 PM	3	3:48 PM	3:58 PM	3	4:32 PM	3	4:43 PM	4052	2028	4011		SR
					4:48 PM	3	5:00 PM	3	5:33 PM	5:43 PM	3	6:17 PM	3	6:28 PM					
					6:33 PM	3	6:45 PM	3	7:18 PM	7:28 PM	3	8:02 PM	3	8:13 PM					
	4011	2028			8:18 PM	3	8:30 PM	2	9:03 PM	9:28 PM	2	10:02 PM	2	10:13 PM					M-TH Cut
					10:18 PM	2	10:30 PM	2	11:03 PM	11:28 PM	2	12:02 AM	2	12:13 AM					F Cut

## 8. Local FEK Stack

Use SD DEV2 as server for FEK stack.

Require ETA rewrite to be any use as we (currently) only log messages from standalone microservices.

## Deliverables and Schedule

### Trolley Real Time System

	Time (Days)	Payment Milestone
Kick-off Meeting and Cisco IOX Investigation	4	
Engineer Site Visit	10	
Woojin RNS/IOx pyRNS Agent	14	
<ul style="list-style-type: none"> <li>GraphiQL API (getSignConsists) retrieves both A &amp; B End, also reports how signs were set (at A, at B, or via Application (ex. which one was set and which one was sync). Provide simple logic schematic or document explaining how RNS is set (who wins in what scenarios).</li> <li>Updated documentation of the API get and set commands. Show both all information in API, which end was set, when, and how.</li> <li>Confirmation (writing) from Davra and Woojin that Woojin Firmware and Davra Python responses are behaving properly and meeting all parties' expectations.</li> <li>Provide Python RNS Handler Code in raw form and documentation or at document explaining the workings and changes.</li> </ul>		
Automated Consist Detection	29	30%

- Provide CCU connection process and communication documentation. Provide documentation on decision making for forming a consist (ex. if router is down in one LRV)
- Provide Update TCL scripts and documentations of their workings.
- Provide Python RNS Handler Code in raw form and documentation or at document explaining the workings and changes.

**LRV Management App**

80

30%

- Application along with operator documentation and configuration/decision making tree.
- New API with documentation

**Outstanding Bugs/Features/Tech Debt**

30

- ETA TN Map needs device filter
- ETA Trip Countdowns not loaded for times after 23:59:59
- Documentation and access to new GTFSDB micorservice.
- ETA rewrite - Documentation and access to/of new micorservice

**LRV OPS Report**

45

- Reports of daily operation
- A process to nightly consolidate information which reports accurate car and train numbers to the INIT

**Knowledge Transfer, Training and Docs**

13

- Train Management Application Documentation
- Train Numbers Map Documentation
- Diagnostics - Use & interpretation of getLRVStatus – should be above with API docs
- Process for router management - new LRV, swapping routers, etc

**Local FEK Stack Integration**

15

- Use SD DEV2 as server for FEK stack. Require ETA rewrite to be any use as we (currently) only log messages from standalone microservices

User Acceptance and final signoff		40%
<b>Total</b>	<b>240</b>	

## Professional Services

For the Services provided under this SOW, Davra Networks estimated a total of **240** days at the standard SD MTS Rate of **\$1,400** per day.

## Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM in 3 payments aligning to project milestones.

Project shall commence as soon as PO received.

On “Go Live” of Train Management Application Davra will provide San Diego MTS Ongoing support contract to be finalised on completion.

## Change Management

- Requests for changes beyond those defined in this sow will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order.

If the above defined project responsibilities are not met, additional fees may apply.

## Locations

Davra Networks will complete the Trial at the locations listed below.

1. On-site at SD MTS
2. Davra R&D HQ in Dublin Ireland

## Assumptions

1. Davra will provide a dedicated development Resource and a project manager to this project.
2. San Diego will provide a dedicated Project Manager to his project.

Davra Networks shall agree that this project (and each milestone ) is complete once all items within this SOW have been delivered.

**SDMTS - Jason McNeil, Phone: 619-744-5940, [Jason.McNeil@sdmts.com](mailto:Jason.McNeil@sdmts.com)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

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

## Agenda Item No. 22

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

CONDUENT TRANSPORTATION SOLUTIONS, INC. FOR REGIONAL TRANSIT  
MANAGEMENT SYSTEM (RTMS) HARDWARE AND SOFTWARE UPGRADES -  
SOLE SOURCE AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2260.0-19 (in substantially the same format as Attachment A) in amount of \$6,542,899.06 with Conduent Transportation Solutions, Inc. (Conduent) for the purchase of hardware and software upgrade services for the Regional Transit Management System (RTMS) and Radio Site Upgrade project; and an option to install mobile data routers on the bus fleet exercisable under the CEO's discretion.

#### Budget Impact

The total cost of this agreement shall not exceed \$6,542,899.06. MTS and North County Transit District (NCTD) will share costs of the upgraded components based on the RTMS cost sharing Memorandum of Understanding (MOU) G0699.0-02. Funding for MTS's portion of the costs will be provided through the Capital Improvement Program (CIP) budget (1007110001).

#### DISCUSSION:

MTS and NCTD use the RTMS to manage their fixed route buses in daily transit operations. RTMS is a full Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) solution which tracks on-time performance, communicates with buses via radio, and provides passengers with real-time information. As part of the current RTMS and Radio Site Upgrade project, the system and vehicle hardware are being replaced with newer equipment.





Conduent provides the vehicle hardware and software to operate RTMS. This contract will provide for the following new software and equipment:

- Install new vehicle hardware and provide spares (IVU 4000) on 530 MTS and NCTD vehicles
- Virtualize and configure RTMS server infrastructure
- Install mobile data routers for cellular communications of RTMS data, real-time video, and the new account-based fare system traffic.
- Convert data radio channels to voice channels
- Add automatic vehicle announcements to the Rapid Express buses
- OrbCAD dispatching software upgrade and enhancements

The new upgraded components will provide increased functionality and operational continuity with the existing system and hardware already installed on vehicles. The most recent upgrades have been reflected in the South Bay, East County, and Copley garages.

As part of the fare system project, MTS will install mobile data routers on all fixed-route buses for real-time RTMS, on-board video, and fare system data. Conduent will install the mobile routers on all vehicles being upgraded as part of this project and have also provided an option to install mobile routers on the buses that are not being upgraded as part of this project

This is a sole source request. Conduent's hardware and software are the only available options compatible with MTS and NCTD's existing RTMS. The upgrade will ensure a continuity and uninterrupted transition for both agencies' RTMS systems.

