



1255 Imperial Avenue, Suite 1000
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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 11, 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. | APPROVAL OF MINUTES – June 6, 2019 | Approve |
| C. | COMMITTEE DISCUSSION ITEMS | |
| 1. | Revisions to MTS Board Policy No. 18, “Joint Development Program” (Sharon Cooney)
Action would discuss proposed revisions to MTS Board Policy No. 18, “Joint Development Program”, and provide direction to staff. | Possible
Action |
| 2. | Security Contract Amendment (Manny Guaderrama)
Action would forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute Amendment Number 6 to MTS Doc. No. G1828.0-15, with Allied/Universal dba Transit Systems Security, in the amount of \$1,980,114 for the provision of security services. | Possible
Action |
| 3. | Transit and Intercity Rail Capital Program (TIRCP) Funded Planning Projects Update (Denis Desmond) | Informational |

Please SILENCE electronics
during the meeting

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



- | | | |
|----|---|--------------------|
| 4. | <p>CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8</p> <p><u>Property:</u> 5159 Baltimore Drive (Assessor Parcel No. 470-050-16)</p> <p><u>Agency Negotiators:</u> Karen Landers, General Counsel, and Tim Allison, Manager of Real Estate Assets</p> <p><u>Negotiating Parties:</u> DJR Companies, LLC</p> <p><u>Under Negotiation:</u> Price and Terms of Payment</p> | Possible
Action |
| 5. | <p>CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8</p> <p><u>Property:</u> The San Diego and Arizona Eastern Railway Company (SD&AE) Desert Line from approximate Mile Post 60 to approximate Mile Post 130 (Division to Plaster City) in San Diego and Imperial Counties</p> <p><u>Agency Negotiators:</u> Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets</p> <p><u>Negotiating Parties:</u> Baja California Railroad, Inc. (BJRR)</p> <p><u>Under Negotiation:</u> Price and Terms of Payment under Desert Line Lease and Operating Agreement</p> <p>CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to California Government Code Section 54959.9(d)(4) (One potential case)</p> | Possible
Action |
| D. | <u>REVIEW OF DRAFT July 25, 2019 MTS BOARD AGENDA</u> | |
| E. | <p><u>REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA</u></p> <p>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.</p> | Possible
Action |
| F. | COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS | |
| G. | PUBLIC COMMENTS | |
| H. | NEXT MEETING DATE: <i>August 15, 2019 (cancellation pending)</i> | |
| I. | ADJOURNMENT | |

DRAFT

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

June 6, 2019

MINUTES

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased].

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

Ms. Salas moved for approval of the minutes of the March 14, 2019, MTS Executive Committee meeting. Ms. Rios seconded the motion, and the vote was 5 to 0 in favor with Ms. Montgomery absent.

C. COMMITTEE DISCUSSION ITEMS

1. Quarterly Mid-Coast Corridor Transit Project Update (John Haggerty of SANDAG)

Frank Owsiany, SANDAG Senior Engineer, provided a quarterly Mid-Coast Corridor Transit Project update. He reviewed the project alignment; construction progress; Disadvantaged Business Enterprise (DBE) utilization; and construction schedule. Mr. Owsiany provided a construction update and presented photos of ongoing construction. He reviewed the Light Rail Vehicle purchase status; public involvement details; accomplishments from the last quarter; and next steps going forward.

Eric Adams, SANDAG Senior Project Manager, continued the presentation and presented samples of the at-grade stations and finishes for the project. He provided examples and samples of the station finishes for Tecolote Road, Clairemont Drive, Balboa Avenue, and the VA Medical Center.

The Executive Committee thanked staff for the presentation and for their thoughtfulness in designing the various stations. The Committee recommended for staff to go back to the VA Medical Center and try to compromise on a station design that will work for all parties.

Action Taken

No action taken. Informational item only.

2. PUBLIC COMMENTS – CLOSED SESSION

Scott Sherman – Councilmember Sherman provided a presentation related to the Grantville Trolley site and Alvarado Creek. He reviewed the details of the Alvarado Creek Revitalization Study. Councilmember Sherman noted that the creek has severe flooding problems every year, which is why they have been working on a plan to

revitalize the creek. He presented pictures of the site area and the flood impact zones. Councilmember Sherman stated that he is advocating for the MTS Board to approve MTS funding their portion of the Alvarado Creek revitalization in connection with the Grantville Trolley housing development. The Councilmember's PowerPoint presentation is included in the final meeting packet.

Liz Saidkhanian – This speaker gave their time to Councilmember Sherman.

Barrett Tetlow – This speaker gave their time to Councilmember Sherman.

Jeff Powell – This speaker gave their time to Councilmember Sherman.

T. R. Caster – Mr. Caster commented about the Grantville Trolley Site and Alvarado Creek. He stated that he hopes everyone that has property touching the Alvarado Creek put their fair share of financial investment into the revitalization.

David Smith – Mr. Smith commented on behalf of the Navajo Community Planning Group. He stated that they are still unclear as to MTS's financial responsibility of the Alvarado Creek revitalization. Mr. Smith stated that the Navajo Community Planning Group has been working for years to enhance and build a pedestrian, urban and transit friendly community at and around the Grantville Trolley Station. He asked for MTS to pay their fair share of the Alvarado Creek revitalization.

Brian Caster – Mr. Caster commented that he is concerned that the private property owners have spent a significant amount of money to improve the Alvarado Creek and that MTS has not provided any funding for this revitalization. He stated that if these improvements are not made, then there would be a significant amount of housing units not able to be developed. Mr. Caster stated that the MTS Board should approve funding for these improvements.

Jay Wilson – Mr. Wilson commented that he is a Navajo Community resident and Board Member. He stated that he encourages MTS to approve the funding of the Alvarado Creek improvements. Mr. Wilson stated that there are severe flooding issues every year at the creek.

Wes Ahrens – Mr. Ahrens commented that he is concerned about access to the properties surrounding the Alvarado Creek. He stated that flooding prohibits public access from the surrounding properties to the trolley station. Mr. Ahrens asked for the Board to fund their fair share into the creek revitalization.

Alice Kulikowski – Ms. Kulikowski commented on behalf of the Ahrens and Blood family owners at Grantville. She discussed the need for the Alvarado Creek improvements to prevent continued flooding issues in the area and asked for MTS to fund their portion of the improvements.

Mike Habib – Mr. Habib commented on behalf of the private property owners at Grantville. He discussed the potential for additional housing developments that could be built on these properties if all of the creek improvements were completed.

Daniel Smith – Mr. Smith commented on behalf of the private property owners at Grantville. He stated that he has been working on this project for 30 years. Mr. Smith urged the Executive Committee to visit the Grantville site and see the work that needs to

be completed to the creek. He stated that MTS should put in their fair share of funding into the revitalization to the property.

Noli Zosa – Mr. Zosa commented on behalf of the Linda Vista Planning Group. He commented about the housing crisis in the region and that the Grantville site could be a model for other potential development sites. Mr. Zosa stated that there needs to be improvements to the Alvarado Creek in order to fully develop the Grantville property to its maximum capacity.

G. PUBLIC COMMENTS (TAKEN OUT OF ORDER)

Shelly Minafee – Ms. Minafee commented that she has worked for years with the homeless population and discussed issues with the high cost of citations given to riders without a transit fare.

Clive Richard – Mr. Richard commented about his concerns with the economy and the potential for the region and MTS not being prepared for an economic fallout after years of expansion.

The Executive Committee convened for Closed Session at 10:24 a.m.

C2. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to California Government Code Section 54956.8

Property: 4464 – 4574 Alvarado Canyon Road, San Diego CA (Assessor Parcel Nos. (APN) 461-320-12, 29, and 07)

Agency Negotiators: Paul Jablonski, Chief Executive Officer, Karen Landers, General Counsel, Sharon Cooney, Chief of Staff, and Tim Allison, Manager of Real Estate Assets

Negotiating Parties: Affirmed Housing Group, Inc.; Greystar Real Estate Partners, LLC

Under Negotiation: Price and Terms of Payment

The Executive Committee reconvened from Closed Session at 11:30 a.m.

Oral Report on Final Actions Taken in Closed Session

C2. The Executive Committee received a report and gave instructions to negotiators.

D. REVIEW OF DRAFT June 13, 2019 BOARD AGENDA

Recommended Consent Items

6. Taxicab Contracts Renewal

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”

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
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
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
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
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
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
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
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.
15. Supply of Non-Revenue Vehicle Fuel (Diesel and Unleaded) – Contract Award
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.
16. On-Call Job Order Contracting (JOC) Railroad Construction Services – Herzog Contracting Corp. – Contract Award
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.
17. On-Call Job Order Contracting (JOC) General Building and Facilities Construction Services – Contract Award
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.

18. Revenue Vehicle Fleet Seat Upholstery Replacement and Repair Services
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.
19. Trapeze Software License and Maintenance Support Renewal – Sole Source Contract Award
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 CEO's discretion.
20. Vehicle Paint Supply – Sole Source Contract Award
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.
21. Davra Networks, RuBAN Software and Support Contract Amendment – Trolley Real Time Project
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.
22. Conduent Transportation Solutions, Inc. for Regional Transit Management System (RTMS) Hardware and Software Upgrades – Sole Source Award
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.
23. Task Order Contract Approval to Perform Community Outreach and Operating Plan Development for the South Bay Feeder Bus Service
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
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
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
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
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.
28. Taxicab Advisory Committee Permit Holder Member Election Results
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.
29. Taxicab Advisory Committee Lease Driver Member Election Results
Action would approve appointing new members to the Taxicab Advisory Committee as stated in the results of the Taxicab Advisory Committee member election.

BOARD COMMENTS

Ms. Rios inquired about consent items 7 and 18. Ms. Rios asked staff what prompted the proposed changes to Policy 22 for consent item 7. Karen Landers, General Counsel, replied that the proposed changes would update the requirements to the Audit Oversight Committee to allow the MTS Board Chair to also serve as the Audit Oversight Committee Chair. She noted that the proposed changes also include other minor cleanup to the policy. Ms. Rios also asked about consent item 18 and inquired about the upholstery for the bus fleet. She asked if we would be changing the bus seating to vinyl, similar to the trolley seating. Sam Elmer, Manager of Procurement, replied that vinyl seating is currently being tested on the buses.

Chair Gomez commented about consent item 24. She stated that she would like SANDAG to cover the costs for this study. She noted that she and MTS staff would look into this more prior to the Board meeting.

E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA

Sharon Cooney, Chief of Staff, stated that as part of AB 805, SANDAG is required to report to the legislature their efforts in funding and building transit in the region. She noted that report is included in the next SANDAG Transportation Committee agenda.

F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

There were no Committee Member Communications and Other Business discussion.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for July 11, 2019, at 9:00 a.m.

I. ADJOURNMENT

Chair Gomez adjourned the meeting at 11:38 a.m.

Chairperson

Attachment: Roll Call Sheet

EXECUTIVE COMMITTEE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ROLL CALL

MEETING OF (DATE) June 6, 2019

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

RECESS _____

RECONVENE _____

CLOSED SESSION 10:24 a.m.

RECONVENE 11:30 a.m.

ADJOURN 11:38 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ARAPOSTATHIS	<input checked="" type="checkbox"/> (Arambula) <input type="checkbox"/>	9:00 a.m.	11:30 a.m.
FLETCHER	<input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:00 a.m.	11:38 a.m.
GOMEZ (Chair)	<input checked="" type="checkbox"/>	9:00 a.m.	11:38 a.m.
MONTGOMERY	<input type="checkbox"/> (Ward) <input type="checkbox"/>		
RIOS (Vice-Chair)	<input checked="" type="checkbox"/>	9:00 a.m.	11:38 a.m.
SALAS	<input checked="" type="checkbox"/> (Sandke) <input type="checkbox"/>	9:00 a.m.	11:38 a.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

Kallea



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Agenda Item No. C1

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 11, 2019

SUBJECT:

REVISIONS TO MTS BOARD POLICY NO. 18, "JOINT DEVELOPMENT PROGRAM"
(SHARON COONEY)

RECOMMENDATION:

That the Executive Committee discuss proposed revisions to MTS Board Policy No. 18, "Joint Development Program", and provide direction to staff.

Budget Impact

None at this time.

DISCUSSION:

Board Policy 18 guides staff's efforts to develop and utilize property owned and acquired by the Board. The Board revised Policy 18 in 2018 and later approved a procedural manual for external use by potential developers.

At the June Board meeting staff was directed to return to the Board with further revisions to Policy 18. Attachment A is a draft document for purposes of fostering discussion by the Executive Committee. The proposed changes would apply prevailing wage requirements and requirements for use of skilled and trained labor included in the California Public Contracts Code to private developments on MTS-owned property.

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

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

Attachment: A. Proposed Revised Board Policy 18



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Policies and Procedures

No. 18

SUBJECT:

Board Approval: ~~10/11/18~~7/25/19

JOINT DEVELOPMENT PROGRAM

PURPOSE:

MTS manages a portfolio of real property assets whose primary purpose is to fulfill the functional needs of transit operations. These real property assets can also be developed to enhance the financial stability of MTS operations, promote increased transit utilization, and achieve other community development objectives. MTS seeks to work in close partnership with its service area cities and the County of San Diego to identify and implement joint development opportunities. Promoting quality transit oriented development on or near the transit system can generate new opportunities to create direct and indirect revenue for MTS while contributing to environmentally sustainable livable communities that are focused on transit accessibility.

POLICIES:

- A. Joint use and development of MTS property shall always prioritize transit operational needs above all other considerations.
 - 1. MTS shall preserve the ability to safely operate and maintain transportation facilities on its properties.
 - 2. For any development project pursued at an MTS park-and-ride, an analysis shall be undertaken to determine the appropriate level at which existing parking should be replaced, with full consideration of the relative growth in future ridership that can result from dense joint development.
 - 3. Development projects pursued under the Joint Development Program shall strive to include physical improvements and/or transit programs (such as free or subsidized transit passes) that encourage utilization of multi-modal transit services and increase long-term ridership.
- B. Joint development projects are expected to generate value to MTS, either through direct/indirect revenue generation or through the construction of new transit facilities on behalf of MTS.



1. MTS shall not gift its assets.
 2. Projects should minimize financial risk to MTS.
 3. Due diligence in entering into a joint development with a third party should be performed to ensure the viability of the project.
- C. MTS will seek projects that create vibrant, transit-oriented communities that offer a range of housing types, job opportunities, and services centered around public transit facilities.
1. Residential development projects pursued under the Joint Development Program shall strive to provide the highest possible residential density.
 2. Development projects pursued under the Joint Development Program shall comply with all the review and approval policies and procedures of the local jurisdictions in which the respective projects are sited.
 3. Development projects pursued under the Joint Development Program shall strive to incorporate the urban design standards of the localities with jurisdiction over them, and the “best practices” identified by industry leaders in transit-oriented development.
 4. MTS shall encourage direct connections to transit stops and stations from surrounding development.
 5. The Joint Development Program is intended to be consistent with State of California Greenhouse Gas reduction goals.
 6. In recognition that residents in affordable housing units have a higher likelihood for transit utilization, residential joint development proposals shall include a minimum set aside of 20% of units for very low (<50% Average Median Income (AMI)) and low (51-80% AMI) income households.
 7. All joint-development projects under this Policy No. 18 shall be constructed consistent with the requirements for a public works project under Labor Code sections 1720 and 1771 and any applicable regulations.
 8. A joint development agreement between MTS and a private entity shall include a requirement that the developer’s construction comply with Public Utilities Code section 120221.5.
- D. In order to promote the best possible projects for joint development, MTS shall engage in an open and competitive solicitation for choosing development partners. In the event that MTS receives an unsolicited proposal, MTS shall publically notice the unsolicited bid and allow for other development interests to submit a competing proposal within 30 days for consideration by the MTS Board of Directors.

IMPLEMENTATION PROCESS:

- A. The Chief Executive Officer shall develop written procedures necessary to fully implement this Policy within 3 months of its adoption. The written procedures shall be approved by the MTS Board of Directors.
- B. MTS shall identify right-of-way property and facilities and keep such inventory current. All property so inventoried shall be analyzed for its availability for joint use or development by either sale or lease. This inventory shall be reviewed by the MTS Board annually. Included in this inventory will be a listing of all agreements and their current status.

Original Policy approved on 3/8/82.

Policy revised on 12/20/84.

Policy revised on 2/8/96.

Policy revised on 6/26/97.

Policy revised/renumbered on 2/12/04.

Policy revised on 1/18/07.

Policy revised on 10/11/18.

Policy revised on 7/25/19.



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Agenda Item No. C2

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 11, 2019

SUBJECT:

SECURITY CONTRACT AMENDMENT (MANNY GUADERRAMA)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute Amendment Number 6 to MTS Doc. No. G1828.0-15, with Allied/Universal dba Transit Systems Security, in the amount of \$1,980,114 for the provision of security services.

Budget Impact

The total estimated cost of this amendment would not exceed \$1,980,114. This amendment would increase the contract value to \$41,149,812 with the final two contract option years totaling \$18,657,636.