An analysis of the pricing was undertaken and it was found to be within range of the Independent Cost Estimate for the project. Costs were also compared with the RTMS Upgrade and Expansion and the Copley Park Expansion projects completed in 2015 and 2017 respectively. Based on the analysis, staff determined that Conduent's costs are fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2260.0-19 (in substantially the same format as Attachment A) in amount of \$6,542,899.06 with Conduent for the purchase of hardware and software upgrade services for the RTMS and Radio Site Upgrade project; and an option to install mobile data routers on the bus fleet exercisable under the CEO's discretion.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. G2260.0-19

**STANDARD SERVICES AGREEMENT  
FOR  
REGIONAL TRANSIT MANAGEMENT SYSTEM (RTMS)  
VEHICLE HARDWARE & SOFTWARE UPGRADE**

G2260.0-19 CONTRACT NUMBER
-------------------------------

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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: Conduent Transport Solutions Inc. Address: 12410 Milestone Center Drive

Form of Business: Corporation Suite 500, Germantown, MD 20876  
(Corporation, partnership, sole proprietor, etc.)

Telephone: + 1 973.261.7058 Email \_\_\_\_\_  
Address: mick.slaterry@conduent.com

Authorized person to sign contracts: Mick Slaterry President  
Name Title

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

Provide RTMS Vehicle Hardware and Software upgrade as specified in the Scope of Work (attached as Exhibit A), Pricing Schedule (attached as Exhibit B), and in accordance with the Standard Conditions (attached as Exhibit C) and Federal Requirements (attached as Exhibit D) with the Signed MTS Forms-Contractors Name (attached as Exhibit E).

The contract term is for up to eighteen (18) months. Commencement shall take effect after issuance of Notice to Proceed/ Purchase Order.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$6,542,899.06 without the express written consent (\$6,440,098.06 for vehicle hardware and software upgrade and \$102,801.00 for an option to install mobile router to nonupgraded buses at MTS's sole discretion).

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
---------------------------------------	--------------------------

By: \_\_\_\_\_ Firm: \_\_\_\_\_  
Chief Executive Officer

Approved as to form: \_\_\_\_\_ By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Office of General Counsel

( \_\_\_\_ total pages, each bearing contract number)

SA-SERVICES (REV 8/2/2018)  
DATE



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

## Agenda Item No. 23

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

### **Draft for Executive Committee Review Date 6/6/19**

#### SUBJECT:

TASK ORDER CONTRACT APPROVAL TO PERFORM COMMUNITY OUTREACH  
AND OPERATING PLAN DEVELOPMENT FOR THE SOUTH BAY FEEDER BUS  
SERVICE

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17 (in substantially the same format as Attachment A) with Kimley-Horn and Associates, Inc. (KHA) in the amount of \$225,723.33 to perform community outreach and operating plan development for the South Bay feeder bus service.

#### Budget Impact

The value of the Engineering Design Work Order will not exceed \$225,723.33 and is allocated under Capital Improvement Program (CIP) budget number 1009108401 - South Bay Feeder Bus Service – Design.

#### DISCUSSION:

As part of its grant application to the State of California for the Transit and Intercity Rail Capital Program (TIRCP), MTS developed preliminary routing and station locations for the South Bay Feeder Bus Service. The new service would extend from the Otay Mesa Transit Center to Imperial Beach, and would connect both areas to the UC San Diego Blue Line at the Iris Avenue Transit Center.

KHA will conduct thorough community and stakeholder outreach, through which an informed operating plan for the service is developed and implemented.

On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval



of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process. MTS selects the most qualified firm based on the capability to perform the scope of work.

On March 4, 2019, staff issued a Request for Proposals (RFP) to approved A&E firms. On April 5, 2019 MTS received one (1) proposal from KHA. A post-proposal survey revealed that a number of firms that received the solicitation did not submit a proposal because the requested service was not their specialty.

An evaluation panel was comprised of MTS representatives, and the proposals were evaluated based on the following factors.

1. Project Team
2. Project Team's Capabilities
3. Project Understanding and Approach
4. Schedule

After an evaluation of the proposal, the evaluation panel determined KHA met the requirements set forth in the RFP. KHA's final score was 94.67 points out of maximum 100 points.

KHA's proposed amount of \$225,723.33, which includes optional tasks in the amount of \$16,104.02 is less than MTS's Independent Cost Estimate (ICE) of \$234,990.00 and is determined to be fair and reasonable.

For this project, KHA will not utilize subcontractors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17 (in substantially the same format as Attachment A) with KHA in the amount of \$225,723.33 to perform community outreach and operating plan development for the South Bay feeder bus service.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Work Order WOA1950-AE-38, MTS Doc. No. G1950.0-17

June 13, 2019

MTS Doc. No. G1950.0-17  
Work Order No. WOA1950-AE-38

Mr. Dennis Landaal, P.E.  
Principal  
Kimley-Horn and Associates, Inc.  
401 B Street, Suite 600  
San Diego, CA 92101

Dear Mr. Landaal:

Subject: MTS DOC. NO. G1950.0-17, WORK ORDER WOA1950-AE-38, ENGINEERING DESIGN SERVICES TO PERFORM COMMUNITY OUTREACH AND OPERATING PLAN DEVELOPMENT FOR THE SOUTH BAY FEEDER BUS SERVICE

This letter shall serve as our agreement for Work Order WOA1950-AE-38 to MTS Doc. No. G1950.0-17, to perform community outreach and operating plan development for the South Bay feeder bus service.

#### SCOPE OF SERVICES

Perform community outreach and operating plan development for the South Bay feeder bus service. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

#### SCHEDULE

The Scope of Services, as described above, shall remain in effect through construction of the project.

#### PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$225,723.33

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Accepted:

Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Dennis Landaal, Principal  
Kimley-Horn and Associates, Inc.

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

Attachments: Attachment A, Scope of Services  
Attachment B, Negotiated Fee Proposal

**ATTACHMENT A****SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)****SCOPE OF WORK****I. PROJECT DESCRIPTION**

This project generally consists of a complete network Integration for South Bay Feeder Bus Service (Project), a new bus route from Otay Mesa Transit Center to Imperial Beach that connects both areas to the UC San Diego Blue Line at the Iris Avenue Transit Center. As part of its grant application to the State of California for Transit and Intercity Rail Capital Program (TIRCP), MTS developed preliminary routing and station locations for the Project (see Exhibit A, MTS Proposed South Bay Feeder Bus Service Routing and Station Locations Map).

**II. EXPECTED RESULTS**

The objective of this work order is to conduct thorough community and stakeholder outreach, through which an informed operating plan for the Project is developed.