DISCUSSION:

Allied Universal dba Transit Systems Security (TSS), our Contract security company, is having difficulty hiring and retaining qualified armed guards at the current rate of \$15.00 per hour. As of July 1, 2019, TSS was currently understaffed by 26 armed officers, negatively impacting our ability to provide adequate, professional and high-quality security service. The raise in hourly wage is needed to attract and retain qualified armed officers. Under this proposed amendment, armed security officers would receive a pay increase to \$19.00 per hour for the first half of FY 2020, with an additional \$.25 raise in the second half of FY 2020. Another \$.25 raise would occur in the second half of 2021, the final six months of the second option year. Armed supervisors would receive an initial pay increase to \$21.00 and will maintain a \$2.00 differential over an armed officer throughout the remaining two option years of the contract.



Transit System Security will pay a 1.25% penalty if they are not able to meet an average of 95% of staffing levels for the month on the following month's bill. The penalty will be applied to the entire bill, not just the armed staffing portion. Transit System Security will have 60 days from the signed agreement date to comply with the full staffing requirements. Security officers in training will not count toward staffing levels.

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

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

Attachment: A. Draft Amendment Number 6 to MTS Doc. No. G1828.0-15

July 25, 2019

MTS Doc. No. G1828.6-15

Steve Claton, President, Southwest Region
Allied Universal dba Transit System Security
1551 N. Tustin Avenue, Suite 650
Santa Ana, CA 92705

Dear Mr. Claton:

Subject: AMENDMENT NO. 6 TO MTS DOC. NO. G1828.0-15; SECURITY SERVICES

This shall serve as Amendment No. 6 to our agreement for security services as further described below.

SCOPE

There is no change to the Scope of Services.

SCHEDULE

There is no change to the Schedule.

PAYMENT

Under this Amendment, both parties agree that the payment provision shall be revised as follows:

- Increased hourly wages for security officers. See Exhibit A.

The pay rate increases shown in Exhibit B shall be effective for work performed from July 1, 2019 forward.

With these amendments, the parties acknowledge the new spending authority is \$41,149,812, as further detailed in Exhibit A.

FY17	FY18	FY19	FY20	FY21	TOTAL
\$8,248,549	\$6,726,303	\$7,517,232	\$9,194,614	\$9,463,022	\$41,149,812

Allied Universal dba Transit System Security
Mr. Steve Claton
July 25, 2019
Page 2

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Steve Claton, President
Allied Universal dba Transit System Security

Date: _____

CL-G1828.6-15.ALLIED.JRIDER.7.25.2019

Cc: M. Guaderrama
Procurement File

Attachments: Exhibit A – Updated Year-by –Year Cost Summary

San Diego Metropolitan Transit System

G1828.6-15 - Security Services

Amendment 6 (Summary)

Exhibit A

Category	Year 1		Year 2		Year 3		Year 4		Year 5		Total
	Positions	Billable Amount	Positions	Billable Amount	Positions	Billable Amount	Positions	Billable Amount	Positions	Billable Amount	
Armed Security Officer Totals	85	\$ 3,233,947	65	\$ 2,562,809	65	\$ 2,833,634	65	\$ 2,975,813	65	\$ 3,165,336	\$ 14,771,540
Armed Security Officer Centerline Totals	-	-	8	107,574	8	348,181	8	365,885	8	389,491	1,211,131
Armed Security Officer South Bay Rapid Totals						148,424	8	365,885	8	389,491	903,800
Armed Lieutenant (Mid-level Managers) Totals	2	116,365	2	120,622	2	123,460	2	126,298	2	129,136	615,881
Armed Sergeant (Supervisors) Totals	14	624,807	11	516,427	11	540,706	11	564,533	11	596,302	2,842,776
Unarmed Officer Totals	83	2,871,609	43	1,528,998	43	1,560,236	43	1,655,132	43	1,782,450	9,398,425
Special Event Officers Totals	7	232,232	7	242,788	7	248,066	7	263,900	7	285,012	1,271,998
Dispatch / CCTV Officer (Non -Lieutenant)	-	-	10	385,553	10	392,958	10	415,172	10	444,792	1,638,475
Dispatch / CCTV Officer (Lieutenant)Totals	1	52,506	1	53,216	1	54,635	1	56,054	1	57,473	273,882
Armed Captain (On-site Manager) Totals	1	98,229	1	99,648	1	102,486	1	105,324	1	106,743	512,430
Administrative Position (On-site Admini)	-	-	1	71,987	1	92,552	1	95,107	1	97,604	357,251
Armed Courier Service Totals	1	34,050	1	34,790	1	35,531	1	37,011	1	39,972	181,354
Total Security	194	\$ 7,263,745	150	\$ 5,724,412	150	\$ 6,480,869	158	\$ 7,026,114	158	\$ 7,483,801	\$ 33,978,942
Overtime Impact		302,249		308,378		331,709		349,653		373,640	1,665,630
Operating Costs	194	\$ 7,565,994	150	\$ 6,032,791	150	\$ 6,812,578	158	\$ 7,375,767	158	\$ 7,857,441	\$ 35,644,572
Fixed Costs											
Equipment Totals		\$ 133,000		\$ 133,625		\$ 134,266		\$ 134,922		\$ 135,595	\$ 671,408
Auto Insurance Totals		28,090		28,792		29,512		30,250		31,006	147,650
Fixed Costs - Other		385,223		394,854		404,725		414,843		425,214	2,024,859
Profit Total		136,242		136,242		136,242		136,242		136,242	681,210
Operating + Fixed Costs		\$ 8,248,549		\$ 6,726,303		\$ 7,517,323		\$ 8,092,024		\$ 8,585,498	\$ 39,169,699
Add: Amendment #6: Increasing Armed Guard Wages								\$ 1,102,590		\$ 877,523	1,980,114
Grand Total		\$ 8,248,549		\$ 6,726,303		\$ 7,517,323		\$ 9,194,614		\$ 9,463,022	\$ 41,149,812

Description	Amendment	
	Impact	Contract Value
Original Contract		\$ 39,037,552
Amendment #1 (Minimum Wage Adjustment)	\$ 4,817,160	\$ 43,854,712
Amendment #2		
Part A: Increase internal CCI's by 30, reduce contract by 50 FTEs	\$ (7,934,240)	\$ 35,920,472
Part B: Position restructuring within Unarmed Guards and Dispatch (CCTV)	\$ 22,601	\$ 35,943,073
Amendment #3 (Additional 8 FTEs for Centerline Station Security through FY19)	\$ 420,121	\$ 36,363,195
Amendment #4 (Armed Guard wage amendment; Centerline security through FY21)	\$ 1,902,704	\$ 38,265,899
Amendment #5 Additional Security Services for new South Bay Rapid (Route 225)	\$ 903,800	\$ 39,169,699
Amendment #6 Increase Armed Guard wage amendment through FY21	\$ 1,980,114	\$ 41,149,812



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Agenda Item No. C3

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 11, 2019

SUBJECT:

TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) FUNDED PLANNING
PROJECTS UPDATE (DENIS DESMOND)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This summer, MTS is launching outreach and planning efforts for two projects funded by the Transit and Intercity Rail Capital Program (TIRCP). In 2018 the California State Transportation Agency (CalSTA) awarded MTS grants for these projects as part of its initiative to support “transformative transit and rail projects” in the state. These projects are components of the larger project, Blue Line Rail Corridor Transit Enhancements. Staff will provide an update on these projects.

The South Bay Feeder Bus Project, branded as the Iris Rapid, will implement a Regional Transportation Plan (RTP) project for an east-west Rapid line connecting the UC San Diego Blue Line Trolley (and multiple bus routes) at the Iris Avenue Transit Center with Otay Mesa on the east and Imperial Beach on the west. Battery electric articulated buses will operate on the route, and the service will be subsidized using some of MTS’s SB 1 funding. Last month, the MTS Board of Directors approved a contract with Kimley-Horn and Associates, Inc. (KHA) to perform community outreach and develop an operating plan for this project.

The America Plaza Pedestrian Enhancements will better connect the America Plaza and Santa Fe Depot Stations for riders transferring between the UC San Diego Blue and Green Line Trolleys, MTS Rapid and local buses, the COASTER, and Amtrak. The scope, design, and outcomes of the project will be driven by community and stakeholder



input. The MTS Board of Directors will be asked to award a contract for outreach and preliminary design at its July 2019 meeting.

Staff will provide an overview and schedule for both TIRCP-funded projects, along with initial outreach plans.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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



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DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 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

1. Roll Call
2. Approval of Minutes – June 13, 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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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



CONSENT ITEMS

6. [Fiscal Year 2019-2020 California Senate Bill \(SB\) 1 State of Good Repair \(SGR\) Funding](#) Approve
Action would approve Resolution No. 19-8, in order to authorize the use of, and application for, \$4,573,191 in fiscal year 2019-20 State of Good Repair funding to be used for the 60-foot NABI Bus Replacement Project.
7. [Revisions to MTS Policy No. 26, "Disadvantaged Business Enterprise Program"](#) Approve
Action would approve revisions to MTS Policy No. 26, "Disadvantaged Business Enterprise Program".
8. [Clarifier Waste Services – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG277.0-19 with Asbury Environmental Services ("Asbury"), dba World Oil Environmental Services, for the provision of Clarifier Waste Services, for five years beginning November 10, 2019, for \$385,895.35.
9. [Parking Lot Sweeping Services – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. L1503.0-19, with San Diego Sweeping Service for the provision of parking lot sweeping services for a three (3) year base period and two (2) one-year optional terms exercisable at MTS's sole discretion, for a total of five years. The total cost shall not exceed \$201,900 for the base and option years.
10. [Creative / Marketing / Branding On Call Services – Contract Amendment](#) Approve
Action would authorize the Chief Executive Officer (CEO) to ratify Amendment No. 1 (\$99,000) and execute Amendment No. 2 to G2053.0-18 (in substantially the same format as Attachment A) with Civilian, Inc. (Civilian) in the amount of \$1,803,000. The amendment will allow for additional on-call service hours, to include advertising and media buying services, as well as exercise all option years (\$104,050.00). The original board approval amount of \$491,150.00 will increase to a not to exceed amount of \$2,006,050.
11. [Increased Authorization for Legal Service Contracts to Pay the Projected Expenses in Fiscal Year 2020](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein, increasing the dollar amount of six (6) legal services contracts by \$675,000.00 to cover anticipated fiscal year 2020 (FY20) expenses.
12. [Janitorial Services – Contract Amendment](#) Approve
Action would authorize the Chief Executive Officer (CEO) to ratify Amendments 1 through 8 and execute Amendment No. 9 to MTS Doc. No. G1931.0-16 with NMS Management Inc., a Disadvantaged Business Enterprise (DBE), in the amount of \$171,057.07, for janitorial services not covered under the original contract amount.
13. [Amendment No. 1 to Moovel Agreement for Mobile Ticketing Services](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute an amendment to MTS Doc. No. G1818.0-15 with Moovel North America, LLC in the amount of \$217,500 to expand services to include "FareShare" for the remaining base term through March 31, 2020 and any option years (4/1/20 to 3/31/23) exercised thereafter.

- | | | |
|-----|---|---------|
| 14. | <u>Employee Benefits Broker/Consulting Services – Contract Award</u>
Action would execute MTS Doc. No. G2233.0-19 in the amount of \$838,069.75 with Alliant Insurance Services, Inc. (Alliant) for the provision of employee benefits broker/consulting services for a three-year base period with 5 one-year option terms (for a total of 8 years); and exercise each option year at the CEO's discretion. | Approve |
| 15. | <u>Task Order Contract Approval to Develop Conceptual Designs for America Plaza Pedestrian Enhancements</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA1951-AE-29 to MTS Doc. No. G1951.0-17 with Mott MacDonald in the amount of \$160,456.80 to develop a conceptual design for pedestrian enhancements to the America Plaza Trolley Station area. | Approve |

CLOSED SESSION

24.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

- | | | |
|-----|--|---------|
| 30. | <u>Revisions to MTS Policy No. 18, "Joint Development Program" (Sharon Cooney)</u> | Approve |
| 31. | | |
| 32. | | |
| 33. | | |
| 34. | | |
| 35. | | |

REPORT ITEMS

- | | | |
|-----|---|---------------|
| 45. | <u>Zero Emission Bus Pilot Program Update (Mike Wygant)</u> | Informational |
| 46. | <u>Kimley-Horn and Associates Report – South Bay Feeder Bus Service Community Outreach Plan</u> | Informational |
| 47. | | |
| 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>
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> <i>August 22, 2019 (cancellation pending)</i> | |
| 65. | <u>Adjournment</u> | |



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

FISCAL YEAR 2019-2020 CALIFORNIA SENATE BILL (SB) 1 STATE OF GOOD
REPAIR (SGR) FUNDING

RECOMMENDATION:

That the Board of Directors approve Resolution No. 19-8 (Attachment A), in order to authorize the use of, and application for, \$4,573,191 in fiscal year 2019-20 State of Good Repair funding to be used for the 60-foot NABI Bus Replacement Project.

Budget Impact

The State Controller's Office estimates that MTS will receive \$4,573,191 in fiscal year 2019-20 SB1-SGR funding. There are no matching requirements. This funding will be incorporated in the Fiscal Year 2021 Capital Improvement Program.

DISCUSSION:

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the State of Good Repair program. This program provides funding of approximately \$108 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

The State of Good Repair Program is funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR Program. These funds will be allocated under the State Transit Assistance (STA) Program formula



to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half is allocated to population and half according to transit operator revenues.

The SGR funding program requires agencies to agree to comply with all conditions and requirements set forth in the State Transit Assistance State of Good Repair Program Recipient Certifications and Assurances. The SGR program also requires that the agencies' governing body authorize the Chief Executive Officer (CEO) or designated representative to execute all required documents of the SGR program.

The SGR program requires that transit operators submit a list of all projects that will be funded with SGR funding by September 1, 2019. MTS staff has identified the 60-foot NABI Bus Replacement Project as a project meeting the SGR funding requirements. The project will replace twenty-six 60-foot NABI buses in Fiscal Year (FY) 2021. The total budget for this procurement is currently estimated at \$27.3 million. MTS will use a combination of Federal 5307, Federal 5339 and local funding (including \$4.57 million from SGR) to fund this project. It will be included in the FY 2021 Capital Improvement Plan.

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

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

Attachment: A. Resolution Number 19-8

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 19-8

Resolution Approving the 2019-2020 SB1 State of Good Repair Claim
and Approval of the Proposed Project List for the 2019-2020
California Senate Bill 1-State of Good Repair Program

WHEREAS the San Diego Metropolitan Transit System is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Caltrans) as the administrative agency for the SB1-SGR program; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the San Diego Metropolitan Transit System wishes to delegate authorization to execute these documents and any amendments there to the Chief Executive Officer.

WHEREAS, in order to qualify for the SB1-SGR funding allocation, MTS is required to submit a proposed project list of California Department of Transportation (Caltrans) on an annual basis and for FY 2019-2020, MTS propose to fund the 60-foot NABI Bus Replacement Project

WHEREAS, The San Diego Metropolitan Transit System wishes to authorize the use of, and application for, \$4,573,191 in fiscal year 2019-20 SB1-SGR funding to be used for the 60-foot NABI Bus Replacement Project

NOW THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the San Diego Metropolitan Transit System authorize the use of, and application for, \$4,573,191 in fiscal year 2019-20 SGR funding to be used for the 60-foot NABI Bus Replacement Project.

PASSED AND ADOPTED, by the Board of Directors this 25th day of July 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System



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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

REVISIONS TO MTS POLICY NO. 26, "DISADVANTAGED BUSINESS ENTERPRISE PROGRAM"

RECOMMENDATION:

That the Board of Directors approve revisions to MTS Policy No. 26, "Disadvantaged Business Enterprise Program".

Budget Impact

None.

DISCUSSION:

As a recipient of Federal Transit Administration (FTA) funds, MTS must comply with the Department of Transportation's (DOT's) Disadvantaged Business Enterprise (DBE) Regulations. One such requirement is to maintain a DBE Program, which outlines how MTS intends to implement the DOT's DBE Regulations. MTS's DBE Program includes: MTS's objectives towards DBEs and other small businesses; the staff person responsible for the DBE Program implementation; how MTS aims to increase DBE and other small businesses participation on its DOT-assisted contracts; and how MTS ensures its prime contractors and subcontractors are complying with MTS's DBE Program.

On August 8, 2018, MTS submitted its DBE Program for FTA concurrence. On June 3, 2019, FTA provided its concurrence but did request three minor corrections which include: adding a CEO signature line to the DBE Policy Statement, adding how MTS complies with developing a Shortfall Analysis and Corrective Action Plan when



applicable, and adding how MTS ensures compliance with various Transit Vehicle Manufacturer requirements relating to the DBE Program. The attached revisions address these FTA comments.

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

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

Attachment: A. Redline Version of Proposed Revisions to MTS Policy No. 26

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Policies and Procedures

No. 26

Board Approval: [07/26/2018](#) [7/25/2019](#)

SUBJECT:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PURPOSE:

To provide a program to ensure nondiscrimination in the award and administration of federally-assisted contracts and create a level playing field on which disadvantaged business enterprises (DBEs) can compete fairly for those contracts.