**III. SCOPE OF WORK**

The scope of work shall consist of the following tasks and deliverables:

**Task 1 (August-September 2019): Initial Outreach**

- Conduct, lead, promote, and advertise two (2), or more community meetings in the Otay Mesa West, Imperial Beach, and/or other affected communities at locations and times determined to attract the widest community participation.
  - Present concepts including general industry best practices for Rapid bus lines, MTS-developed route and station location options for the Iris Rapid, and other relevant material
  - Solicit feedback on routing options and station locations
  - Design and produce displays and other collateral needed
  - Proposal should specify advertising and promotional efforts and the proposed budget for these
- Attend and lead 1-2 meetings each with appropriate staff from City of San Diego (SD), City of Imperial Beach (IB), and CalTrans
- Incorporate feedback from Community Based Organization CBO/Nelson Nygaard outreach effort (if provided by MTS)
- **Deliverable:**  
Summary report of outreach efforts and results

**Task 2 (October 2019): Identify Outreach-Driven South Bay Feeder Bus Service Routing and Station Locations**

- Use Task 1 results to finalize routing and station locations
- Establish opportunities and challenges with potential routings and station locations
  - Conduct all necessary field work required to accomplish task
  - Includes 1-2 meetings with MTS Operations staff; an MTS bus and driver will be available for testing routings if necessary.
- Recommend transit priority measures, such as bus lanes, queue jumps, and Transit Signal Priority (TSP)
- Attend and lead 1-2 meetings each with appropriate staff from SD, IB, and Caltrans
- **Deliverable:**  
Summary report including finalized route and station locations, including maps and graphics necessary for public information

**Task 3 (November-December 2019): Follow-Up Outreach**

- Conduct, lead, promote, and advertise two (2), or more community meetings in the Otay Mesa West, Imperial Beach, or other affected communities at locations and times determined to attract the widest community participation.

- Present results of Tasks 1 and 2 including finalized routing and stop locations, and transit priority measures
- Solicit feedback on station siting and amenities
- Design and produce displays and other collateral needed
- Proposal should specify advertising and promotional efforts and the proposed budget for these
- Attend and lead 1-2 meetings each with appropriate staff from SD, IB, and Caltrans
- **Deliverable:**  
Summary report of outreach efforts and results

#### **Task 4 (January 2020): Finalize Outreach-Driven Operating Plan**

- Use Task 3 results to finalize station sites and required amenities
- Develop operating plan with preliminary schedule, utilizing outreach results to best meet community and rider needs, best connect with the Blue Line, and complement other area services
  - Incorporate any unique needs or restrictions for Zero Emission Bus (ZEB) operation
  - Estimate revenue and total hours and miles and bus utilization
  - Prioritize Blue Line connections and summarize interface with other area transit services
- Preliminary design work (up to 5% design) for stations and transit priority features
  - Conduct all necessary field work and surveying required to accomplish task
  - Includes 1-2 meetings with MTS Operations staff
- **Deliverables:**
  - Operating plan for ZEB operation of the Iris Rapid, including maps/graphics necessary for public information and schedules
  - Preliminary design concepts (up to 5%) for stations and transit priority features

#### **IV. PERIOD OF PERFORMANCE**

August 2019–January 2020

#### **V. DELIVERABLES**

- Summary reports of outreach efforts and results
- Summary report including finalized route and station locations, including maps and graphics necessary for public information
- Operating plan for ZEB operation of the South Bay Feeder Bus Service, including maps/graphics necessary for public information and schedules
- Preliminary design concepts (up to 5%) for stations and transit priority features

#### **VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**

<b>Task</b>	<b>Begin/End Dates</b>
1. Initial Outreach	August-September 2019
2. Identify Outreach-Driven South Bay Feeder Bus Service Routing and Station Locations	October 2019
3. Follow-Up Outreach	November-December 2019
4. Finalize Outreach-Driven Operating Plan	January 2020

#### **VII. MATERIALS TO BE PROVIDED BY MTS AND/OR THE OTHER AGENCY**

MTS to share general grant information and provide general route/station concepts.

**VIII. MTS ACCEPTANCE OF SERVICES:**

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractors and/or Contractors subcontractors negligence and thus not 100% complete by MTS' Project Manager, Contractor 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. Contractor 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.

**IX. DEFICIENT WORK PRODUCT:**

Throughout the construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient and the deficiently delays any portion of the project, Contractor 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:

- Revising provided documents,

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

**X. DELIVERABLE REQUIREMENTS**

Contractor will be required to submit any and all documentation required by the Scope of Work. 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 Contractor to any third party.

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS.

Contractor'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. Contractor shall maintain backup copies of all data conveyed to MTS.

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

**XI. PRICING**

Pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.



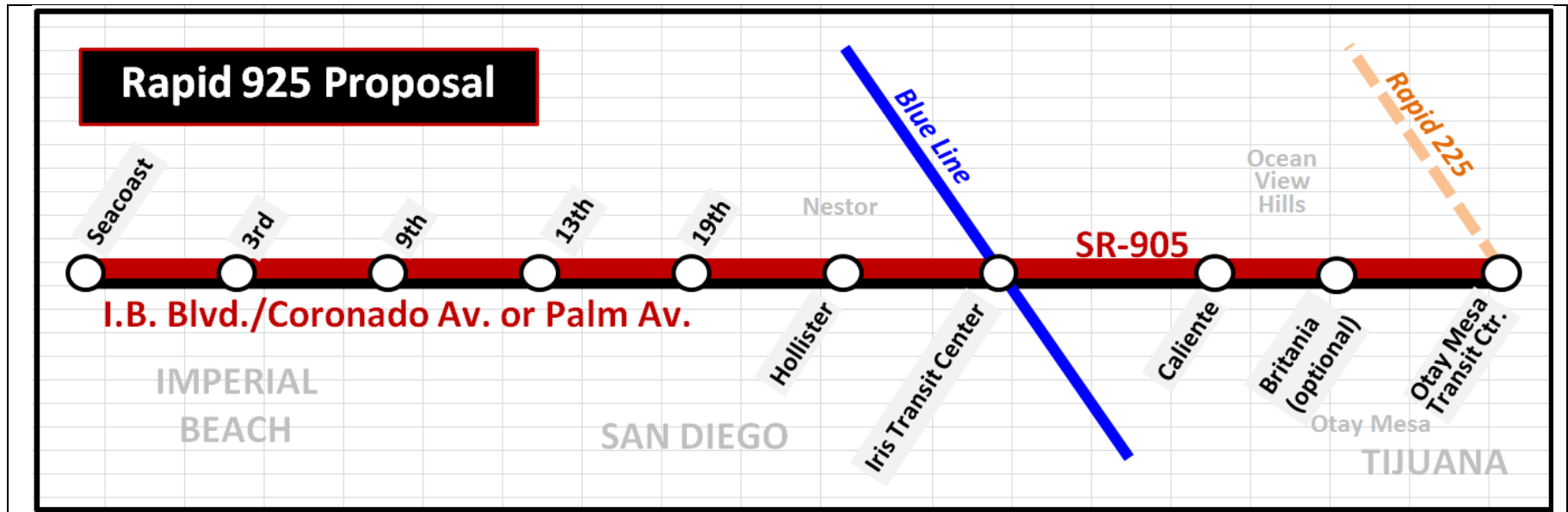
**XII.     PREVAILING WAGE**

Prevailing wage rates apply to certain personnel for these services?   ☐ Yes   ☐ No

If yes, please list classification subject to prevailing wage rates:


Exhibit A, MTS Proposed South Bay Feeder Bus Service Routing and Station Locations Map

Exhibit A, MTS Proposed South Bay Feeder Bus Service Routing and Station Locations Map



# Work Order Estimate Summary

Att. A, AI 23, 6/13/19

MTS Doc. No.

Work Order No.