POLICY:

26.1 POLICY STATEMENT AND PROGRAM OBJECTIVES

Policy Statement/Objectives (CFR § 26.3, § 26.7, § 26.21, § 26.23)

San Diego Metropolitan Transit System (MTS) has established and adopted a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs (49 CFR Part 26)." MTS has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, MTS has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MTS to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in MTS's DOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of all MTS contracts and subcontracts;
2. Create a level playing field by which DBEs can compete for and perform in MTS's DOT-assisted contracts;
3. Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*;



4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove procurement and contracting barriers, which impede DBE participation in MTS DOT-assisted contracts;
6. Monitor and enforce contractors' compliance in meeting established goal objectives and program requirements;
7. Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program; and
8. Ensure MTS contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

As evidence of MTS's commitment to pursue these policy objectives, the Chief Executive Officer has designated Staff Attorney – Regulatory Compliance as the DBE Liaison Officer (DBELO). In this capacity, the DBELO is responsible for implementing all aspects of the DBE program. The DBELO has direct access to the Chief Executive Officer for DBE-related matters. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MTS in its financial assistance agreements with DOT. MTS will disseminate this policy statement to all of the departments of our organization. Additionally, MTS will distribute this policy to DBE and non-DBE business communities that perform or are interested in performing work on MTS projects. Through such efforts, MTS will ensure DOT-assisted contracting and procurement related processes promote equity in access, consideration and opportunity for DBEs and other small businesses in response to requirements set forth under 49 CFR Part 26, DOT Directives and Final Rules.

26.2 APPLICABILITY (CFR § 26.3, § 26.21)

MTS, as a direct recipient of federal funds from the DOT, and as a condition of Federal financial assistance, is required to submit for approval to the DOT Operating Administration from which it receives the majority of its funding, a DBE Program developed in accordance with federal regulations published under Title 49 CFR Part 26 and subsequent guidance. This DBE Program sets forth the policies and procedures to be implemented by MTS to ensure that DBEs have an equitable opportunity to participate in DOT-assisted contracting opportunities.

In direct response to these regulatory requirements, MTS hereby establishes a DBE Program, which will:

1. Comply with federal regulations and financial assistance agreements;
2. Meet legal standards for narrow-tailoring requirements;
3. Ensure nondiscrimination in the award of DOT-assisted contracts; and
4. Reaffirm MTS's commitment to fairness and the principles of equal opportunity.

In conformance with 49 CFR Part 26, MTS will continue to carry out its DBE Program until all DOT funds have been expended.

MTS additionally complies with the California Department of Transportation's (Caltrans') DBE Program on projects on which it is a sub-recipient of federal funds through Caltrans.

MTS will advise all applicable DOT Operating Administrations of any significant updates and/or changes to this DBE Program.

26.3 DEFINITION OF TERMS (CFR § 26.5)

Race-Conscious Measure or Program: A program or portion thereof that focuses specifically on assisting only DBEs, including minority and women-owned DBEs, by the development and inclusion of participation goals or Good-Faith Effort activities.

Race-Neutral Measure or Program: A program or portion thereof that assists all small businesses, including DBEs, regardless of ownership status, in successfully participating in MTS's procurement program. For the purposes of the DBE Program, "race-neutral" includes gender-neutrality.

Any other term used in this DBE Program shall have the meaning set forth in 49 CFR Part 26.

26.4 RESPONSIBILITIES FOR DBE PROGRAM IMPLEMENTATION

A. DBE Liaison Officer (CFR § 26.25)

MTS has designated the following individual as the Disadvantaged Business Enterprise Liaison Officer (DBELO):

Samantha Leslie
Staff Attorney – Regulatory Compliance
San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Telephone: (619) 557-4539; Fax: (619) 814-1559
E-mail: Samantha.Leslie@sdmts.com

In this capacity, the DBELO is responsible for implementing all aspects of the DBE Program and ensuring that MTS complies with all provisions of 49 CFR Part 26 and subsequent DOT-issued directives and final rules. The DBELO has direct, independent access to the MTS Chief Executive Officer concerning DBE Program matters. The DBELO has sufficient support personnel who devote a portion of their time to implement the Program. The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials.

The DBELO's and/or designee's duties include, but are not limited to, the following activities:

1. Gathers and reports statistical data and other information as required by the DBE Program, including preparation of

semiannual DBE reports and related analysis for submission to the applicable DOT Operating Administration.

2. Reviews applicable contracts, purchase requisitions, advertisements, boilerplate language specifications and other related documentation specific to implementing applicable DBE requirements.
3. Consults with all affected departments in developing overall DBE goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Reviews DOT-assisted contracts and procurements for purposes of applying applicable race-neutral measures.
6. Analyzes MTS's progress towards meeting overall DBE goals by monitoring individual contract DBE attainments.
7. Ensures that pre-bid meetings inform potential bidders and/or offerors regarding MTS's DBE Program.
8. Advises the Chief Executive Officer and/or the MTS Board on DBE matters and achievements.
9. Assesses DBE participation eligibility towards MTS's overall DBE goal.

Additionally, the DBELO and/or designee is charged with implementing the race-neutral measures listed in this DBE Program document.

B. Reconsideration Official (CFR § 26.53)

Should MTS implement a race-conscious component to this DBE Program, the DBE Program will be amended to provide the procedures for the administrative reconsideration process and to specify MTS's Reconsideration Official.

26.5 ADMINISTRATIVE REQUIREMENTS

A. Non-Discrimination Requirements (CFR § 26.7)

MTS will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, MTS will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

B. Federal Financial Assistance Agreement Assurance (CFR § 26.13 {a})

MTS will sign the following assurance as a condition of financial assistance agreements with the DOT, and which is hereby made applicable to all of MTS's DOT-assisted contracts:

"MTS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. MTS shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. MTS's DBE Program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to MTS of its failure to carry out its approved program, the Department may impose sanctions as provided under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

C. DBE Financial Institutions (CFR § 26.27)

It is the policy of MTS to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to utilize these institutions, as available, and to encourage prime contractors on MTS's DOT-assisted contracts to make use of these institutions.

The Federal Reserve Board compiles data on financial institutions that participate in the Department of the Treasury's Minority Bank Deposit Program. MTS will review the listing bi-annually to determine whether any such financial institutions are available in MTS's geographic market area. When MTS competitively procures financial services, MTS will notify any identified minority and women-owned financial institutions of the upcoming procurement. Through MTS's website and MTS's contract solicitations, MTS will also encourage contractors to use the services of minority and women-owned financial institutions identified from the listings. The Internet address of this listing is <http://www.federalreserve.gov/releases/mob/>.

D. DBE Directory (CFR § 26.31)

MTS refers interested parties to the California Unified Certification Program (CUCP) Database of Certified DBE Firms (DBE Directory) to assist in identifying certified DBEs. The DBE Directory is published at http://dot.ca.gov/hq/bep/find_certified.htm.

E. Overconcentration (CFR § 26.33)

MTS has not identified any types of work that have a burdensome overconcentration of DBE participation. However, should MTS determine that overconcentration exists in a work classification, MTS will obtain the approval of the concerned DOT Operating Administration of its determination and the measures devised to address it. Once these measures are approved, they will become part of MTS's DBE Program.

F. Business Development Programs (CFR § 26.35)

MTS has not established a business development program. The DBELO will continually evaluate the need and assess whether MTS should establish a Business Development Program and/or a Mentor Protege Program. If MTS establishes either program, the program will be guided by the applicable Appendix of 49 CFR Part 26 and approved by the cognizant DOT Operating Administration before being implemented.

G. Fostering Small Business Participation (CFR § 26.39)

MTS will structure contracting requirements to facilitate competition by small businesses by- advising the contracting community of the benefits of becoming SB certified, the eligibility requirements to become certified as a SB, and the online directory of certified SBs-, found at the California Department of General Services (DGS) website:
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

26.6 DETERMINING, MEETING, AND COUNTING DBE PARTICIPATION TOWARDS THE OVERALL DBE GOAL (CFR § 26.45; § 26.51; § 26.55)

MTS is currently operating a strictly race-neutral DBE Program in accordance with DOT guidance following the *Western States Paving* decision of the 9th Circuit Court of Appeals. Should MTS incorporate a race-conscious DBE Program in the future, the breakout of estimated race-neutral and race-conscious participation in MTS's DBE goal will be updated.

As MTS is currently operating a strictly race-neutral DBE Program, contract goals are not applicable to MTS procurements. Should MTS, at a future date, incorporate a race-conscious component to its DBE Program, it will then use contract goals to meet any portion of the overall goal MTS does not project being able to meet using race-neutral means. As required by *Western States Paving*, if MTS incorporates a race-conscious DBE Program, MTS will gather evidence to determine if discrimination in the transportation contracting industry is present. MTS will make a determination at that time what type of evidence gathering is appropriate, based on DBE regulations and case law.

A. Methodology for Setting Overall DBE Goals (CFR § 26.45; ~~5~~ 26.49)

In accordance with § 26.45(e)(3), and with FTA approval, MTS will establish an overall program goal on a triennial basis-. The overall program goal will represent the amount of DOT-assisted funds MTS anticipates expending on DBE firms over three years, and will be presented as a percentage of the total DOT assistance received.

The overall program goal will be developed in accordance with the 2-step process specified in § 26.45 (c) & (d). The first step is to determine the goal "base figure" based on the relative availability of DBEs in MTS's market area. The second step is to adjust the goal "base figure" from Step 1 so that it reflects as accurately as possible the DBE participation MTS would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to DBE participation. Annual projections on DBE participation during each fiscal year will be developed as specified by § 26.45 (e)(3)(iii).

Additionally, MTS will provide for public participation in establishing an overall program goal. MTS will publish a notice of the proposed overall program goal on MTS's website and a newspaper of general circulation, informing the public that the proposed goal and its rationale are available for inspection and comment.

Additionally, MTS will consult with minority, women's and general contractor groups, community organizations, and other officials or organizations to solicit information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and MTS's efforts to establish a level playing field for the participation of DBEs.

MTS will submit the overall program goal to DOT in accordance with § 26.45 (f)(2). The overall goal submission to DOT will include a summary of information and comments received during this public comment/participation process and any MTS responses.

MTS will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

B. Shortfall Analysis and Corrective Action Plan (CFR § 26.47)

If at the end of each year, awards/commitments are less than the applicable overall goal, MTS will analyze the reasons for the shortfall and establish specific steps that may enable MTS to meet its overall goal in the next year. MTS will submit its Shortfall Analysis and Corrective Action Plan to the FTA by December 29 for any applicable year.

B.C. Transit Vehicle Manufacturers (TVM) Certifications (CFR § 26.49)

In accordance with § 26.49, MTS will not include TVM vehicle procurements in its overall goal calculation or semiannual reports. MTS will require each ~~transit vehicle manufacturer~~ TVM, as a condition of being authorized to bid or propose on DOT-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, MTS may, at its discretion and with DOT approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program. Within 30 days of making an award to a TVM, MTS will submit

notice to the FTA regarding the name of the successful bidder and the total dollar value of the contract.

~~C.D.~~ Race-Neutral Measures (CFR § 26.51)

MTS will implement the following race-neutral measures which are aimed at increasing DBE and other small business participation.

1. MTS will hold and/or participate in conferences, which include a networking component to promote teaming opportunities between prospective prime contractors and the DBE and Small Business contracting community. MTS will also actively promote the Small Business conferences, programs, and support services offered by other agencies that have established DBE and Small Business Programs.
2. MTS will provide assistance in overcoming limitations such as inability to obtain bonding or financing. Specifically, MTS will, through its website, refer the DBE and Small Business contracting community to the U.S. Small Business Administration Bonding Assistance Program and San Diego Small Business Development Center.
3. MTS will solicit DBEs and other small business participation by carrying out information on specific contract opportunities. Specifically, MTS will: ensure the inclusion of DBEs and other small businesses on MTS's mailing lists of bidders and/or MTS's e-procurement web based vendor list; make available to prime contractors information on how to view a listing of potential DBE and other small business subcontractors; and provide contracting information in languages other than English, where appropriate and upon request.
4. MTS will advise its contracting community of the benefits of becoming DBE certified, the eligibility requirements to become certified as a DBE, and the online directory of certified DBEs, found at the CUCP website:
http://dot.ca.gov/hq/bep/find_certified.htm.

~~D.E.~~ Use of Set-Asides or Quotas (CFR § 26.43)

MTS shall not permit the use of quotas for DBEs on DOT-assisted contracts in accordance with 49 CFR Part 26. Further, MTS shall not set aside contracts for DBEs on DOT-assisted contracts subject to the regulatory provisions, except in limited and extreme circumstances where no other method could be reasonably expected to redress egregious instances of discrimination.

~~E.F.~~ Counting DBE Participation and Commercially Useful Function (CFR § 26.55)

MTS will count DBE participation toward overall and contract specific goals as provided in 49 CFR Part 26.55. MTS will not count the

participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE subcontractor.

26.7 REQUIRED CONTRACT PROVISIONS AND ENFORCEMENT

A. Contractor's Assurance Clause Regarding Non-Discrimination (CFR § 26.13)

MTS will ensure that the following clause is placed in all DOT-assisted contracts and subcontracts: *"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49, CFR, Part 26 in the award and administration of MTS's U.S. DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTS deems appropriate."*

B. Prompt Payment Provisions (CFR § 26.29)

The DBE Program found at Title 49 CFR Part 26 requires that any delay or postponement of payment over 30 days from the prime contractor to any subcontractor for work performed pursuant to their agreements may take place only for good cause and with MTS's prior written approval.

1. Prompt Progress Payments to Subcontractors

In accordance with 49 CFR 26.29, MTS will include a contract clause that will require the prime contractor to pay each subcontractor participating on the contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from MTS. Any delay or postponement of payment over 30 days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.

2. Payment of Retention Withheld from Subcontractor

When MTS elects to hold retainage from the prime contractor, MTS will provide prompt and regular incremental acceptances of portions of the work on each contract and pay retainage to the prime contractor based on these acceptances.

In accordance with 49 CFR 26.29, MTS will include a contract clause that will require the prime contractor to make prompt and full payment of any retainage owed to subcontractors for satisfactory completion of the subcontractors work within 7 days after subcontractor's work has been satisfactorily completed. Any delay or postponement of payment over 30 days may occur only for good cause following written approval of MTS. This clause applies to both DBE and non-DBE subcontractors.

26.8 DBE CERTIFICATION STANDARDS (CFR § 26.61-3 26.73; § 26.81; § 26.83a)

As a non-certifying member of the CUCP, MTS will accept DBE certifications from certifying member agencies of the CUCP.

For more information about the certification process or to apply for certification, firms should visit the CUCP website at:

http://www.dot.ca.gov/hq/bep/business_forms.htm.

26.9 RECORD KEEPING AND MONITORING (CFR § 26.11, § 26.37)

A. Bidders List (CFR § 26.11)

MTS will develop and maintain a Bidders List consisting of all firms bidding on prime contracts, and bidding or quoting subcontracts on MTS's DOT-assisted projects/contracts. The following information will be included in the bidders list:

1. Firm Name;
2. Address;
3. Years in Business;
4. Status as a DBE or non-DBE;
5. Type of Work; and
6. Annual Range of Gross Receipts.

B. Reporting to DOT (CFR § 26.11)

MTS will submit to the applicable DOT Operating Administration the "Uniform Report of DBE Awards or Commitments and Payments" semiannually on June 1 and December 1 of each year, as required. The June 1 report will include DBE activity from October 1 through March 31. The December 1 report will include DBE activity from April 1 through September 30. This report presents a summary of DOT-assisted prime contracts and subcontracts that are: awarded or committed to; open; and completed during the applicable reporting period.

Upon request, MTS will compile and submit ad-hoc DBE contract award and progress reports for DOT-assisted projects. Furthermore, MTS will continue to provide reports relative to MTS's DBE Program, as directed. These reports will provide DBE participation information on MTS's race-neutral and gender-neutral contracts on all DOT assisted procurement activities.

C. Information, Confidentiality, Cooperation (CFR § 26.109)

MTS will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a), California Public Records Act (Government Code § 6250) state, and local law. Notwithstanding the preceding provision, MTS will not release any information that may reasonably be construed as confidential business information to any third party (other than DOT) without the written consent of the firm that submitted the information.

D. Monitoring and Enforcement Mechanisms (CFR § 26.37)

MTS will implement appropriate mechanisms to ensure compliance with 49 CFR Part 26 requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law).

1. Monitoring Work Committed to DBE

MTS's DBE Program will include a monitoring and enforcement mechanism to ensure that work committed to DBEs is actually performed by DBEs. This will include a written certification by MTS that contract records have been reviewed and work sites have been monitored to ensure work is actually performed by the DBE. In addition, MTS will maintain a running tally of actual DBE attainments (e.g., payments actually made to DBE firms) to compare against the prime contractor's commitments to use a DBE, when applicable.

2. Termination or Substitution of DBE subcontractors

MTS includes a contract clause in each federally assisted contract that requires the prime contractor to notify and receive consent from MTS whenever a DBE subcontractor is terminated or substituted. For construction contracts, MTS shall follow applicable state law for terminations or substitutions of subcontractors.

3. Monitoring Payments to DBE and Non-DBE subcontractors

MTS undertakes monitoring of prime payments to subcontractors over the course of any DOT- assisted contract. MTS includes a contract clause in each federally assisted contract that the prime contractor must provide subcontractor payment information to the MTS Contract Administrator monthly, if any payments were made to subcontractors. In addition, MTS bi-annually requests subcontractor payment information from the prime contractor to ensure MTS has accurate listing of subcontractor payment information within its records. Lastly, MTS may use a monthly prompt payment certification form that requires prime contractor to certify prompt payments were made to subcontractor.

4. Prompt Payment Dispute Resolution

The obligations of prompt payment and release of retainage does not arise if there is a legitimate dispute over a subcontractor's performance. Subcontractor should first attempt to work with the prime contractor regarding whether subcontractor's work has been satisfactorily performed. If a dispute remains as to whether work has been satisfactorily completed for purposes of prompt payment requirements, notice should be given to the DBELO to take further action. Steps to resolve dispute may include, but are not limited to, conducting a meeting between prime contractor, subcontractor,

and MTS project manager to review whether subcontractor work was completed in accordance with contract, plans and specifications.

5. Prompt Payment Complaints

Complaints by subcontractors regarding prompt payment should first be directed to the prime contractor and their payment bond surety, if applicable. If affected subcontractor needs assistance in communicating with the prime contractor regarding payment or is unable to resolve payment discrepancies with prime, subcontractor should contact DBELO in writing to initiate the complaint. The complaint should identify specifics regarding the subcontract payment language, items of work in question, and the subcontractor's attempts to obtain payment from the prime contractor and payment bond surety, if applicable.

Upon receipt of a subcontractor's written complaint that contains the above described information, DBELO will contact prime contractor directly, advising them of MTS's receipt of a prompt payment complaint, of prime contractor's responsibility to work with the subcontractor to resolve the dispute and potential enforcement action, as further described in Section 26.9 (D)-(5) of this Board Policy. If after notice to the prime there is still no timely and meaningful action by the prime to resolve prompt payment disputes, affected subcontractor may refer the complaint to the responsible FTA contact.

6. Enforcement Action for Noncompliance of Prompt Payment and Return of Retainage

MTS will include a contract clause in its DOT- assisted contracts that any violation of prompt payment requirements, as defined in Section 26.27 (B) of this Board Policy, shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code, if applicable. It may also result in the application of appropriate administrative sanctions, including, but not limited to, prime contractor not being reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

7. Enforcement Action for False, Fraudulent or Dishonest Conduct

MTS will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps provided in § 26.107 (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules). Additionally, MTS will consider similar action under its own legal authorities, including responsibility determinations in future contracts.

Additional DBE Documents (Available from DBELO upon request)

- A. DBE Program Regulations
- B. DBE Program Organizational Chart
- C. Listing of DBE Financial Institutions located within MTS's geographic market area
- D. MTS Goal Setting Methodology
- E. CUCP DBE Certification Application
- F. Uniform Report of DBE Awards or Commitments and Payments

Original Policy approved on 12/6/84.

Policy revised on 4/28/88.

Policy revised on 4/25/91.

Policy revised on 1/26/95.

Policy revised on 10/16/97.

Policy revised on 8/12/99.

Policy revised on 8/10/00.

Policy revised on 9/27/01.

Policy revised on 7/25/02.

Policy revised on 3/11/04.

Policy revised on 7/22/04.

Policy revised on 2/16/12.

Policy revised on 7/16/15.

Policy revised on 7/26/18.

[Policy revised on 7/25/19](#)

[Attachments: Exhibit A – DBE Policy Statement](#)

Exhibit A – MTS Board Policy No. 26

DBE POLICY STATEMENT

San Diego Metropolitan Transit System (MTS) has established and adopted a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs (49 CFR Part 26)." MTS has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, MTS has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MTS to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in MTS's DOT-assisted contracts.

It is also MTS policy to:

1. Ensure nondiscrimination in the award and administration of all MTS contracts and subcontracts;
2. Create a level playing field by which DBEs can compete for and perform in MTS's DOT-assisted contracts;
3. Ensure that the MTS DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in *Western States Paving vs. Washington State Department of Transportation*;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove procurement and contracting barriers, which impede DBE participation in MTS DOT-assisted contracts;
6. Monitor and enforce contractors' compliance in meeting established goal objectives and program requirements;
7. Assist in the development of DBEs and Small Businesses to increase their ability to compete successfully in the market place outside the DBE Program; and
8. Ensure MTS contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

MTS has designated Staff Attorney – Regulatory Compliance as the DBE Liaison Officer (DBELO). In this capacity, the DBELO is responsible for implementing all aspects of the DBE program.

This signed and dated policy statement expresses MTS's commitment to pursuing the objectives of the DBE Program.

Paul Jablonski
Chief Executive Officer

Date



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

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

CLARIFIER WASTE 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. PWG277.0-19 (in substantially the same format as Attachment A) with Asbury Environmental Services ("Asbury"), dba World Oil Environmental Services, for the provision of Clarifier Waste Services, for five years beginning November 10, 2019, for \$385,895.35.

Budget Impact

The contract will be funded by account 331014 - 536600 for San Diego Transit Corporation (SDTC), and 350016- 571210 for San Diego Trolley Inc. (SDTI).

DISCUSSION:

MTS requires comprehensive clarifier waste services that include pumping, handling, treatment, collection, transportation and disposal of hazardous waste, oil, sludge, etc., from various vehicle maintenance facilities in accordance with state and federal requirements. In addition to normal scheduled cleanings, response to emergency or urgent situations is required to ensure steady uninterrupted maintenance schedules. These services keep MTS compliant with acceptable discharge levels of industrial wastewater from its facilities, which are tested by the City of San Diego Industrial Wastewater Control Program.

On April 16, 2019, MTS issued an Invitation for Bids (IFB) for clarifier waste services. MTS received two (2) bids by the deadline of May 31, 2019 from Asbury and Environmental Logistics.



MTS determined that Asbury was the lowest, responsive and responsible bidder. The total, compared to MTS Independent Cost Estimate (ICE) and the second bidder is summarized below:

	MTS ICE	ASBURY ENVIRONMENTAL	ENVIRONMENTAL LOGISTICS
SDTI	\$170,672.96	\$199,928.00	\$323,700.00
SDTC (Kearny Mesa Division)	\$81,099.34	\$71,769.07	\$101,500.00
SDTC (Imperial Avenue Division)	\$119,361.81	\$114,198.28	\$138,750.00
TOTAL	\$371,134.11	\$385,895.35	\$563,950.00

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWG277.0-19 (in substantially the same format as Attachment A) with Asbury, dba World Oil Environmental Services, for the provision of clarifier waste services, for five years, beginning November 10, 2019, in the amount of \$385,895.35.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft Standard Services Agreement MTS Doc. No. PWG277.0-19
B. Bid costs
C. Scope of Work

**STANDARD SERVICES AGREEMENT
FOR
CLARIFIER WASTE SERVICES**

PWG277.0-19
CONTRACT NUMBER

THIS AGREEMENT is entered into this 10th day of November 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: Asbury Environmental Services, dba World Oil Environmental Services

Address: 9302 Garfield Ave
South Gate, CA 90280

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: (562) 732-4875

Email Address: sdamelin@worldoilcorp.com

Authorized person to sign contracts: <u>Shane Damelin</u>	<u>VP, Business Development</u>
Name	Title

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

Clarifier Waste Services as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Conditions Services (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract term is for five years from 11/10/19 to 11/09/24. Payment terms shall be net thirty (30) days from invoice date. The total cost of this contract shall not exceed be \$385,895.35 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 8/2/18)

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BID FORM – CONTINUED FROM THE DETAILED FORMS**

For: **CLARIFIER WASTE SERVICES IFB**

Bidder Name: Asbury Environmental Services, dba World Oil Environmental Services

GROUP A – SDTI (TOTAL SUMMARY)		TABLE 1 TOTAL
1	Year One (1) Effective 11/10/19:	\$ 38,280.00
2	Year Two (2) Effective 11/10/20:	\$ 39,128.00
3	Year Three (3) Effective 11/10/21:	\$ 39,964.00
4	Year Four (4) Effective 11/10/22:	\$ 40,812.00
5	Year Five (5) Effective 11/10/23:	\$ 41,744.00
TOTAL		\$ 199,928.00

GROUP B.1 – SDTC FOR IAD DIVISION (TOTAL SUMMARY)		TABLE 2 TOTAL
1	Year One (1) Effective 11/10/19:	\$ 21,871.00
2	Year Two (2) Effective 11/10/20:	\$ 22,360.84
3	Year Three (3) Effective 11/10/21:	\$ 22,843.82
4	Year Four (4) Effective 11/10/22:	\$ 23,344.12
5	Year Five (5) Effective 11/10/23:	\$ 23,778.50
TOTAL		\$ 114,198.28

GROUP B.2 – SDTC FOR KMD DIVISION (TOTAL SUMMARY)		TABLE 3 TOTAL
1	Year One (1) Effective 11/10/19:	\$ 13,832.50
2	Year Two (2) Effective 11/10/20:	\$ 14,032.00
3	Year Three (3) Effective 11/10/21:	\$ 14,326.11
4	Year Four (4) Effective 11/10/22:	\$ 14,633.75
5	Year Five (5) Effective 11/10/23:	\$ 14,944.71
TOTAL		\$ 71,769.07

Costs shall be all-inclusive including but not limited to the cost of the chemicals, sales and other taxes, labor, equipment, transportation, fuel, overhead, profit and all other related costs necessary to meet the work requirements described. Bidder accepts responsibility for accuracy and presentation of the above numbers.

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

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM
 BID FORM – CONTINUED FROM THE DETAILED FORMS**

For: CLARIFIER WASTE SERVICES IFB

Bidder Name: Asbury Environmental Services, dba World Oil Environmental Services

F.O.B. POINT: San Diego Metropolitan Transit System

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:

Bid Valid: 90 days \$385,895.35

BASIS FOR AWARD: TABLES A+ B.1+B.2. = _____

DATE: 5/28/2019

FIRM: Asbury Environmental Services, dba World Oil Environmental Services

SIGNATURE: 

TYPE OR PRINT NAME: Shane Damelin

TITLE: VP, Business Development

ADDRESS: 9302 Garfield Ave

CITY, STATE & ZIP: South Gate, CA 90280

PHONE NUMBER: 562-732-4875

FAX NUMBER: _____

E-MAIL ADDRESS: sdamelin@worldoilcorp.com

Where did you hear about this procurement?:

☐ Newspaper (Please list: _____)

☐ MTS Contact

☒ Other (Please list: BidPrime _____)

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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
 BID FORMS: PWG277.0-19 (BIDDERS TO SUBMIT WITH BID)

Att. B, AI 8, 7/25/19

Bidder Name: Asbury Environmental Services, dba World Oil Environmental Services

	Group A: SDTI Locations	Type/Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Oily Water Liquids (includes disposal of solids less than 30%)	Gallons:	26,000	\$0.39	\$ 10,140.00
2	Oily Water (solids)	Gallons:	6,000	\$0.42	\$ 2,520.00
3	Truck & Transportation Costs per Hour – Week Day (portal-to-portal, Monday-Friday, non-holidays)	(12) times per year, approx. 96 hours:	96	\$105.00	\$ 10,080.00
4	Truck & Transportation Costs per Hour - Saturday	(12) times per year, approx. 96 hours:	96	\$140.00	\$ 13,440.00
5	Truck & Transportation Costs per Hour - Emergency Calls, as needed	Estimated 12 hours	12	\$175.00	\$ 2,100.00
6	Generator Waste Profile Testing (4 Test Locations)	Annual test each location:	4	\$0.00	\$0.00
7	TOTAL AMOUNT YEAR 1				\$ 38,280.00

	Group A: SDTI Locations	Type/Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Oily Water Liquids (includes disposal of solids less than 30%)	Gallons:	26,000	\$0.40	\$ 10,400.00
2	Oily Water (solids)	Gallons:	6,000	0.43	\$ 2,580.00
3	Truck & Transportation Costs per Hour – Week Day (portal-to-portal, Monday-Friday, non-holidays)	(12) times per year, approx. 96 hours:	96	\$107.00	\$ 10,272.00
4	Truck & Transportation Costs per Hour - Saturday	(12) times per year, approx. 96 hours:	96	\$143.00	\$ 13,728.00
5	Truck & Transportation Costs per Hour - Emergency Calls, as needed	Estimated 12 hours	12	\$179.00	\$ 2,148.00
6	Generator Waste Profile Testing (4 Test Locations)	Annual test each location:	4	\$0.00	\$0.00
7	TOTAL AMOUNT YEAR 2				\$ 39,128.00

Bidder Name: Asbury Environmental Services, dba World Oil Environmental Services

	Group A: SDTI Locations	Type/Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Oily Water Liquids (includes disposal of solids less than 30%)	Gallons:	26,000	\$0.41	\$ 10,660.00
2	Oily Water (solids)	Gallons:	6,000	\$0.44	\$ 2,640.00
3	Truck & Transportation Costs per Hour – Week Day (portal-to-portal, Monday-Friday, non-holidays)	(12) times per year, approx. 96 hours:	96	\$109.00	\$ 10,464.00
4	Truck & Transportation Costs per Hour - Saturday	(12) times per year, approx. 96 hours:	96	\$146.00	\$ 14,016.00
5	Truck & Transportation Costs per Hour - Emergency Calls, as needed	Estimated 12 hours	12	\$182.00	\$ 2,184.00
6	Generator Waste Profile Testing (4 Test Locations)	Annual test each location:	4	\$0.00	\$0.00
7	TOTAL AMOUNT YEAR 3				\$ 39,964.00

	Group A: SDTI Locations	Type/Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Oily Water Liquids (includes disposal of solids less than 30%)	Gallons:	26,000	\$0.42	\$ 10,920.00
2	Oily Water (solids)	Gallons:	6,000	\$0.45	\$ 2,700.00
3	Truck & Transportation Costs per Hour – Week Day (portal-to-portal, Monday-Friday, non-holidays)	(12) times per year, approx. 96 hours:	96	\$111.00	\$ 10,656.00
4	Truck & Transportation Costs per Hour - Saturday	(12) times per year, approx. 96 hours:	96	\$149.00	\$ 14,304.00
5	Truck & Transportation Costs per Hour - Emergency Calls, as needed	Estimated 12 hours	12	\$186.00	\$ 2,232.00
6	Generator Waste Profile Testing (4 Test Locations)	Annual test each location:	4	\$0.00	\$0.00
7	TOTAL AMOUNT YEAR 4				\$ 40,812.00

	Group A: SDTI Locations	Type/Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Oily Water Liquids (includes disposal of solids less than 30%)	Gallons:	26,000	\$0.43	\$ 11,180.00
2	Oily Water (solids)	Gallons:	6,000	\$0.46	\$ 2,760.00
3	Truck & Transportation Costs per Hour – Week Day (portal-to-portal, Monday-Friday, non-holidays)	(12) times per year, approx. 96 hours:	96	\$114.00	\$ 10,944.00
4	Truck & Transportation Costs per Hour - Saturday	(12) times per year, approx. 96 hours:	96	\$152.00	\$ 14,592.00
5	Truck & Transportation Costs per Hour - Emergency Calls, as needed	Estimated 12 hours	12	\$189.00	\$ 2,268.00
6	Generator Waste Profile Testing (4 Test Locations)	Annual test each location:	4	\$0.00	\$0.00
7	TOTAL AMOUNT YEAR 5				\$ 41,744.00

Bidder Name: Asbury Environmental Services, dba World Oil Environmental Services

	Group B.2: SDTC - KMD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$2,971.00	\$ 5,942.00
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	1	\$2,118.50	\$ 2,118.50
7	Emergency Oil Skimming	Gallons:	1,200	\$2.76	\$ 3,312.00
8	Waste Disposal Price for Liquids	Gallons:	5,500	\$0.33	\$ 1,815.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.43	\$ 645.00
10	TOTAL AMOUNT YEAR 1				\$ 13,832.50

	Group B.2: SDTC - KMD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,030.00	\$ 6,060.00
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	1	\$2,058.00	\$ 2,058.00
7	Emergency Oil Skimming	Gallons:	1,200	\$2.82	\$ 3,384.00
8	Waste Disposal Price for Liquids	Gallons:	5,500	\$0.34	\$ 1,870.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.44	\$ 660.00
10	TOTAL AMOUNT YEAR 2				\$ 14,032.00

	Group B.2: SDTC - KMD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,091.03	\$ 6,182.06
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	1	\$2,100.05	\$ 2,100.05
7	Emergency Oil Skimming	Gallons:	1,200	\$2.87	\$ 3,444.00
8	Waste Disposal Price for Liquids	Gallons:	5,500	\$0.35	\$ 1,925.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.45	\$ 675.00
10	TOTAL AMOUNT YEAR 3				\$ 14,326.11