WOAXXXX-AE-38

Attachment:

B

Work Order Title:

SOUTH BAY FEEDER BUS SERVICE - COMMUNITY  
OUTREACH AND OPERATING PLAN DEVELOPMENT

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$209,619.31
2			

Totals =

\$209,619.31

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	TASK 1	INITIAL OUTREACH	265.0	\$66,832.46
2	TASK 2	SERVICE ROUTING, STATION LOCATIONS, AND PRIORITY MEASURES	254.0	\$44,452.83
3	TASK 3	FOLLOW-UP OUTREACH	85.0	\$20,808.60
4	TASK 4	FINALIZE OUTREACH-DRIVEN OPERATING PLAN	473.0	\$77,525.42
5	TASK 5			

Totals =

1,077.0

\$209,619.31

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				KIMLEY-HORN & ASSOCIATES	1,077.0	\$209,619.31

Totals =

1,077.0

\$209,619.31

Optional Tasks

\$16,104.02  
\$225,723.33



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## Agenda Item No. 24

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

TASK ORDER CONTRACT APPROVAL TO EVALUATE TROLLEY CONNECTION TO  
SAN DIEGO INTERNATIONAL AIRPORT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1951-AE-42 to MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald in the amount of \$119,758.16 to evaluate trolley connection to the San Diego International Airport.

#### Budget Impact

The value of the Engineering Design Work Order will not exceed \$119,758.16 and is allocated under operating budget cost center 906010-571140.

#### DISCUSSION:

Within the region, there is a strong desire to increase public transit options to the airport. In order to fully understand the options available and the implications of selecting one of the viable options, MTS staff has determined that a study should be conducted. Staff is recommending that Mott MacDonald, one of the prequalified firms already under contract, perform this work.

Mott MacDonald will prepare a report compiling planning, survey, feasibility studies, rough order of magnitude cost estimate and concept designs of aerial and underground connections to the existing Green Line, while maintaining the required operation and clearances to the at-grade freight lines. Any operational limitations will be identified for each concept, as well as clearance or interference with Federal Aviation Authority (FAA) imaginary surfaces related to the San Diego International Airport runway. Alignment



options into the airport and serving the terminals will be developed as part of the Consultant's scope of work.

On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process. MTS selects the most qualified firm based on the scope of work to be performed. Mott MacDonald was deemed the most qualified for this scope of work.

MTS staff developed an independent cost estimate (ICE) for this project and has determined that the pricing proposal from Mott MacDonald was fair and reasonable.

MTS ICE	\$130,000.00
Mott MacDonald Price Proposal	\$119,758.16

For this project, Mott MacDonald will not utilize subcontractors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA1951-AE-42 to MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald in the amount of \$119,758.16 to evaluate a trolley connection to San Diego International Airport.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft Work Order WOA1951-AE-42, MTS Doc. No. G1951.0-17

June 13, 2019

MTS Doc. No. G1951.0-17  
Work Order No. WOA1951-AE-42

Mr. Dan Tempelis  
Senior Vice President  
Mott MacDonald, LLC  
401 B Street, Suite 1520  
San Diego, CA 92101

Dear Mr. Tempelis:

Subject: MTS DOC. NO. G1951.0-17, WORK ORDER WOA1951-AE-42, GENERAL ENGINEERING SERVICES - PROJECT STUDY REPORT (PSR) FOR TROLLEY CONNECTION TO SAN DIEGO INTERNATIONAL AIRPORT

This letter shall serve as our agreement for Work Order WOA1951-AE-42 to MTS Doc. No. G1951.0-17, to prepare a Project Study Report (PSR) for a trolley connection to San Diego International Airport.

#### SCOPE OF SERVICES

Provide engineering services to prepare a PSR for a trolley connection to San Diego International Airport. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

#### SCHEDULE

The Scope of Services, as described above, shall remain in effect for eight (8) weeks from the date of the Notice to Proceed.

#### PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$119,758.16.

Please sign below, and return the document to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect.

Sincerely,

Accepted:

Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Dan Tempelis, Senior Vice President  
Mott MacDonald, LLC

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

Attachments: Attachment A, Scope of Services  
Attachment B, Negotiated Fee Proposal



# **Airport Connection Feasibility Study Draft 3**

Scope of Work

May 28, 2019

San Diego Metropolitan Transit System





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# Scope of Work

## Feasibility Study– Airport Connection

The scope of this Work Order is to support San Diego Metropolitan Transit System (MTS) with planning, feasibility studies, and rough order of magnitude cost estimate for a trolley connection to San Diego International Airport.

The feasibility of aerial and underground connections to the existing Green Line, while maintaining the required operation and clearances to the at-grade freight, Amtrak and Coaster services, will be examined and concept designs will be developed. Any operational limitations will be identified for each concept, as well as clearance or interference with FAA imaginary surfaces related to the San Diego International Airport runway.

## 1 Project Management and Coordination

This task includes management and administration activities that will be provided by the Consultant consistent with the technical scope of services and with the requirements of MTS. Project Management includes the management and leadership effort required to successfully guide the team through the scope of services. Project Management also includes meeting Mott MacDonald's assurance and quality control (QA/QC) process to ensure that deliverables are correct, timely and appropriate. The Consultant team's Project Manager (PM) will be the single point of contact with MTS regarding task administration and will be responsible for all aspects of the project, including the quality of the design and the delivery of the project milestones within schedule and budget.

### 1.1 Project Administration

Consultant will perform administrative functions associated with the on-going management of the contract Work Order as it relates to the work herein. Activities include but are not limited to routine contract administration, setting up four team meetings, preparing meeting agendas, taking and distributing meeting minutes, developing and tracking action items, scheduling activities, reproducing and distributing deliverables, monitoring budget and task order closeout, among other activities.

#### 1.1.1 Project Controls

Consultant will monitor and report budget, schedule and technical performance. Consultant shall prepare and distribute monthly project status reports.

#### 1.1.2 Quality Assurance

Consultant will define planned and systematic actions that provide adequate confidence to Consultant management and MTS that an activity or service consistently fulfills the requirements for its intended purpose and the quality standards of MTS. Quality review shall be provided by competent individuals to ensure adequacy of reports and deliverables consistent with professional formats.

## 1.2 Schedule

This Work Order will be completed within 12 weeks from NTP. A fatal flaw analysis will be complete within the first four weeks. Meetings will be arranged in weeks 2, 4, 6 and 10 after NTP. Rough Order of Magnitude Cost Estimates will be developed for two concepts selected by MTS at the meeting on week 10.

# 2 Alternatives Analysis

Project alternatives described below would include aerial or underground schemes as well as dual wye or single wye connections.

## 2.1 Task 1 – Project Management, Coordination and Meetings

As described in Section 1 above, this task includes 4 meetings with the team over the 12 week period of the work.

## 2.2 Task 2 – Survey

We anticipate 1-2 days of surveying, plus processing of data. The survey will collect data on spot elevations along California Street between West Palm Street and West Hawthorne Street, locations of accesses to properties, and approximate track profile and geometry along this reach. The profile along West Laurel Street from California Street to Pacific Highway will also be confirmed. The survey will have an accuracy of +/- one inch, which is considered adequate for this Feasibility Study.