	Group B.2: SDTC - KMD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,152.85	\$ 6,305.70
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	1	\$2,142.05	\$ 2,142.05
7	Emergency Oil Skimming	Gallons:	1,200	\$2.93	\$ 3,516.00
8	Waste Disposal Price for Liquids	Gallons:	5,500	\$0.36	\$ 1,980.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.46	\$ 690.00
10	TOTAL AMOUNT YEAR 4				\$ 14,633.75

	Group B.2: SDTC - KMD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,215.91	\$ 6,431.82
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	1	\$2,184.89	\$ 2,184.89
7	Emergency Oil Skimming	Gallons:	1,200	\$2.99	\$ 3,588.00
8	Waste Disposal Price for Liquids	Gallons:	5,500	\$0.37	\$ 2,035.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.47	\$ 705.00
10	TOTAL AMOUNT YEAR 5				\$ 14,944.71

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
 BID FORMS: PWG277.0-19 (BIDDERS TO SUBMIT WITH BID)

Att. B, AI 8, 7/25/19

Bidder Name: Asbury Environmental Services, dba World Oil Environmental Services

	Group B.1: SDTC - IAD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$2,971.00	\$ 5,942.00
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	2	\$3,841.00	\$ 7,682.00
7	Emergency Oil Skimming	Gallons:	1,200	\$2.76	\$ 3,312.00
8	Waste Disposal Price for Liquids	Gallons:	13,000	\$0.33	\$ 4,290.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.43	\$ 645.00
10	TOTAL AMOUNT YEAR 1				\$ 21,871.00

	Group B.1: SDTC - IAD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,030.42	\$ 6,060.84
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	2	\$3,918.00	\$ 7,836.00
7	Emergency Oil Skimming	Gallons:	1,200	\$2.82	\$ 3,384.00
8	Waste Disposal Price for Liquids	Gallons:	13,000	\$0.34	\$ 4,420.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.44	\$ 660.00
10	TOTAL AMOUNT YEAR 2				\$ 22,360.84

	Group B.1: SDTC - IAD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
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1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,091.03	\$ 6,182.06
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	2	\$3,996.38	\$ 7,992.76
7	Emergency Oil Skimming	Gallons:	1,200	\$2.87	\$ 3,444.00
8	Waste Disposal Price for Liquids	Gallons:	13,000	\$0.35	\$ 4,550.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.45	\$ 675.00
10	TOTAL AMOUNT YEAR 3				\$ 22,843.82

	Group B.1: SDTC - IAD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,152.85	\$ 6,305.70
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	2	\$4,076.21	\$ 8,152.42
7	Emergency Oil Skimming	Gallons:	1,200	\$2.93	\$ 3,516.00
8	Waste Disposal Price for Liquids	Gallons:	13,000	\$0.36	\$ 4,680.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.46	\$ 690.00
10	TOTAL AMOUNT YEAR 4				\$ 23,344.12

	Group B.1: SDTC - IAD Division	Type / Frequency	Est. Units	Unit Cost	Extended Total (= Est. Units x Unit Cost)
1	Xerxes Fiberglass Oil Water Separator (Location: Steam Rack). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00

2	Xerxes Fiberglass Oil Waster Separator (Location: Service Lanes). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
3	Concrete Clarifier Vault (Location: Bus Washer). High pressure wash filters /screens	(1) time per year:	1	\$0.00	\$0.00
4	Confined Space Entry (2 tanks)	(1) time per year for each tank:	2	\$3,215.91	\$ 6,431.82
5	Generator Profile Testing (2 locations)	(1) time per year for each location:	2	\$0.00	\$0.00
6	# of Trucks & Transportation	Per each service:	2	\$4,157.84	\$ 8,315.68
7	Emergency Oil Skimming	Gallons:	1,200	\$2.93	\$ 3,516.00
8	Waste Disposal Price for Liquids	Gallons:	13,000	\$0.37	\$ 4,810.00
9	Waste Disposal Price for Solids	Gallons:	1,500	\$0.47	\$ 705.00
10	TOTAL AMOUNT YEAR 5				\$ 23,778.50

SECTION 2.0 - SCOPE OF WORK/TECHNICAL SPECIFICATIONS

2.0 OVERVIEW

MTS is seeking the services of an experienced and qualified licensed Contractor to provide comprehensive clarifier waste services that include, but not limited to pumping, handling, collection, storage, transportation, recycling/disposal in accordance with federal, state and local environmental compliance laws and regulations, in coordination with San Diego Trolley Inc. (SDTI – Group A, which is MTS’s Trolley division) and San Diego Transit Corp. (SDTC – Group B.1 & B.2, which is MTS’s Bus division). Each group has more than one site location. During the course of the contract, MTS may add other locations and Contractor’s pricing shall apply.

On the bid form, costs shall be all-inclusive including but not limited to the cost for materials, labor, equipment, fuel, tax, overhead, profit and all other related costs necessary to meet the work requirements described, but not identified on the bid form. MTS will not pay additional costs.

MTS will award one (1) contract for five (5) years effective November 10, 2019 to November 9, 2024 to the lowest responsive, responsible bidder, and issue two (2) purchase orders for invoicing purposes, one for each group.

Bidders must have five (5) years’ experience in hazardous waste services as a prime contractor or a subcontractor. Proof of experience/past performance shall be provided using the Status of Current and Past Contracts Form in this IFB.

The Contractor and receiving facilities shall be registered and maintain all applicable permits, certifications, licenses and exemptions as required by the local, state and federal regulatory agencies. Documentation must be maintained in compliance with local, state and federal guidelines governing the packaging, marking, labeling and transportation of hazardous waste, and be made available to MTS upon request.

By submitting a bid Contractor certifies that:

- A. It has furnished proof of appropriate permits and licenses required to perform the specified services;
- B. It has submitted a copy of confined space certification required to perform the specified services;
- C. Transporter meets Department of Transportation (DOT) requirements including but not limited to DOT transporter sticker, training, and up to date driving records on the safe transport of the hazardous materials described.

A contract will not be awarded unless MTS is in receipt of the required documentation.

2.1 CONTRACTOR REQUIREMENTS

- A. Contractor shall provide materials, equipment, and trained personnel for the pick-up and transportation and disposal of hazardous waste from the various MTS sites. Only trained and certified technicians shall perform the services.

- B. Contractor shall provide lab packing services and shall package all waste material in accordance with DOT and all state and federal regulations. Contractor shall be responsible for the provision of all supplies, drums and packaging materials:
 - i. Loading/unloading;
 - ii. Labeling;
 - iii. Preparing shipping papers, manifests, inventory lists, and any other documentation necessary for the transportation and disposal of hazardous waste; and
 - iv. Transporting/hauling.
- C. Contractor shall assist MTS with the reduction and/or elimination of hazardous waste streams, when possible, and recycling of hazardous waste when technically feasible. Contractor will be responsible for pumping out and cleaning sumps and separators in accordance with the schedule described herein.
- D. Contractor shall perform all work in a clean, safe and professional manner, causing no hazards to MTS' staff, facility, the environment or Contractor's service personnel.
- E. Transporter shall be DOT compliant of laws and regulations including but not limited to verifying waste containers and labels are according to the manifests and ensure manifests match picked up containers.
- F. All hazardous waste must be handled, collected, stored and disposed in accordance with federal, state and local environmental compliance laws and regulations. Contractor must ensure that all disposal facilities utilized under the terms of the resultant agreement are licensed, permitted and financially secure.
- G. Contractor must ensure that all prior arrangements, including required testing (chemical analysis), characterization, and best-approved alternative handling method (i.e., recycling, treatment, and/or disposal) are made with the designated destination facility before transporting hazardous waste from an MTS facility.
- H. Contractor shall designate a point of contact to act as its representative for the performance of services including account management, administration, technical assistance, and all other issues related to the services. Contractor shall provide all necessary administrative support and fulfill all regulatory requirements associated with the performance of the terms of this IFB.
- I. After each service call, MTS will be notified of the status, progress and results of each scheduled and unscheduled visit with a detailed service report provided no later than one (1) day after the service call. Each report must be submitted for MTS' designated representative's review, approval signature and record.
- J. The transportation, treatment and disposal of hazardous waste generated by MTS' facilities shall be conducted in accordance with the requirements of the California Code of Regulations (CCR) Title 22, Division 4.5, Environmental Health Standards for the Management of Hazardous Waste.
- K. Contractor and receiving facilities agree to generate and make the appropriate distribution of all required shipment and handling documentation (bill of lading,

manifests, labels, etc.) to record each transfer of hazardous waste as specified in CR, Title 22, Section 66262.20 and 66266.130.

- L. Contractor must ensure that all hazardous waste transported from MTS' facilities is properly packaged, labeled, placarded and manifested in accordance with CCR, Title 22, Sections 66262.20-33 and 66266.130 (used oil filters), and state and Federal DOT regulations.
- M. Contractor shall ensure MTS receives completed manifests no later than 30 days after pick up. Manifests shall be mailed to MTS Environmental Health and Safety Specialist at: 100 16th Street, San Diego, CA 92101.
- N. Contractor shall be responsible for documentation and regulatory requirements and shall document all services provided under the terms of this agreement. Contractor shall provide separate year-end waste reports for Group A and Group B respectively, which at a minimum identifies; each waste pick up type (i.e. hazardous waste, recycled oil, etc), service date, manifest number and weight (pounds/tons).
- O. Contractor and receiving facilities shall make available, upon request by MTS, all records related to the transport and treatment of hazardous materials generated by MTS facilities for a period of up to five (5) years.

2.3 ADDITIONAL SPECIFICATIONS

A. Mobilization and Emergency Service

For Group A – SDTI, Contractor shall have adequate staff, equipment and vehicles and must respond within twenty-four (24) hours when contacted for an emergency. Based on past history, SDTI approximates twelve (12) hours for emergency calls per year, which may or may not be utilized. Contractor will only bill emergency hours when used.

For Group B.1 & B.2 – SDTC, Contractor shall have adequate staff, equipment and vehicles to clean and haul away hazardous materials on the same day the OWS is cleaned. In the case of a “High Oil” alarm, emergency oil skimming service may be required. Contractor must respond within twenty-four (24) hours to a request for oil skimming. Contractor will only bill emergency skimming when utilized.

B. Confined Space Entry Certification

All Xerxes fiberglass OWS units require technicians who are properly equipped, trained and certified to perform confined space entry work. The cost for confined space entry equipment, training and certification shall be included in the appropriate unit cost. MTS will not pay additional costs.

C. Filter Cleaning

All OWS filters / screens are to be cleaned by contractor using high pressure washing method.

D. Hazardous Waste Transportation

Contractor shall have adequately equipped and sized vacuum trucks to properly remove and transport OWS wastes to the waste disposal facility. Trucks shall be inspected by MTS upon arrival. Those that do not meet minimum "Out of Service" California Highway Patrol safety standards (tire condition, suspension defects, placards, lighting) shall not be used to haul wastes. All costs associated with the truck washer fees, pumping and transporting of hazardous materials shall be included in the unit cost. MTS will not pay additional costs.

E. Hazardous Waste Manifesting

All hazardous materials transported shall be properly manifested. OWS wastes are transported as Non-RCRA Hazardous Waste Liquid; State Waste Number: 133. A legible Generator's Initial Copy of the Manifest form (EPA Form 8700-22 rev. 3-05) shall be delivered to the MTS Facility Manager or designee before the material is removed from the property. If solids and liquids pricing per gallon is different, Contractor shall supply documentation from the deposit facility of the actual volume of solids and liquids transported.

F. Generator Waste Profile Testing

Upon award of the contract, the Contractor shall conduct laboratory testing of the oil water separators and at the bus washer water clarifier at each site location (IAD & KMD) for the purpose of obtaining a waste profile for the disposal facility. At least one (1) sample from the separators and one (1) sample from the bus washer clarifier at each location shall be tested. The Contractor shall forward a copy of all tests to each group's MTS Facility Manager.

If laboratory testing designates the bus washer clarifier contents as non-hazardous, the Contractor shall make arrangements to dispose of this material as Non-Hazardous Waste and transport the material with a Non-Hazardous Waste Manifest.

Contractor shall perform all sampling and testing required by the hazardous materials disposal site operator. Testing may need to be accomplished annually, depending on the waste disposal facilities requirements. Costs to sample and test hazardous wastes shall be included in the unit cost. MTS shall not pay additional costs.

Sump cleaning and disposal services shall include liquid and solid waste removal, tank pressure washing and separator filter cleaning or replacement as required. Cleaning and disposal services are required at least once and may go up to three (3) times per year at each division depending on operational needs.

2.4 COST/PAYMENT

On the bid form MTS has provided estimated units based on history and operational needs. If more services are required Contractor's bid cost shall apply.

On the bid form, costs shall be all-inclusive including but not limited to the cost of materials, labor, equipment, fuel, tax, overhead, profit and all other related costs necessary to meet the work requirements described, but not identified on the bid form. Charges not described on the bid forms will not be considered valid.

Contractor billing shall be based on services performed. If quantity estimate on work order differs from quantity of material transported on Uniform Hazardous Waste Manifest, the latter quantity takes precedence.

Payment will be made to the Contractor within thirty (30) days. Cash discounts as shown on the bid form shall be accepted at the option of MTS. Otherwise the terms will be Net thirty (30) from acceptance. Payment terms less than ten (10) days from acceptance will not be considered. **Advanced Payment is Not Allowable.**

2.5 INVOICES

Invoices will not be approved for payment without the accompanying copy of the Uniform Hazardous Waste manifest (Form Number DHS 8022A), and or a Bill of Lading in the case of non-hazardous/recycled materials.

Invoices must be emailed to AP@sdmts.com. All invoices must have the appropriate purchase order number clearly displayed to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Contractors must also indicate if any of the invoiced amount is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in Section 16 Prompt Progress Payments of the Standard Conditions.

GROUP A – SDTI LOCATIONS

The following specification describes the minimum services required for SDTI's oily water/sludge pump-out system located at 1535 Newton Avenue, San Diego, California 92113, with multiple sites at the location.

The services for Group A shall be performed Monday through Saturday between the hours of 7:00 a.m. and 3:00 p.m.

The locations are:

- I. Car Wash Area:
 - One (1) time every four (4) months for a total of 3 times annually
- II. Maintenance Building "C" between Tracks 2 and 3:
 - One (1) time per year.
- III. Maintenance Building "C" Power Wash area:
 - One (1) time every four (4) months for a total of 3 times annually
- IV. Maintenance Building "C" Oil and Water Clarifier area:
 - One (1) time every four (4) months for a total of 3 times annually
- V. Storm water drains outside Building C Supervisor office loading dock and Weld shop loading dock:
 - Emergency only, debris have clogged the pump from working during heavy rain or once every 6 months
- VI. Tire press pit in Building C:
 - Emergency in case of major failure of Hydro pump.

GROUP B – SDTC LOCATIONS

The following specification describes the minimum services required for SDTC's Clarifier and Oil/Water Separator (OWS) facilities with multiple sites at each location.

The locations are:

- a. Group B.1, Imperial Avenue Division (IAD) facility located at 100 16th Street, San Diego, California, 92101; and
- b. Group B.2, Kearny Mesa Division (KMD) facility located at 4630 Ruffner Street, San Diego, California, 92111.

The services for Group B shall be performed Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.

Clarifier and OWS facilities are:

- I. Group B.1 - IAD Location - Oil Water Separator Locations. The following units shall either be skimmed or completely vacuumed and cleaned during each service call:
 - a. Xerxes Fiberglass Oil Water Separator - Location: Steam Rack
 - b. Xerxes Fiberglass Oil Waster Separator - Location: Service Lanes
 - c. Concrete Clarifier Vault - Location: Bus Washer
- II. Group B.2 - KMD Location - The following units shall be completely vacuumed and cleaned during each service call:
 - a. Xerxes Fiberglass Oil Water Separator - Location: Service Lanes
 - b. Four (4) corrugated steel sediment traps - Location: Steam Rack
 - c. Concrete Clarifier Vault - Location: Bus Washer



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

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

PARKING LOT SWEEPING 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. L1503.0-19, (in substantially the same format as Attachment A) with San Diego Sweeping Service for the provision of parking lot sweeping services for a three (3) year base period and two (2) one-year optional terms exercisable at MTS's sole discretion, for a total of five years. The total cost shall not exceed \$201,900 for the base and option years.

Budget Impact

The total cost shall not exceed \$201,900 (base and option years). The amount for the base years is \$121,140 and the total for the optional years is \$80,760. Funding will come from the Facilities Maintenance operating budget account 380016-571140.

DISCUSSION:

Sweeping services are needed by MTS's Facilities Maintenance to keep the trolley station parking lots clean of debris, and safe for the public. The proposed sweeping services will prevent the buildup of dirt and debris in the trolley station parking lots.