## 2.3 Task 3 - Conceptual Designs for Wye Connection

Consultant to provide feasibility analysis to confirm the viability of a new wye connection to the existing LRT. Full, all track Wye connections, as well as other options with less geometric constraints will be studied.

### 2.3.1 Task 3a – Existing Conditions and Base Model

Consultant will make use of existing and publicly available information including aerial imagery, digital terrain models, LRT Record Drawings, surveyed projects in the areas of interest and GIS databases, to create a 3D-base model of the area that depicts existing conditions, including existing utilities from available information and visible features at ground level. FAA imaginary surfaces near the runway will also be included in the model to the extent that relate to the alternatives under consideration. Following is a list of related FAA documents that will be used in this study:

- [AC 150/5300-13A – Airport Design](#) (including [Interim Guidance on Land Uses within a RPZ](#))
- [Code of Federal Regulations, Title 14 Part 77](#)

The 3D-model will be used to show proposed designs in a real time environment and will enable the team to visually compare existing conditions with proposed designs.

### 2.3.2 Task 3b – Aerial Connection at Laurel

Consultant will determine feasibility of providing connections on the elevated guideway which has constrained geometry and provides operational restraints. Realignment and lowering of the at-grade freight tracks west into California Street will be studied. Concepts will also be developed for a wye connection on a new aerial structure which could remove geometry constraints. All aerial concepts at this location would need to provide required permanent and temporary clearances over the freight railroad. The proximity of the proposed alignment and related facilities to the imaginary surface of the runway will also be examined. Work will include a high level assessment of concepts for new structures for the connection to identify any fatal flaws.

### **2.3.3 Task 3c – Underground Connection between Hawthorne and Grape**

Consultant will determine feasibility of underground connections that connect to the existing LRT between Hawthorne and Grape overcrossings and minimize impacts to existing service including the overcrossings, which facilitate the primary vehicular traffic from and to the I-5 freeway and the airport. All alignments at this location would need to provide feasible means of staging construction such that freight traffic can remain operational during construction.

## **2.4 Task 4 - Rough Order of Magnitude Cost Estimate**

Consultant to complete a comparative planning level cost assessment on two selected alternatives, which will be selected by MTS after the initial findings that will be presented in workshops.

## **2.5 Task 5 – Feasibility Study Report**

A feasibility analysis report will be provided to document the findings of the study.

# **3 Work Order Deliverables**

- (4) project team meetings and materials, including presentations of the concepts developed
- Exhibits of alternatives developed to support discussions with other stakeholders
- Feasibility Analysis Report

# **4 Assumptions**

- MTS to provide design guidelines/criteria or will approve the use of industry accepted design guidelines/criteria
- MTS to provide as-builts in PDF or DGN (preferable, but not required) of the study area
- MTS to provide flagging services for the survey crew working along the existing tracks
- MTS to provide any right of way and utility information that may be available
- Existing utilities based on available information and ground features will be identified; however required relocations will not be addressed at this time
- Assessment of the existing structure at Laurel for any additional loads and forces is excluded
- No more than two (2) alternatives will need to be carried forward into a cost estimating phase

## **5 Attachment B – Cost Proposal**



# Work Order Estimate Summary

Att. A, AI 24, 6/13/19

MTS Doc. No.

Work Order No.

WOAXXX-AE-XX

Attachment:

B

Work Order Title: Airport Connection Feasibility Study

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$119,758.16
2			
3			
4			
5			
6			
7			

Totals =

\$119,758.16

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	96.0	\$18,446.92
2	Task 2	Survey & Mapping (Aguirre & Associates)	20.0	\$3,881.16
3	Task 3	Conceptual Design for Wye Connection	432.0	\$68,160.44
4	Task 4	Rough Order of Magnitude Cost Estimate	136.0	\$23,798.16
5	Task 6	Feasibility Study Report	36.0	\$5,471.48
6				
7				
8				
9				
10				
11				

Totals =

720.0

\$119,758.16

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald, LLC	700.0	\$115,877.00
X				Aguirre & Associates	20.0	\$3,881.16
X				Sub 2		

Totals =

720.0

\$119,758.16



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San Diego, CA 92101-7490  
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## Agenda Item No. 25

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS

June 13, 2019

**Draft for**  
**Executive Committee**  
**Review Date: 6/6/19**

SUBJECT:

40-FOOT LOW-FLOOR ELECTRIC BUS AND ADDITIONAL DEPOT CHARGERS –  
CONTRACT AMENDMENT

**THIS ITEM WILL BE  
PROVIDED WITH BOARD  
MATERIALS**







1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
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## Agenda Item No. 26

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

PRINTED CIRCUIT BOARDS (PCBs) AND ELECTRONIC COMPONENTS – 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. L1476.0-19, a Sole Source agreement (in substantially the same format as Attachment A), with Siemens Mobility Inc. (Siemens) in the amount of \$1,157,285.97 for continued services providing PCBs and Electronic Components (as further described in Attachment B) for a 2-year period from July 1, 2019 to June 30, 2021.

#### Budget Impact

The total value of this agreement will not exceed \$1,157,285.97, inclusive of freight charges and California sales tax. Funding will be from the Light Rail Vehicle (LRV) Maintenance budget 350016-545100.

#### DISCUSSION:

MTS requires an agreement for the purchase and repair of PCBs and electronic components for Siemens' LRV models: SD100 (San Diego 6), S70 (San Diego 7) and S70us (San Diego 8). These critical components determine the acceleration/de-acceleration rates and speed of the vehicle, and as such are considered critical to the safety of the LRV. Siemens is the sole supplier for these components.

The commissioning and subsequent safety certification of the vehicles were performed with these components on board, and any deviation from the original design would require extensive and expensive re-testing and safety certification of the system and approval by California Public Utilities Commission. Substitutions increase risk of damage



to equipment, injury to employees or passengers and potential loss of life. In addition, MTS has neither the qualified personnel nor the facilities to make repairs to these highly technical and complicated electronic components.

Siemens offers the UTEX program to support the need for replacement PCBs and electronic components throughout the transit industry. This program offers pricing for purchasing as new, core exchange or repair/return. At MTS, parts are used on an as-needed basis as repairs are completed and stock room inventory levels are depleted. This agreement is necessary to accommodate current and immediate repair needs.

Siemens has established standard pricing for these components in order to ensure fair and equal pricing throughout the North American transit market. MTS compared the 2019 pricing offered to Charlotte Area Transit System and Houston Metro and found both similar to Siemens' proposed pricing. This current pricing proposal reflects no increases to the previously contracted price from Siemens and is equal to staff's Independent Cost Estimate.

Since the repair and purchase units/amounts are unknown, MTS performed an Independent Cost Estimate (ICE) based upon purchase history of applicable items for the prior 12 months and used this as the estimated future usage. The total of the ICE was \$553,487.35. This amount was escalated by 3% annually as shown below for future years, a cost that staff deems to be fair and reasonable.

Year 1 - \$570,091.61  
Year 2 - \$587,194.36  
Total: \$1,157,285.97

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1476.0-19, a Sole Source agreement (in substantially the same format as Attachment A), with Siemens Mobility Inc. in the amount of \$1,157,285.97 for continued services providing PCBs and Electronic Components.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Standard Procurement Agreement MTS Doc. No. L1476.0-19  
B. Spare Parts Price List

<b>L1476.0-19</b> <b>CONTRACT NUMBER</b>
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**STANDARD PROCUREMENT AGREEMENT  
FOR  
PRINTED CIRCUIT BOARDS (PCBs) AND ELECTRONIC COMPONENTS**

This Agreement is entered into this 1<sup>st</sup> day of July 2019, 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: <u>Siemens Mobility Inc.</u>	Address: <u>Rolling Stock</u>
Form of Business: <u>Corporation</u> (Corporation, partnership, sole proprietor, etc.)	<u>7464 French Road, Sacramento, CA 95828</u>
Telephone: <u>(916) 835-3106</u>	Email Address: <u>robin.stimson@siemens.com</u>
Authorized person to sign contracts: <u>Robin Stimson</u>	<u>Vice President Business Development</u>
Name	Title

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

Purchase and repair of Printed Circuit Boards (PCBs) and Electronic Components for Siemens' LRV models: SD-100, S70 and S70us as specified in the Scope of Work (attached as Exhibit A), Siemens Price Proposal (attached as Exhibit B), and in accordance with the Standard Conditions Procurement (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is for two (2) years effective 7/1/2019 through 6/30/2021. Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,157,285.97 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: <u>VP Business Development</u>

Siemens Standard SIBAS Spare Parts Price List
SII Standard Terms and Conditions are applicable. No guarantees of parts availability in any pricing category is made at this time. While every effort will be made to maintain parts availability, Siemens reserves the right to edit the provided list to reflect discontinuations of certain price category options. Siemens will continue efforts to reduce pricing in this time period, and if effective, Siemens will pass the corresponding savings through to San Diego in a price sheet update.
<b>**48 hours upon receipt of purchase order and core. *UTEX lead time is subject to availability of stock on hand.</b>
***Items Marked " <b>Repair only</b> " have been discontinued for purchase as new parts. Component repair is still fully supported and will continue to be. If a returned component is found to be unrepairable, a new or refurbished replacement will be made available for purchase. "x" denotes a wild card. Any letter or number is acceptable.

San Diego 7, S70: ASG List

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#**	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	6FH4667	6FH4667-1AY25	VCU Complete A-car	Repair only***		n/a	n/a	Not to exceed \$45,000	
N/A	6FH4667	6FH4667-1AY23	VCU Complete B-Car	Repair only***		n/a	n/a	Not to exceed \$45,000	
C003	6FH9415	6FH9415	TCN GATEWAY	Call for quote		\$8,071	48 Hours	n/a	n/a
C019	6FH9514 (A-G)	6FH9514	CPU MODULE (486)	Repair only***		\$6,794	48 Hours	\$5,641	24 Weeks
C031	6FH9458	6FH9458	Multifunctional Vehicle Bus	Repair only***		\$4,364	48 Hours	n/a	n/a
C039	6FH9501	6FH9501	Multifunction Input/output	\$6,333	7-9 Months	\$5,700	48 Hours	\$2,603	24 Weeks
C047	6FH9371	6FH9371	Input Converter Binary 24v	\$3,481	7-9 Months	\$3,133	48 Hours	\$1,978	24 Weeks
C055	6FH9387	6FH9387	Output Contactor Drive	\$3,800	7-9 Months	\$3,420	48 Hours	\$2,354	24 Weeks
G031	6FH9336	6FH9336	RS485	Repair only***		\$5,585	48 Hours	\$4,758	24 Weeks
G039	6FH9433	6FH9433	CONVERTER	\$1,200	7-9 Months	\$1,080	48 Hours	\$748	24 Weeks
G047	6FH9151	6FH9151	5V±15V	\$2,481	7-9 Months	\$2,233	48 Hours	\$1,348	24 Weeks
J000	6FH6037	6FH6037	FAN MODULE	\$2,222	7-9 Months	\$2,000	48 Hours	\$1,285	24 Weeks
G131	A0453300	6FH6036-1AY40	Reference Value Converter 24V	Call for Quote		\$5,320	48 Hours	\$4,564	16 Weeks

San Diego 7, S70: Other Propulsion Items

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#**	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	A2634400	A22 0489111.03	Traction Container Complete, A-Car	Repair only***		n/a	n/a	Quoted after defective unit returned and evaluated. Not to exceed \$80,000	
N/A	A2634500	A22 0489111.02	Traction Container Complete, B-Car	Repair only***		n/a	n/a		
A100	A509259100.11	A50925910011	Compact Inverter Unit	Repair only***		Quoted after defective unit returned and evaluated. Not to exceed \$40,000		Quoted after defective unit returned and evaluated. Not to exceed \$40,000	
A90	463124951200	A5E00210071	Inverter Control Unit, ICU (6FH4714)	Repair only***		\$5,467	48 Hours	\$4,596	15-16 Weeks
A95	4509039120.00	450903912000	Voltage Transducer QPSW	Repair only***		n/a	n/a	\$1,028	n/a
L100	4PK9902-7AB	4PK99027AB	Line Reactor	Call for quote		n/a	n/a	Not to exceed \$16,500	
K100	HSBA432974R3423	HSBA432974R3423	Line Contactor	Call for quote		n/a	n/a	Not to exceed \$3,500	
A130, A131	BK1613-9R	649335	POWER SUPPLY 16.8-47V IN, 24 V	Call for quote		Call for quote		n/a	n/a
E100	2CS7 384-1RG81-0CB4	2CS73841RG810CB4	Radial Blower	Call for quote		Call for quote		Call for quote	
								Call for quote	

San Diego 8, S70 TBK9: ASG List (ASG PN 6FH4974-1A / 6FH4973-1A)

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	6FH4974	6FH4974	VCU Complete, B-car	Call for quote		n/a	n/a	Not to exceed \$45,000	
N/A	6FH4973	6FH4973	VCU Complete, A-car	Call for quote		n/a	n/a	Not to exceed \$45,000	
G047	A5E01335088	6FH9151	PCS 24V-110V/5V/+ -15V 50W	Call for quote		Call for quote		\$3,275	24 Weeks
J000	A5E01149628	6FH6041	Fan Subassembly	\$2,333	7-9 Months	\$2,100	48 Hours	\$1,291	24 Weeks
G063	463124943330	6FH9433	Adapter Converter	\$1,029	7-9 Months	\$926	48 Hours	Call for quote	
C019	A5E01407049	6FH9575	Central Processor	Repair only***		\$4,414	48 Hours	\$3,591	24 Weeks
C039	463124950134	6FH9592	EM1 Carrier and ACAN	Call for quote		Call for quote		\$2,828	24 Weeks
C055	463124950134	6FH9501	Multifunction I/O	\$6,333	7-9 Months	\$5,700	48 Hours	\$2,603	24 Weeks
G031	463124937154	6FH9371	Input Converter Binary 24V	\$3,481	7-9 Months	\$3,133	48 Hours	\$1,978	24 Weeks
G039	A5E01694678	6FH9541	Binary Output 24-36V/2A	\$4,425	7-9 Months	\$3,983	48 Hours	\$2,077	24 Weeks
C003	A5E00311077	6FH9415	TCN Gateway	Call for quote		\$8,071	48 Hours	n/a	n/a