On April 17, 2019, MTS issued an Invitation for Bids (IFB) for Parking Lot Sweeping Services. Four (4) bids were received on the due date of May 30, 2019. The table below depicts the bid results:

Bidder	Bid Amount
San Diego Sweeping Services (Lowest Responsive, Responsible)	\$201,900.00



Bidder)	
Day & Night Power Sweeping	\$381,680.84
J&S Commercial (Non-Responsive)	\$476,932.42
Cannon Pacific	\$858,811.00

All bidders were deemed responsive, except for J&S Commercial. J&S Commercial did not comply with the IFB requirements and was therefore deemed non-responsive. San Diego Sweeping Service 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. L1503.0-19, (in substantially the same format as Attachment A) with San Diego Sweeping Service for the provision of parking lot sweeping services for a three (3) year base period with two (2) one-year optional terms (for a total of 5 years); and exercise each option year at 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

Attachments: A. Draft MTS Doc. No. L1503.0-19
B. Bid Tabulation
C. Scope of Work

**STANDARD SERVICES AGREEMENT
FOR
PARKING LOT SWEEPING SERVICES**

<u>L1503.0-19</u> 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: San Diego Sweeping Service Address: 1597 Woodlark Court

Form of Business: Corporation Chula Vista, CA 91911

(Corporation, partnership, sole proprietor, etc.)

Telephone: 619-427-8300 Email Address: sandiegosweepingservice@gmail.com

Authorized person to sign contracts:	<u>Steven J. Reid</u>	<u>Owner</u>
	Name	Title

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

Parking Lot Sweeping Services 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 three (3) year base years and two (2) 1-year options, exercisable at MTS's sole discretion, for a total of ten 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 \$121,140 for the base years and \$80,760 for the option years, for a contract total not to exceed \$201,900.00 without the express written consent of MTS.

<u>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</u>	<u>CONTRACTOR 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-SERVICES (REV 8/2/2018)

MTS Doc No. L1503.0-19
For Parking Lot Sweeping Services

Year One - 8/1/2019 - 7/31/2020				Cannon Pacific			Day And Night Power Sweeping			San Diego Sweeping Services		
#	Description	Square Footage	Frequency Per Week	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price
1	Beyer Street Trolley Station – 4035 Beyer Blvd, Chula Vista	51,000	2	\$ 654.50	12	\$ 7,854.00	\$ 125.00	12	\$ 1,500.00	\$ 140.00	12	\$ 1,680.00
2	Iris Street Trolley Station – 3120 Iris Ave, Chula Vista	96,000	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 170.00	12	\$ 2,040.00
3	Palm Avenue Trolley Station – 2340 Palm Ave, Chula Vista	200,000	2	\$ 654.50	12	\$ 7,854.00	\$ 381.00	12	\$ 4,572.00	\$ 185.00	12	\$ 2,220.00
4	Palomar Street Trolley Station – 1265 Industrial Ave, Chula Vista	150,000	2	\$ 654.50	12	\$ 7,854.00	\$ 381.00	12	\$ 4,572.00	\$ 180.00	12	\$ 2,160.00
5	"H" Street (Chula Vista) Trolley Station – 745 H St, Chula Vista	122,000	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 175.00	12	\$ 2,100.00
6	"E" Street (Chula Vista) Trolley Station – 750 E Street, Chula Vista	145,000	2	\$ 654.50	12	\$ 7,854.00	\$ 381.00	12	\$ 4,572.00	\$ 180.00	12	\$ 2,160.00
7	24 th Street (National City) Trolley Station – 506 W 22 nd St, NC	65,500	2	\$ 654.50	12	\$ 7,854.00	\$ 192.00	12	\$ 2,304.00	\$ 125.00	12	\$ 1,500.00
8	8 th Street (National City) Trolley Station – 555 W 8 th St, National City	93,000	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 115.00	12	\$ 1,380.00
9	Old Town Transit Center - 4009 Taylor Street, San Diego	210,000	2	\$ 654.50	12	\$ 7,854.00	\$ 381.00	12	\$ 4,572.00	\$ 205.00	12	\$ 2,460.00
10	Morena Linda Vista Trolley Station - 5210 Linda Vista Rd. San Diego	74,000	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 145.00	12	\$ 1,740.00
11	Grantville Trolley Station – 4510 Alvarado Canyon Rd, San Diego	121,500	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 175.00	12	\$ 2,100.00
12	70 th Street Trolley Station – 7255 Alvarado Road, San Diego	58,000	2	\$ 654.50	12	\$ 7,854.00	\$ 192.00	12	\$ 2,304.00	\$ 135.00	12	\$ 1,620.00
13	Amaya Trolley Station – 9100 Amaya Dr, La Mesa	81,000	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 140.00	12	\$ 1,680.00
14	El Cajon Trolley Station – 352 S Marshall, El Cajon	350,000	2	\$ 654.50	12	\$ 7,854.00	\$ 572.00	12	\$ 6,864.00	\$ 245.00	12	\$ 2,940.00
15	Arnele Trolley Station – 762 ½ N Marshall, El Cajon	27,000	2	\$ 654.50	12	\$ 7,854.00	\$ 125.00	12	\$ 1,500.00	\$ 115.00	12	\$ 1,380.00
16	Gillespie Field Trolley Station – 1990 ½ N Cuyamaca St, El Cajon	79,500	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 150.00	12	\$ 1,800.00
17	Spring Street Trolley Station – 4250 Spring St, La Mesa	85,000	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 165.00	12	\$ 1,980.00
18	Massachusetts Street Trolley Station – 1787 San Altos Pl, SD	85,000	2	\$ 654.50	12	\$ 7,854.00	\$ 381.00	12	\$ 4,572.00	\$ 165.00	12	\$ 1,980.00
19	Euclid Avenue Trolley Station – 450 Euclid Ave, San Diego	72,000	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 155.00	12	\$ 1,860.00
20	47th Street Trolley Station – 350 47th St, San Diego	66,500	2	\$ 654.50	12	\$ 7,854.00	\$ 286.00	12	\$ 3,432.00	\$ 150.00	12	\$ 1,800.00
Total Year 1				\$ 157,080.00			\$ 71,652.00			\$ 38,580.00		

Year Two - 8/1/2020 - 7/31/2021				Cannon Pacific			Day And Night Power Sweeping			San Diego Sweeping Services		
#	Description	Square Footage	Frequency Per Week	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price
1	Beyer Street Trolley Station – 4035 Beyer Blvd, Chula Vista	51,000	2	\$ 674.09	12	\$ 8,089.08	\$ 125.00	12	\$ 1,500.00	\$ 140.00	12	\$ 1,680.00
2	Iris Street Trolley Station – 3120 Iris Ave, Chula Vista	96,000	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 170.00	12	\$ 2,040.00
3	Palm Avenue Trolley Station – 2340 Palm Ave, Chula Vista	200,000	2	\$ 674.09	12	\$ 8,089.08	\$ 381.00	12	\$ 4,572.00	\$ 185.00	12	\$ 2,220.00
4	Palomar Street Trolley Station – 1265 Industrial Ave, Chula Vista	150,000	2	\$ 674.09	12	\$ 8,089.08	\$ 381.00	12	\$ 4,572.00	\$ 180.00	12	\$ 2,160.00
5	"H" Street (Chula Vista) Trolley Station – 745 H St, Chula Vista	122,000	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 175.00	12	\$ 2,100.00
6	"E" Street (Chula Vista) Trolley Station – 750 E Street, Chula Vista	145,000	2	\$ 674.09	12	\$ 8,089.08	\$ 381.00	12	\$ 4,572.00	\$ 180.00	12	\$ 2,160.00
7	24 th Street (National City) Trolley Station – 506 W 22 nd St, NC	65,500	2	\$ 674.09	12	\$ 8,089.08	\$ 192.00	12	\$ 2,304.00	\$ 125.00	12	\$ 1,500.00
8	8 th Street (National City) Trolley Station – 555 W 8 th St, National City	93,000	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 115.00	12	\$ 1,380.00
9	Old Town Transit Center - 4009 Taylor Street, San Diego	210,000	2	\$ 674.09	12	\$ 8,089.08	\$ 381.00	12	\$ 4,572.00	\$ 205.00	12	\$ 2,460.00
10	Morena Linda Vista Trolley Station - 5210 Linda Vista Rd. San Diego	74,000	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 145.00	12	\$ 1,740.00
11	Grantville Trolley Station – 4510 Alvarado Canyon Rd, San Diego	121,500	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 175.00	12	\$ 2,100.00
12	70 th Street Trolley Station – 7255 Alvarado Road, San Diego	58,000	2	\$ 674.09	12	\$ 8,089.08	\$ 192.00	12	\$ 2,304.00	\$ 135.00	12	\$ 1,620.00
13	Amaya Trolley Station – 9100 Amaya Dr, La Mesa	81,000	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 140.00	12	\$ 1,680.00
14	El Cajon Trolley Station – 352 S Marshall, El Cajon	350,000	2	\$ 674.09	12	\$ 8,089.08	\$ 572.00	12	\$ 6,864.00	\$ 245.00	12	\$ 2,940.00
15	Arnele Trolley Station – 762 ½ N Marshall, El Cajon	27,000	2	\$ 674.09	12	\$ 8,089.08	\$ 125.00	12	\$ 1,500.00	\$ 115.00	12	\$ 1,380.00
16	Gillespie Field Trolley Station – 1990 ½ N Cuyamaca St, El Cajon	79,500	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 150.00	12	\$ 1,800.00
17	Spring Street Trolley Station – 4250 Spring St, La Mesa	85,000	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 165.00	12	\$ 1,980.00
18	Massachusetts Street Trolley Station – 1787 San Altos Pl, SD	85,000	2	\$ 674.09	12	\$ 8,089.08	\$ 381.00	12	\$ 4,572.00	\$ 165.00	12	\$ 1,980.00
19	Euclid Avenue Trolley Station – 450 Euclid Ave, San Diego	72,000	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 155.00	12	\$ 1,860.00
20	47th Street Trolley Station – 350 47th St, San Diego	66,500	2	\$ 674.09	12	\$ 8,089.08	\$ 286.00	12	\$ 3,432.00	\$ 150.00	12	\$ 1,800.00
Total Year 2				\$ 161,781.60			\$ 71,652.00			\$ 38,580.00		

Year Three - 8/1/2021 - 7/31/2022				Cannon Pacific			Day And Night Power Sweeping			San Diego Sweeping Services		
#	Description	Square Footage	Frequency Per Week	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price
1	Beyer Street Trolley Station – 4035 Beyer Blvd, Chula Vista	51,000	2	\$ 694.28	12	\$ 8,331.36	\$ 128.75	12	\$ 1,545.00	\$ 140.00	12	\$ 1,680.00
2	Iris Street Trolley Station – 3120 Iris Ave, Chula Vista	96,000	2	\$ 694.28	12	\$ 8,331.36	\$ 294.58	12	\$ 3,534.96	\$ 170.00	12	\$ 2,040.00
3	Palm Avenue Trolley Station – 2340 Palm Ave, Chula Vista	200,000	2	\$ 694.28	12	\$ 8,331.36	\$ 392.43	12	\$ 4,709.16	\$ 185.00	12	\$ 2,220.00
4	Palomar Street Trolley Station – 1265 Industrial Ave, Chula Vista	150,000	2	\$ 694.28	12	\$ 8,331.36	\$ 392.43	12	\$ 4,709.16	\$ 180.00	12	\$ 2,160.00
5	"H" Street (Chula Vista) Trolley Station – 745 H St, Chula Vista	122,000	2	\$ 694.28	12	\$ 8,331.36	\$ 294.58	12	\$ 3,534.96	\$ 175.00	12	\$ 2,100.00

6	"E" Street (Chula Vista) Trolley Station – 750 E Street, Chula Vista	145,000	2	\$	694.28	12	\$	8,331.36	\$	392.43	12	\$	4,709.16	\$	180.00	12	\$	2,160.00
7	24 th Street (National City) Trolley Station – 506 W 22 nd St, NC	65,500	2	\$	694.28	12	\$	8,331.36	\$	197.76	12	\$	2,373.12	\$	145.00	12	\$	1,740.00
8	8 th Street (National City) Trolley Station – 555 W 8 th St, National City	93,000	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	115.00	12	\$	1,380.00
9	Old Town Transit Center - 4009 Taylor Street, San Diego	210,000	2	\$	694.28	12	\$	8,331.36	\$	392.43	12	\$	4,709.16	\$	205.00	12	\$	2,460.00
10	Morena Linda Vista Trolley Station - 5210 Linda Vista Rd. San Diego	74,000	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	145.00	12	\$	1,740.00
11	Grantville Trolley Station – 4510 Alvarado Canyon Rd, San Diego	121,500	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	175.00	12	\$	2,100.00
12	70 th Street Trolley Station – 7255 Alvarado Road, San Diego	58,000	2	\$	694.28	12	\$	8,331.36	\$	197.76	12	\$	2,373.12	\$	135.00	12	\$	1,620.00
13	Amaya Trolley Station – 9100 Amaya Dr, La Mesa	81,000	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	140.00	12	\$	1,680.00
14	El Cajon Trolley Station – 352 S Marshall, El Cajon	350,000	2	\$	694.28	12	\$	8,331.36	\$	589.16	12	\$	7,069.92	\$	245.00	12	\$	2,940.00
15	Arnele Trolley Station – 762 ½ N Marshall, El Cajon	27,000	2	\$	694.28	12	\$	8,331.36	\$	128.75	12	\$	1,545.00	\$	115.00	12	\$	1,380.00
16	Gillespie Field Trolley Station – 1990 ½ N Cuyamaca St, El Cajon	79,500	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	150.00	12	\$	1,800.00
17	Spring Street Trolley Station – 4250 Spring St, La Mesa	85,000	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	165.00	12	\$	1,980.00
18	Massachusetts Street Trolley Station – 1787 San Altos Pl, SD	85,000	2	\$	694.28	12	\$	8,331.36	\$	392.43	12	\$	4,709.16	\$	165.00	12	\$	1,980.00
19	Euclid Avenue Trolley Station – 450 Euclid Ave, San Diego	72,000	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	155.00	12	\$	1,860.00
20	47th Street Trolley Station – 350 47th St, San Diego	66,500	2	\$	694.28	12	\$	8,331.36	\$	294.58	12	\$	3,534.96	\$	150.00	12	\$	1,800.00
Total Year 3							\$	166,627.20				\$	73,801.56				\$	38,580.00

Option Year 1 (Year 4) - 8/1/2022 - 7/31/2023				Cannon Pacific			Day And Night Power Sweeping			San Diego Sweeping Services		
#	Description	Square Footage	Frequency Per Week	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price
1	Beyer Street Trolley Station – 4035 Beyer Blvd, Chula Vista	51,000	2	\$ 715.11	12	\$ 8,581.32	\$ 132.61	12	\$ 1,591.32	\$ 140.00	12	\$ 1,680.00
2	Iris Street Trolley Station – 3120 Iris Ave, Chula Vista	96,000	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 170.00	12	\$ 2,040.00
3	Palm Avenue Trolley Station – 2340 Palm Ave, Chula Vista	200,000	2	\$ 715.11	12	\$ 8,581.32	\$ 404.20	12	\$ 4,850.40	\$ 185.00	12	\$ 2,220.00
4	Palomar Street Trolley Station – 1265 Industrial Ave, Chula Vista	150,000	2	\$ 715.11	12	\$ 8,581.32	\$ 404.20	12	\$ 4,850.40	\$ 180.00	12	\$ 2,160.00
5	"H" Street (Chula Vista) Trolley Station – 745 H St, Chula Vista	122,000	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 175.00	12	\$ 2,100.00
6	"E" Street (Chula Vista) Trolley Station – 750 E Street, Chula Vista	145,000	2	\$ 715.11	12	\$ 8,581.32	\$ 404.20	12	\$ 4,850.40	\$ 180.00	12	\$ 2,160.00
7	24 th Street (National City) Trolley Station – 506 W 22 nd St, NC	65,500	2	\$ 715.11	12	\$ 8,581.32	\$ 203.69	12	\$ 2,444.28	\$ 125.00	12	\$ 1,500.00
8	8 th Street (National City) Trolley Station – 555 W 8 th St, National City	93,000	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 115.00	12	\$ 1,380.00
9	Old Town Transit Center - 4009 Taylor Street, San Diego	210,000	2	\$ 715.11	12	\$ 8,581.32	\$ 404.20	12	\$ 4,850.40	\$ 205.00	12	\$ 2,460.00
10	Morena Linda Vista Trolley Station - 5210 Linda Vista Rd. San Diego	74,000	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 145.00	12	\$ 1,740.00
11	Grantville Trolley Station – 4510 Alvarado Canyon Rd, San Diego	121,500	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 175.00	12	\$ 2,100.00
12	70 th Street Trolley Station – 7255 Alvarado Road, San Diego	58,000	2	\$ 715.11	12	\$ 8,581.32	\$ 203.69	12	\$ 2,444.28	\$ 135.00	12	\$ 1,620.00
13	Amaya Trolley Station – 9100 Amaya Dr, La Mesa	81,000	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 140.00	12	\$ 1,680.00
14	El Cajon Trolley Station – 352 S Marshall, El Cajon	350,000	2	\$ 715.11	12	\$ 8,581.32	\$ 606.83	12	\$ 7,281.96	\$ 245.00	12	\$ 2,940.00
15	Arnele Trolley Station – 762 ½ N Marshall, El Cajon	27,000	2	\$ 715.11	12	\$ 8,581.32	\$ 132.61	12	\$ 1,591.32	\$ 115.00	12	\$ 1,380.00
16	Gillespie Field Trolley Station – 1990 ½ N Cuyamaca St, El Cajon	79,500	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 150.00	12	\$ 1,800.00
17	Spring Street Trolley Station – 4250 Spring St, La Mesa	85,000	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 165.00	12	\$ 1,980.00
18	Massachusetts Street Trolley Station – 1787 San Altos Pl, SD	85,000	2	\$ 715.11	12	\$ 8,581.32	\$ 404.20	12	\$ 4,850.40	\$ 165.00	12	\$ 1,980.00
19	Euclid Avenue Trolley Station – 450 Euclid Ave, San Diego	72,000	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 155.00	12	\$ 1,860.00
20	47th Street Trolley Station – 350 47th St, San Diego	66,500	2	\$ 715.11	12	\$ 8,581.32	\$ 303.42	12	\$ 3,641.04	\$ 150.00	12	\$ 1,800.00
Total Option Year 1 (Year 4)						\$ 171,626.40			\$ 76,015.56			\$ 38,580.00