San Diego 8, S70 TBK9: Other Propulsion Items

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#**	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
N/A	A1110060096	A5E02228250	Traction Container complete, A-car	Repair only***		n/a	n/a	Quoted after defective unit returned and evaluated. Not to exceed \$80,000	
N/A	A1110060096	A5E02228327	Traction Container complete, B-car	Repair only***		n/a	n/a		
A100	A5E02123716	A5E02123716	Compact Inverter Unit	Repair only***		Quoted after defective unit returned and evaluated. Not to exceed \$40,000		Quoted after defective unit returned and evaluated. Not to exceed \$40,000	
A900	A5E02240124	6FH4827	CONTROL UNIT, INVERTER, ICU	\$10,400	TBD	\$9,360	48 Hours	\$3,938	15-16 weeks
A95	4509039120.00	A5E02275694	Voltage Transducer QPSW	Repair only***		n/a	n/a	\$1,028	n/a
K100	A5E02278145	A5E02278145	Line Contactor	Call for quote		n/a	n/a	Not to exceed \$3,500	
L100	A5E02339939	A5E02339939	Line Reactor	Call for quote		n/a	n/a	Not to exceed \$16,500	
A130/1	A5E00329510	A5E00329510	POWER SUPPLY 16.8-47V IN, 24 V	Call for quote		Call for quote		n/a	n/a
E100	A5E02286908	2CS73841RG810CB4	RADIAL BLOWER	Call for quote		Call for quote		n/a	n/a

San Diego 8: Siemens APS

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
APS	A2V00001429113	A2V00001429113	SIBCOS-M2000-30-9	\$5,897	9 months	\$5,308	TBD	TBD	TBD
APS	A2V00001672055	A2V00001672055	voltage transducer QPSW 1000/600/400	\$450	1 Week****	n/a	n/a	\$1,028	n/a
APS	A2V00001442187	A2V00001442187	QPSW4200-03 4200V:50MA	\$1,002	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00001758353	A2V00001758353	qpsw-transducer 1000/600/400V	\$429	1 Week****	n/a	n/a	n/a	n/a
APS	A5E30103146	A5E30103146	Fan_DV4114_30VDC_5500U/Min	\$377	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00156035337	A2V00156035337	6K5-DRV-SEK	\$1,717	1 Week****	n/a	n/a	n/a	n/a
APS	A5E03407611	A5E03407611	over voltage protection (A3)	\$11,828	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00001719790	A2V00001719790	SIBCOS M9000	\$4,117	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00001305767	A2V00001305767	fan, radial 1800M3/H,380...480V SFI	\$3,901	1 Week****	n/a	n/a	n/a	n/a
APS	A5E03057371	A5E03057371	Dead Battery Start	\$6,789	9 months	Tiered TBD	TBD	Tiered TBD	TBD
APS	A2V00001429111	A5E03253522	SIBCOS M2500-2-9	\$10,316	9 months	\$9,285	48 Hours	\$3,673	5-7 months
APS	A5E03255132	A5E03255132	over voltage protection	\$14,728	9 months	\$13,255	48 Hours	\$2,922	5-7 months
APS	A5E03361649	A5E03361649	DCDC Converter	\$51,522	9 months	Tiered TBD	1 week	\$29,832	5-7 months
APS	A5E02878335	A5E02878335	PWMI 120kVA	\$59,217	9 months	Tiered TBD	1 week	\$24,256	5-7 months
APS	A5E03763330	A5E03763330	Battery charger - 14kVA	\$71,150	9 months	Tiered TBD	1 week	\$32,480	5-7 months
APS	TBD	TBD	S70 APS Complete	Repair only***		Quoted after defective unit returned and evaluated. Not to exceed \$100,000		Quoted after defective unit returned and evaluated. Not to exceed \$100,000	
APS	A2V00156033433	A2V00156033433	firing box	\$961	1 Week****	n/a	n/a	n/a	n/a
APS	A2V00156026371	A2V00156026371	ZS-MEL-02	\$1,936	1 Week****	n/a	n/a	n/a	n/a
APS	A5E03347060	A5E03347060	Battery Charge Module	Call for Quote		\$73,181	48 Hours	Quoted after unit returned and evaluated. Not to exceed \$50,000	
**** SII will stock these parts in limited quantities. Best efforts will be made to keep inventory in stock but no guarantees are made. If no on hand stock is available the lead time is 7-9 months.									

San Diego 6, SD100: ASG List

Item Information				Pricing and Lead Times					
ASG Loc	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
C003	A3594300	6FH8136-0xY20	Clock	Repair only***		N/A	N/A	\$3,367	24 Weeks
C019	A0999600	6FH9251-0xY70	CPU	Repair only***		N/A	N/A	\$3,627	24 Weeks
C027		6FH8155-xxxx	Memory	Repair only***		N/A	N/A	\$2,985	24 Weeks
C035	A0999601	6FH8098-0xY70	Chopper Control	\$6,025	9 months	\$5,423	48 Hours	\$3,171	24 Weeks
C043	A0999601	6FH8098-0xY70	Chopper Control	\$6,025	9 months	\$5,423	48 Hours	\$3,171	24 Weeks
C051	A0999301	6FH8151-0xY70	Digital Interface	Repair only***		N/A	N/A	\$3,550	24 Weeks
C059	A0999301	6FH8151-0xY70	Digital Interface	Repair only***		N/A	N/A	\$3,550	24 Weeks
C067	A0999300	6FH8117-0xY70	Inputs/Outputs Digital	\$6,175	9 months	\$5,558	48 Hours	\$3,273	24 Weeks
C075		6FH9080-0xxx	Analog Interface	\$9,325	9 months	\$8,393	48 Hours	\$4,107	24 Weeks
C083		6FH9082-0xD00	Control Sys Monitor	Repair only***		\$3,607	48 Hours	\$2,944	24 Weeks
C097	A2756600	E44010-A5700-L02-D	Power Supply Converter 24V/-15V 2A	\$4,500		\$4,050	48 Hours	\$2,349	24 Weeks
C115	A2756600	E44010-A5700-L02-D	Power Supply Converter 24V/-15V 2A	\$4,500		\$4,050	48 Hours	\$2,349	24 Weeks
C133	A0999700	E44010-A5700-L07-D	Power Supply Converter 24V/5V 8A	\$4,500		\$4,050	48 Hours	\$2,322	24 Weeks
C157	A0482100	6FH9273-0x	Power Start-up Unit 24V	\$15,714	9 months	\$14,143	48 Hours	\$4,509	24 Weeks
E000	A3391600	6FH6014-1A	Blower Tier	Repair only***				\$3,727	24 Weeks
G003		6FH9111-0xY70	Output Pulse Amp, GTO	Repair only***		\$4,704	48 Hours	\$3,831	24 Weeks
G011		6FH9111-0xY71	Output Pulse Amp, GTO	Repair only***		\$4,704	48 Hours	\$3,831	24 Weeks
G019	A2094000	6FH9274-0xY70	Output Contactor Drive	Repair only***		\$4,815	48 Hours	\$4,111	24 Weeks
G031	A2137000	6FH9274-0xY71	Output Contactor Drive	Repair only***		\$4,815	48 Hours	\$4,111	24 Weeks
G055	6FH9250-0AY70	6FH9250-0xY70	Input Conv. For Digital Signals	\$6,025	9 months	\$5,423	48 Hours	\$3,486	24 Weeks
G063	A2136900	6FH9250-0xY71	Input Conv. For Digital Signals	\$6,025	9 months	\$5,423	48 Hours	\$3,486	24 Weeks
G071	A1986400	6FH9250-0xY72	Input Conv. For Digital Signals	\$6,025	9 months	\$5,423	48 Hours	\$3,486	24 Weeks
G079	A1986401	6FH8113-0xY70	Input train Control	Call for quote		Call for quote		Call for quote	
G087		6FH9094-0xDx0	Input/Output Analog	\$4,175	9 months	\$3,758	48 Hours	\$2,323	24 Weeks
G103		6FH2040-0xDx0	Input Converter for Temp.	Repair only***		\$4,852	48 Hours	\$4,103	24 Weeks
G111	A2121400	6FH9262-0xY70	Output Measuring Amplifier	Repair only***		\$4,143	48 Hours	\$3,485	24 Weeks
G131	A2910800	6FH6010-1x	Reference Value Converter	Repair only***		\$4,929	48 Hours	\$4,103	24 Weeks

San Diego 6, SD100: Other Propulsion Items

Item Information				Pricing and Lead Times					
Desg	SII RL Part#	Master Part#	Description	New	Lead Time	Utex*	Lead Time**	Repair Return	Lead Time
	422901908024	422901908024	Firing Board 2005 Edition Old for New	Call for quote		Call for quote		n/a	n/a
	422901908024	422901908024	Firing Board 2005 Edition Old for New (4+)	Call for quote		Call for quote		n/a	n/a
K1,2,5	299453	3TC7814-OEB	Power Contactor (Double)	Call for quote		Call for quote		n/a	n/a
K3,4,6	299446	3TC7414-OEB	Power Contactor (Single)	Call for quote		Call for quote		n/a	n/a
C1 - C6	B25353V0208K004	B25353V0208K004	DC Link Capacitor	Call for quote		Call for quote		n/a	n/a
	A0448200	A0448200	CETAC Power Supply GTO	Call for quote		Call for quote		n/a	n/a
E100	2CS7382-1LG9Z-4691	2CS7382-1LG9Z-4691	RADIAL BLOWER	Call for quote		Call for quote		n/a	n/a





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## Agenda Item No. 27

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 13, 2019

**Draft for  
Executive Committee  
Review Date: 6/6/19**

#### SUBJECT:

VENDOR MANAGED INVENTORY (VMI) PROGRAM FOR TROLLEY MAINTENANCE  
SPARE PARTS – CONTRACT AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Document Number L1507.0-19 (in substantially the same format as Attachment A) with Siemens Mobility Inc. (Siemens) for the supply of certain maintenance spare parts under a vendor managed inventory (VMI) framework for an amount not to exceed \$7,500,000.00.

#### Budget Impact

The value of this agreement will not exceed \$7,500,000.00 effective July 1, 2019 through June 30, 2026. Funding for each respective fiscal year will be included in the MTS Trolley Light Rail Vehicle (LRV) Maintenance Department budget 311014-545100.

#### DISCUSSION:

MTS performs maintenance for its fleet of 137 light rail vehicles. The spare parts used to facilitate the maintenance are currently purchased from multiple suppliers. This leads to inefficiency and increases the potential for not having the required stock on hand. In 2018, MTS participated in a joint solicitation with the Utah Transit Authority (UTA) and TriMet (Portland, Oregon) to source a supplier to provide parts under a fixed price agreement and incorporating guaranteed lead times.

The goal of this initiative is to develop a partnership with a firm or multiple firms who, based on certain maintenance schedules and historical usage information provided by the Agencies, will work with the original equipment manufacturers (OEMs) and/or



aftermarket part manufacturers / distributors to ship requested parts within 24 hours of issuance of a purchase order at a fixed price.

A list of goals was developed by the Agencies that included:

- Reduce overall part stocking levels
- Improve parts availability
- Leverage savings through alternative and local sourcing
- Provide engineering and sourcing services

The Agencies set forth the basic requirements in the solicitation that are centered on fixed price and guaranteed lead time. Proposers were instructed to submit pricing that either met or came in lower than our current pricing. Future inflationary price increases are allowed, however the increase is capped at three percent (3%) per year. In addition, the contract allows for parts to be added or withdrawn, ensuring MTS is purchasing these parts at the optimum price.

On April 25, 2018, UTA released a Request for Proposals (RFP) Doc No. 17-2218JH to solicit offers from qualified firms for a Joint VMI program for Transit, Trolley and Maintenance of Wayside (MOW) spare parts covering the requirements for MTS, TriMet and UTA. Two proposals were received for trolley parts on August 10, 2018 from the following firms:

<b>Proposer</b>	<b>Price (Single Year – Bid Items)</b>
Alstom Transportation, Inc.	\$ 1,037,674.20
Siemens	\$1,220,940.19

After an initial review, the evaluation team initially selected Alstom Transportation Inc.as the trolley parts supplier; however, a contract could not be successfully negotiated due to the reasons that Alstom was unable to maintain the pricing adjustment within the requested guidelines of the scope of work in addition included a management fee. The evaluation team determined to cease negotiations with Alstom and engage in negotiations with Siemens. The evaluation team met with Siemens on March 13, 2019, and were able to reach an agreement on contract terms.

As part of the negotiations with Siemens, there was a slight adjustment to the list caused by part category and consumption adjustments that resulted in modifications to the final part list and annual spend to slightly over \$888,000.00 per year (see Attachment B for full parts listing). The total spend for the program, with some growth volume included and potential consumption changes, is anticipated to be \$7,500,000.00 over a 7-year period. In addition and as a result of the guaranteed lead time, MTS is expecting to reduce its stock holdings and thereby mitigate the risk of part obsolescence and carrying cost.

Therefore staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Document Number L1507.0-19 (in substantially the same format as Attachment A) with Siemens Mobility Inc. (Siemens) for the supply of certain maintenance spare parts under a VMI framework for an amount not to exceed \$7,500,000.00.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. L1507.0-19