Option Year 2 (Year 5) - 8/1/2023 - 7/31/2024				Cannon Pacific			Day And Night Power Sweeping			San Diego Sweeping Services		
#	Description	Square Footage	Frequency Per Week	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price	Monthly Price	# of Months	Extended Price
1	Beyer Street Trolley Station – 4035 Beyer Blvd, Chula Vista	51,000	2	\$ 736.49	12	\$ 8,837.88	\$ 136.59	12	\$ 1,639.08	\$ 140.00	12	\$ 1,680.00
2	Iris Street Trolley Station – 3120 Iris Ave, Chula Vista	96,000	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 170.00	12	\$ 2,040.00
3	Palm Avenue Trolley Station – 2340 Palm Ave, Chula Vista	200,000	2	\$ 736.49	12	\$ 8,837.88	\$ 416.33	12	\$ 4,995.96	\$ 185.00	12	\$ 2,220.00
4	Palomar Street Trolley Station – 1265 Industrial Ave, Chula Vista	150,000	2	\$ 736.49	12	\$ 8,837.88	\$ 416.33	12	\$ 4,995.96	\$ 180.00	12	\$ 2,160.00
5	"H" Street (Chula Vista) Trolley Station – 745 H St, Chula Vista	122,000	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 175.00	12	\$ 2,100.00
6	"E" Street (Chula Vista) Trolley Station – 750 E Street, Chula Vista	145,000	2	\$ 736.49	12	\$ 8,837.88	\$ 416.33	12	\$ 4,995.96	\$ 180.00	12	\$ 2,160.00
7	24 th Street (National City) Trolley Station – 506 W 22 nd St, NC	65,500	2	\$ 736.49	12	\$ 8,837.88	\$ 209.80	12	\$ 2,517.60	\$ 125.00	12	\$ 1,500.00
8	8 th Street (National City) Trolley Station – 555 W 8 th St, National City	93,000	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 115.00	12	\$ 1,380.00
9	Old Town Transit Center - 4009 Taylor Street, San Diego	210,000	2	\$ 736.49	12	\$ 8,837.88	\$ 416.33	12	\$ 4,995.96	\$ 205.00	12	\$ 2,460.00
10	Morena Linda Vista Trolley Station - 5210 Linda Vista Rd. San Diego	74,000	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 145.00	12	\$ 1,740.00
11	Grantville Trolley Station – 4510 Alvarado Canyon Rd, San Diego	121,500	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 175.00	12	\$ 2,100.00
12	70 th Street Trolley Station – 7255 Alvarado Road, San Diego	58,000	2	\$ 736.49	12	\$ 8,837.88	\$ 209.80	12	\$ 2,517.60	\$ 135.00	12	\$ 1,620.00
13	Amaya Trolley Station – 9100 Amaya Dr, La Mesa	81,000	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 140.00	12	\$ 1,680.00
14	El Cajon Trolley Station – 352 S Marshall, El Cajon	350,000	2	\$ 736.49	12	\$ 8,837.88	\$ 625.04	12	\$ 7,500.48	\$ 245.00	12	\$ 2,940.00
15	Arnele Trolley Station – 762 ½ N Marshall, El Cajon	27,000	2	\$ 736.49	12	\$ 8,837.88	\$ 136.59	12	\$ 1,639.08	\$ 115.00	12	\$ 1,380.00
16	Gillespie Field Trolley Station – 1990 ½ N Cuyamaca St, El Cajon	79,500	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 150.00	12	\$ 1,800.00
17	Spring Street Trolley Station – 4250 Spring St, La Mesa	85,000	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 165.00	12	\$ 1,980.00
18	Massachusetts Street Trolley Station – 1787 San Altos Pl, SD	85,000	2	\$ 736.49	12	\$ 8,837.88	\$ 416.33	12	\$ 4,995.96	\$ 165.00	12	\$ 1,980.00

19	Euclid Avenue Trolley Station – 450 Euclid Ave, San Diego	72,000	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 155.00	12	\$ 1,860.00
20	47th Street Trolley Station – 350 47th St, San Diego	66,500	2	\$ 736.49	12	\$ 8,837.88	\$ 312.52	12	\$ 3,750.24	\$ 155.00	12	\$ 1,860.00
Total Option Year 2 (Year 5)						\$ 176,757.60			\$ 78,296.04			\$ 38,580.00

Will-Call/Emergency Services	
#	Contract Year
1	Contract Year 1
2	Contract Year 2
3	Contract Year 3
4	Option Year 1 (Contract Year 4)
5	Option Year II (Contract Year 5)

Canon Pacific			Day and Night Power Sweeping			San Diego Sweeping Services		
Est. Qty. of Hours	Hourly Rate	Extended Price	Est. Qty. of Hours	Hourly Rate	Extended Price	Est. Qty. of Hours	Hourly Rate	Extended Price
36	\$ 120.00	\$ 4,320.00	36	\$ 55.00	\$ 1,980.00	36	\$ 50.00	\$ 1,800.00
36	\$ 123.60	\$ 4,449.60	36	\$ 55.00	\$ 1,980.00	36	\$ 50.00	\$ 1,800.00
36	\$ 127.30	\$ 4,582.80	36	\$ 56.65	\$ 2,039.40	36	\$ 50.00	\$ 1,800.00
36	\$ 131.11	\$ 4,719.96	36	\$ 58.35	\$ 2,100.60	36	\$ 50.00	\$ 1,800.00
36	\$ 135.04	\$ 4,861.44	36	\$ 60.10	\$ 2,163.60	36	\$ 50.00	\$ 1,800.00

CONTRACT TERM	
YEAR ONE (1) - 8/1/2019 - 7/31/2020	
YEAR TWO (2) - 8/1/2020 - 7/31/2021	
YEAR THREE (3) - 8/1/2021 - 7/31/2022	
Will Call/Emergency Services Year 1	
Will Call/Emergency Services Year 2	
Will Call/Emergency Services Year 3	
Subtotal (Base Years 1-3)	
OPTION YEAR I (Year 4) - 8/1/2022 - 7/31/2023	
OPTION YEAR II (Year 5) - 8/1/2023 - 7/31/2024	
Will Call/Emergency Services Option Year 1 (Year 4)	
Will Call/Emergency Services Option Year 2 (Year 5)	
Subtotal (Option Years)	
GRAND TOTAL - (BASIS OF AWARD):	

CANON PACIFIC TOTALS		Day and Night Power Sweeping		San Diego Sweeping Services	
\$	157,080.00	\$	71,652.00	\$	38,580.00
\$	161,781.60	\$	71,652.00	\$	38,580.00
\$	166,627.20	\$	73,801.56	\$	38,580.00
\$	4,320.00	\$	1,980.00	\$	1,800.00
\$	4,449.60	\$	1,980.00	\$	1,800.00
\$	4,582.80	\$	2,039.40	\$	1,800.00
\$	498,841.20	\$	223,104.96	\$	121,140.00
\$	171,626.40	\$	76,015.56	\$	38,580.00
\$	176,757.60	\$	78,296.04	\$	38,580.00
\$	4,719.96	\$	2,100.60	\$	1,800.00
\$	4,861.44	\$	2,163.60	\$	1,800.00
\$	357,965.40	\$	158,575.80	\$	80,760.00
\$	856,806.60	\$	381,680.76	\$	201,900.00

*\$858,811.00 on Bid Form

SECTION 2.0 - SCOPE OF WORK/TECHNICAL SPECIFICATIONS

PARKING LOT SWEEPING SERVICES **MTS DOC. NO. L1503.0-19**

2.1 INTRODUCTION

The purpose of this Contract is to obtain parking lot sweeping services for MTS Rail Stations parking lots and bus loops located throughout the MTS Rail System. This will include removal of debris from parking lots, bus loops, sidewalks, behind the tire stops, on curbs, and other hard to sweep areas. The names and addresses of each site where parking lot sweeping services are to be performed, including aerial views are attached in Section 3.0 and made part of this Scope of Work. Estimated square footage for each location is also included.

Generally, the successful Contractor shall provide parking lot sweeping services at the following locations.

- UC San Diego Blue Line consists of (8) locations
- Orange Line consists of (8) locations
- Sycuan Green Line consists of (4) locations

2.2 DEFINITIONS

- I. The word “clean” is defined as meaning: no visible debris such as dirt, sand, glass, paper, cans, leaves, sticks, small limbs and other objects left on any freshly swept areas.
- II. The word “debris” is defined as meaning: items such as, but not limited to, the following: paper, glass, cans, bottles, sand, rocks, wire, cellophane, leaves, grass clippings, cigarette butts.

2.3 PERFORMANCE OF SERVICES

- I. The Contractor shall provide parking lot sweeping services, including all supervision, products, materials, equipment operators, and transportation to complete the work. The Contractor shall provide personnel who are skilled in the performance of parking lot sweeping. All personnel are to conduct work in a professional manner with minimal disturbances.
- II. Contractor shall be responsible for disposing of all collected dirt and waste at an approved facility or landfill. The Contractor shall not use any MTS receptacle(s) to dispose of any material collected during the performance of this contract.
- III. Contractor shall take all appropriate steps to ensure that all services performed under this contract are in accordance with all applicable city, county, state and federal laws and in accordance with best practices of environmental professionals.

- IV. The Contractor shall provide an adequate staff of personnel with the necessary management of expertise to ensure the performance of the work is in accordance with sound and efficient management practices. The Contractor shall provide competent Supervisors and/or Project Managers. The Supervisor and/or Project Manager shall be knowledgeable of the terms and specifications of this Contract.
- V. The Contractor shall perform the work in a way to minimize disruption to the flow of traffic which will include patrons traveling to and from the stations.
- VI. The Contractor is responsible for providing enough sweeper trucks and workers to perform the service per location, and a Manager / Supervisor shall be available (on-call) if needed.
- VII. The Contractor shall send (via e-mail) the weekly sweeping schedule to the Contract Manager by Monday morning of each week. This is used to monitor progress and give a true picture of the work that is performed. If any changes are made during the week, the MTS Contract Manager shall be notified of the changes.

2.4 SUPPLIES AND EQUIPMENT

- I. The Contractor shall furnish at its own expense, all labor, supervision, materials, supplies, and equipment necessary to perform the Contract.
- II. Examples of commercial equipment to be utilized by the Contractor include sweeper trucks, equipment with broom attachment for sand removal, and blowers.
- III. Examples of additional supplies and materials expected to be required during the performance of the walk through of the parking lots include: trash bags, litter picker, dustpan, and broom.
- IV. The equipment used to perform the sweeping service shall be maintained to prevent excessive noise.
- V. The Contractor's vacuum / sweeping fleet shall be sufficient enough to carry out contract requirements. As part of MTS's due diligence, these requirements shall be verified by a formal inspection.

2.5 SPECIAL CONDITIONS

- I. If the sweeper cannot reach or clean an area, the Contractor will be expected to use a vacuum/blower or broom and dustpan method to clean. This includes areas under parked vehicles, behind the tire stops, in corners, and areas adjacent to curbs in the lots.

- II. Bottles, cans, sticks, branches, small limbs, and other trash or debris shall be picked up by hand if the sweeper truck will not pick them up due to the clogging of the hopper or if the debris is located behind the tire stops.
- III. The Contractor shall not blow or dump debris and leaves onto MTS parking lot surfaces, sidewalks or in the drains. If the contractor is found in violation of this requirement, MTS Contract Manager will contact the Contractor and expect the violation in accordance with Section 2.7 below.
- IV. The Contractor shall perform a walk-through of the parking lots after each visit to de-litter the lot of hard to reach debris such as cans and bottles that are left on the light pole pedestals, sidewalks, behind the tire stops and other hard to reach areas.
- V. Some parking lots have an abundance of leaves during the months of October, November, December, and January: a truck with 6 – 8 yd. hopper for leaves or additional sweeps may be necessary at no additional cost to MTS. It will be the Contractor's responsibility to remove and dispose of the leaves and debris.

2.6 ROUTINE SERVICE HOURS AND FREQUENCY SCHEDULE

- I. The Contractor shall perform routine service at listed locations between the hours of 10:00 P.M. PST and 5:00 A.M PST.
- II. Contractor shall provide service for each location two (2) times per week. Sweepings of the same location shall not be done within 48 hours of each other or separated by more than 96 hours.

2.7 UNSATISFACTORY WORK

The MTS Contract Manager reserves the right to perform random inspections at any time throughout the duration of the contract. Any deviation from the requirements set forth in the Scope of Work will be communicated to the Contractor via email and or telephone call. The Contractor is expected complete any missing, incomplete or unsatisfactory work within 24 hours of notification at no additional cost.

Failure to address any notices of unsatisfactory work/performance may result in payment delays until those concerns/issues are addressed by Contractor.

2.8 PROPERTY DAMAGE

- I. The Contractor shall adequately protect MTS property, adjacent property and the public. In the event of damage to a structure or vehicles in the parking lots/bus loops as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the Contract Manager.

- II. All costs involved in making repairs and restoring property damage caused by the Contractor shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from damage.

2.9 CENTRAL ANSWERING SERVICE/RESPONSE TIME

Contractor shall assign a Project Manager to act as the single point of contact for services related to this contract. Contractor's Project Manager or designee/call center shall be available twenty four (24) hours per day, 7 days per week, and furnish MTS with dispatch phone numbers as available. The Contractor must respond to all telephone calls within two (2) hours of contact from MTS.

2.10 EMERGENCY/WILL CALL SERVICES

- I. The Contractor shall perform emergency/will call services within two (2) hours after notification by MTS Contract Manager. The sweeping services shall be performed in accordance with Section 2.3 – Performance of Services of the Scope of Work.
- II. Compensation for emergency/will call services shall be made according to the all-inclusive emergency hourly rate given on the original bid sheets. The Contractor's personnel performing these services shall notify the Contract Manager at their time of arrival at location and departure for time verification.

2.11 PAYMENT TERMS

Unless otherwise stated in the specifications or bid forms, one hundred (100%) of the contract price for each unit or units of material or equipment furnished and delivered under these specifications, will be paid to the Contractor within thirty (30) days after delivery to and acceptance by MTS of the unit or units ordered, as herein provided, and after the statements covering the unit or units have been presented to MTS by the Contractor.

Cash discounts as shown on the bid form shall be accepted at the option of MTS. Otherwise the terms will be Net thirty (30) from acceptance. Payment terms less than ten (10) days from acceptance will not be considered. Advanced Payment is Not Allowable

2.12 INVOICES

Invoices must be sent to the MTS Accounting Department, 1255 Imperial Ave., Suite 1000, San Diego, CA 92101-7490. All invoices must have the Purchase Order and contract number clearly displayed to ensure timely payment. MTS will not pay on

packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

Contractors must also indicate if any of the invoiced amount is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in Section 16 Prompt Progress Payments of the Standard Conditions



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

Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

CREATIVE / MARKETING / BRANDING ON CALL SERVICES – CONTRACT
AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to ratify Amendment No. 1 (\$99,000) and execute Amendment No. 2 to G2053.0-18 (in substantially the same format as Attachment A) with Civilian, Inc. (Civilian) in the amount of \$1,803,000. The amendment will allow for additional on-call service hours, to include advertising and media buying services, as well as exercise all option years (\$104,050.00). The original board approval amount of \$491,150.00 will increase to a not to exceed amount of \$2,006,050.

Budget Impact

Funding for this amendment would be provided by MTS through the Marketing Department's general operating budget (551010-571210). The total amount of additional dollars on this contract is allocated as follows:

BUDGET SUMMARY	
Description	Amount
Ratification of Amendment 1 executed June 17, 2019	\$ 99,000.00
Ad Placement / Ad buy Budget - FY20 to FY23	\$ 1,220,000.00
Media Buy - Agency Commission (15%)- FY20 to FY23	\$ 183,000.00
Additional Budget for Creative, Marketing, Branding Services On Call Services FY20 to FY23	\$ 400,000.00
Exercising of remaining option years	\$ 104,050.00
TOTAL:	\$ 2,006,050.00



Approximately \$400,000 would be paid to Civilian for additional on-call services, \$183,000 would be paid to Civilian to compensate for media buy commissions and hours spent securing ad placement for MTS. The remaining amount, of \$1,220,000, is the advertising budget anticipated by MTS for the next four years (this sum would be spent for ad buys by MTS regardless of this contract amendment). This amendment allows Civilian to use already budgeted advertising dollars to purchase ads on behalf of MTS.

DISCUSSION:

In June 2018, MTS awarded a Standard Services Agreement with Civilian, Inc. to provide Creative Marketing and Branding On-Call Services for a 5-year contract term (3-year base with two 1-year options) effective July 1, 2018, through June 30, 2023. At the time this RFP was created, Marketing's primary goal was to seek a qualified firm to develop a variety of marketing, branding, communications and public outreach strategies as part of a five-year ridership campaign to coincide with major service changes in an effort to reverse the decline in ridership. However, since the contract was awarded, new initiatives including Elevate SD 2020 efforts have become an unforeseen priority requiring additional budget for on-call services and a need to expand Civilian's scope of services to include media buying and ad placement services.

On-Call Services:

Marketing anticipated that the first two years of on-call services would require the most budget to set the stage to develop a long-term strategic and creative marketing communications plan and brand development for our ridership campaign. However, the budget expenses in year one exceeded projections due to the addition of Elevate SD 2020 efforts.

Year one efforts included many tasks that have already been completed and/or are currently in the works, such as marketing planning, communications audits, a quick-win ridership campaign, marketing communications plan, message strategy, graphic elements, public relations, community outreach, community advisory committee support, community advisory committee online forum, production design support and next generation fare system brand development.

However, since a large portion of the approved on-call services budget has been allocated for initial Elevate SD 2020 efforts, MTS is seeking an additional budget of \$100,000 per year over the next four (4) years to allow for continued on-call services to support Elevate SD 2020 and general marketing efforts.

On-Call services are billed at an hourly rate of \$150 per hour. Allowing an additional \$100,000 per year for on-call services provides up to 667 additional hours of on-call services. (\$400,000 total over four years, from July 2019 through June 2023).

Media Buying Commissions:

Civilian's current scope of on-call services includes the ability to provide advertising strategies and planning. MTS would like to expand the scope of services to allow Civilian to perform the advertising and media buying services to ensure that the executed buys over the next few years seamlessly tie together with: Elevate SD 2020 efforts, MTS's

overall ridership campaign, the launch of MTS's new fare system and possibly Mid-Coast Trolley.

In order for Civilian to perform the advertising buys on behalf of MTS, Civilian will receive a standard 15% agency commission fee as payment for those services. The \$150 hourly rate for on-call services would not apply.

Ad Placement Budget:

MTS spent approximately \$400,000 in FY19 for various advertising campaigns which included efforts to launch the MTS "Choose Transit" and "Free Ride Day" campaigns. Marketing anticipates a similar annual advertising budget of approximately \$390,000 for the first two years and smaller budget of about \$220,000 for the last two years of this contract. The budget for advertising placement would be allocated from the existing MTS fiscal year budgets (MTS would reimburse Civilian for ad placement per the approved ad budget).

The chart below shows the combined annual cost for the 15% agency commission fees and the ad placement budget for each fiscal year. The total for four fiscal years is \$1,403,000 for media buy commissions and ad placement among a variety of channels including digital, mobile, social, print, outdoor, television, radio, and direct mail.

	FY20	FY21	FY22	FY23	TOTAL
Ad Placement Budget	\$390,000	\$390,000	\$220,000	\$220,000	\$1,220,000
Ad Buy Commissions (15%)	\$58,500	\$58,500	\$33,000	\$33,000	\$183,000

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to ratify Amendment no.1 (\$99,000), execute Amendment no. 2 to MTS Doc. No. G2053.0-18 (in substantially the same format as Attachment A) with Civilian, Inc. in the amount of \$1,803,000 for additional on-call services hours for the Creative Marketing Branding Services Contract and to include advertising and media buying services, and to exercise all option years (\$104,050.00) for a not to exceed total amount of \$2,006,050.

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

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

Attachment: A. Draft Amendment G2053.2-18

DRAFT

June 28, 2019

MTS Doc. No. G2053.2-18

Civilian Inc.
Stacey Nelson Smith
2468 Historic Decatur Road, Suite 250
San Diego, CA 92106

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G2053.0-18; CIVILIAN INC., CREATIVE,
MARKETING, BRANDING SERVICES

Ms. Stacey Nelson Smith:

This shall serve as Amendment No. 2 to our agreement for the Creative, Marketing, Branding Services as further described below.

SCOPE

Continuously provide the creative, marketing, and branding on call services in accordance with the terms and conditions of the original agreement, MTS Doc. No. G2053.0-18 and provide additional media buying services, including market research, planning for media purchases, negotiation of rates, and purchasing advertising space on behalf of MTS as specified by in Attachment A.

SCHEDULE

As a result of this amendment, the agreement is extended from July 1, 2021 to June 30, 2023. The option terms are shown below:

- Option Year 1- July 1, 2021 to June 30, 2022
- Option Year 2- July 1, 2022 to June 30, 2023.

PAYMENT

As a result of this Amendment the contract value will increase by \$1,907,050.00 from \$486,100.00 to \$2,393,150.00. 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:

Paul C. Jablonski
Chief Executive Officer

Stacey Nelson Smith
Chief Operating Officer

Date: _____

Enclosure: Attachment A – Statement of Work

Attachment B – Amendment 2 (G2053.2.18) Detailed Budget Information

Cc: J. Krieg, R. Schupp, S. Elmer, R Degala

ATTACHMENT A STATEMENT OF WORK

I. PROJECT DESCRIPTION

CIVILIAN will continue to provide on-call creative marketing and branding services as specified in the Scope of Work in the current Standard Services Agreement (attached as Exhibit A) and in addition will act as an Advertising and Media Buyer, serving as an extension of MTS's Marketing Department in the planning, implementing, and monitoring of marketing strategies on an as needed basis. MTS will work with CIVILIAN to develop creative concepts and themes for digital, print, radio, outdoor, and television mediums.

The total in-house advertising buy budget was approximately \$400,000 in FY19 (July 1, 2018 to June 30, 2019), which largely included efforts to promote MTS "Choose Transit" and "Free Ride Day" campaigns. Given the uniqueness and political complexities of the Elevate SD 2020 efforts, MTS is seeking CIVILIAN's expertise in placing strategic and comprehensive buys that would successfully tie together an Elevate SD 2020 education campaign with MTS's overall ridership campaign, the launch of MTS's new fare system and possibly Mid-Coast Trolley. Most of the dollars allocated for advertising in the annual Marketing and Elevate SD 2020 budgets would be provided to CIVILIAN to manage campaign ad placement on behalf of MTS. The budget may vary by year during the length of the agreement depending on the campaign.

It is expected that all media buys proposed and placed by CIVILIAN will put paramount importance on fulfilling MTS's mission and goals for each campaign. CIVILIAN must be impartial and objective in relationship with all media outlets. CIVILIAN, in accordance with MTS policy, will obtain at least three competitive bids for each media buy. Final determination of preferred media will be made by MTS and CIVILIAN. Personal relationships or business affiliations shall not take precedence over MTS's interests in any media-buying decisions undertaken on MTS's behalf. All planned media buys are to be kept confidential until the actual roll out of the campaign. CIVILIAN must not release any information about any campaign at any time without prior written approval by MTS.

II. EXPECTED RESULTS

The advertising buy will support MTS goals of increasing ridership, generating brand awareness, and fostering support for public transit in the San Diego region. The recommended strategies and tactics will be measurable (quantitative and qualitative), actionable (capable of being activated against), and relevant (meeting the goals to solve organizational challenges). Channels to be considered will include digital, mobile, social, print, outdoor, television, radio, direct, partnerships, event activations, and others which together provide the optimal mix of awareness, consideration and conversion for our key audience segments.

III. SCOPE OF WORK

CIVILIAN shall provide the following services:

1. Develop an overall strategy and plan for advertising in MTS's service area. Provide ideas and suggestions to assist MTS's Marketing Department in reaching target markets with an established budget.
2. Collaborate with MTS's Marketing department and Graphic Designers to develop creative concepts and themes.
3. Provide media buying services, including market research, planning for media purchases, negotiation of rates, and purchasing advertising space on behalf of MTS. Note: CIVILIAN must show proof of expense for "Materials" and "Other Expenses" incurred. MTS is not obligated to the amounts shown for "Materials" and "Other Expenses" without proof of expense. MTS shall reimburse for standard agency commission fees of up to 15% by CIVILIAN.
4. Check and verify media insertions, displays, broadcasts or other means used.
5. Follow a step by step process for each media campaign as follows:
 - MTS shall establish campaign goal with CIVILIAN.
 - MTS shall establish campaign budget with CIVILIAN.
 - CIVILIAN shall provide MTS with available media options and pricing to reach the campaign goal within the established budget.
 - CIVILIAN shall provide MTS with a recommended mix of media for the campaign.
 - MTS and CIVILIAN shall then determine the best course of action, and MTS shall authorize CIVILIAN to proceed with purchasing media from vendors.
6. To the greatest extent feasible CIVILIAN shall provide multiple quotes (MTS's preference is three or more quotes) for media purchases. If multiple quotes are not attainable CIVILIAN shall provide MTS with documentation illustrating the price reasonableness of the media purchase.
7. Prior to CIVILIAN purchasing any media, CIVILIAN shall seek approval from MTS's assigned Project Manager.
8. MTS reserves the right to reject the request or authorize CIVILIAN to purchase the media on MTS's behalf.
9. Audit media invoices for accuracy and process payment of invoices in a timely manner. Payment shall be made directly to vendor and billed to MTS for reimbursement. When submitting invoices for reimbursement, CIVILIAN shall provide copies of invoices sufficiently documenting the cost paid by CIVILIAN for the media purchase.
10. Media purchase shall be reimbursed to CIVILIAN at cost with an additional agency commission markup of up to 15% to CIVILIAN.
11. CIVILIAN shall effectively measure the success of all media placement and provide a recap and comprehensive evaluation of the recommended campaign. The report shall be submitted to MTS's Project Manager on a quarterly basis or as requested by MTS's

Project Manager. MTS shall then evaluate the work of CIVILIAN and determine the successfulness of the campaign. This evaluation shall include the following review: timeliness of work, placed media, and gross impressions with targeted demographics.

12. CIVILIAN must be available to meet with MTS staff in person when given a one-day notice, and/or be available by phone, depending on what the situation warrants. It is expected that most business will be conducted by phone, or e-mail.

IV. PERIOD OF PERFORMANCE

July 2019 – June 2023

V. DELIVERABLES

- On-call Creative Marketing and Branding Services
- Advertising and Media buying

ATTACHMENT B**AMENDMENT 2 (G2053.2-18) DETAILED BUDGET INFORMATION**

Exercising of 2- 1 Year Option			
Opt.1	Year 4 (FY22)	Creative, Marketing, Branding Services On Call Services	\$ 56,250.00
Opt.2	Year 5 (FY23)	Creative, Marketing, Branding Services On Call Services	\$ 47,800.00
Subtotal:			\$ 104,050.00

Ad Placement / Ad buy Budget - FY20 to FY23			
Base	Year 1 (FY19)	Ad Placement / Ad buy Budget	N/A
Base	Year 2 (FY20)	Ad Placement / Ad buy Budget	\$390,000.00
Base	Year 3 (FY21)	Ad Placement / Ad buy Budget	\$390,000.00
Opt.1	Year 4 (FY22)	Ad Placement / Ad buy Budget	\$ 220,000.00
Opt.2	Year 5 (FY23)	Ad Placement / Ad buy Budget	\$ 220,000.00
Subtotal:			\$ 1,220,000.00

Media Buy - Agency Commission (15%)- FY20 to FY23			
Base	Year 1 (FY19)	Media Buy - Agency Commission (15%)	N/A
Base	Year 2 (FY20)	Media Buy - Agency Commission (15%)	\$58,500.00
Base	Year 3 (FY21)	Media Buy - Agency Commission (15%)	\$58,500.00
Opt.1	Year 4 (FY22)	Media Buy - Agency Commission (15%)	\$ 33,000.00
Opt.2	Year 5 (FY23)	Media Buy - Agency Commission (15%)	\$ 33,000.00
Subtotal:			\$ 183,000.00

Additional Budget for Creative, Marketing, Branding Services On Call Services FY20 to FY23			
Base	Year 1 (FY19)	Creative, Marketing, Branding Services On Call Services	N/A
Base	Year 2 (FY20)	Creative, Marketing, Branding Services On Call Services	\$ 100,000.00
Base	Year 3 (FY21)	Creative, Marketing, Branding Services On Call Services	\$ 100,000.00
Opt.1	Year 4 (FY22)	Creative, Marketing, Branding Services On Call Services	\$ 100,000.00
Opt.2	Year 5 (FY23)	Creative, Marketing, Branding Services On Call Services	\$ 100,000.00
Subtotal:			\$ 400,000.00

GRAND TOTAL:			\$ 1,907,050.00
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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

INCREASED AUTHORIZATION FOR LEGAL SERVICE CONTRACTS TO PAY THE
PROJECTED EXPENSES IN FISCAL YEAR 2020

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein, increasing the dollar amount of six (6) legal services contracts by \$675,000.00 to cover anticipated fiscal year 2020 (FY20) expenses (Attachments A – F).

Budget Impact

Sufficient funding has been programmed to pay these expenses in the current operating and capital budgets. The departments from which these expenses are drawn include: Risk & Claims, Real Estate, General Counsel, Human Resources, Storm Water and the San Diego & Arizona Eastern Railway (SD&AE).

DISCUSSION:

On October 11, 2018, the Board established a panel of qualified law firms to assist MTS, San Diego Trolley, Inc. (SDTI) and San Diego Transit Corporation (SDTC) with various legal matters on an as-needed basis. Thereafter, MTS began contracting with eighteen of the approved firms for designated amounts. The firms provide different specialties of law, such as tort liability, workers' compensation, employment practices, real estate, environmental, and taxation. Six of these firms will require contract increases to pay current and anticipated legal expenses in FY 20.

Rather than coming to the Board individually with each firm when the contract balance runs low, staff now requests Board approval on an annual basis at the start of each fiscal year and at the midpoint of each fiscal year.



The contract increases are based upon each firm's current caseload, the likelihood that a particular case may go to trial, and anticipated future litigation assigned to these firms in the current fiscal year. The following table includes the contracts needing Board approval to increase the dollar amount for legal services contracts for FY 20:

#	Firm Name	Contract/ Amendment No.	Current Contract Amount	Proposed Increase Amount	Total Contract Amount	Attachment
1	Best Best & Krieger	G2200.1-19	\$102,785.29	\$125,000	\$227,785.29	A
2	Daley & Heft	G2204.1-19	\$ 75,000	\$ 75,000	\$150,000	B
3	Environmental Law Group	G2212.1-19	\$ 69,796.09	\$100,000	\$169,796.09	C
4	Liedle, Larson & Vail, LLP	G2205.1-19	\$407,296.81	\$150,000	\$557,296.81	D
5	Paul, Plevin, Sullivan, & Connaughton, LLP	G2203.1-19	\$160,083.81	\$ 75,000	\$235,083.81	E
6	Tyson & Mendes	G220810-19	\$164,478.92	\$150,000	\$314,478.92	F
Totals			\$979,440.92	\$675,000	\$1,654,440.92	

That the MTS Board of Directors authorize the CEO to execute amendments to the legal services contracts described above, increasing the dollar amount of six (6) legal services by \$675,000.00 contracts to cover anticipated fiscal year 2020 (FY20) expenses. (Attachments A – F)

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

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

Attachments: A. Contract Amendment G2200.1-19 Best, Best & Krieger
B. Contract Amendment G2204.1-19 Daley & Heft
C. Contract Amendment G2212.1-19 Environmental Law Group
D. Contract Amendment G2205.1-19 Liedle, Larson & Vail
E. Contract Amendment G2203.1-19 Paul, Plevin, Sullivan & Connaughton
F. Contract Amendment G2208.1-19 Tyson & Mendes

July 29, 2019

MTS Doc. No. G2200.0-19

DRAFT

Best Best & Krieger, LLP
Mr. Bruce W. Beach
Equity Partner
655 West Broadway, 15th Floor
San Diego, CA 92101

Dear Mr. Beach:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G2200.0-19; LEGAL SERVICES – ALL AREAS OF
MTS OPERATION

This shall serve as Amendment No. 1 to our agreement for the legal services as further described below.

SCOPE

Continue to provide general legal advice and services for all areas of MTS operation in accordance with the terms and conditions of the original agreement, MTS Doc. No. G2200.0-19.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$125,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$227,785.29. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Bruce W. Beach
Best Best & Krieger, LLP

JULY2019.G2200.1-19.BBK.doc

Date: _____

Cc: K. Landers, S. Lockwood, J. Rider, Procurement File

July 29, 2019

MTS Doc. No. G2204.0-19

DRAFT

Daley & Heft, LLP
Mr. Scott Noya
Partner
462 Stevens Ave, Suite 201
Solana Beach, CA 92075-2099

Dear Mr. Noya:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G2204.0-19; LEGAL SERVICES – GENERAL
COUNSEL REGARDING LIABILITY

This shall serve as Amendment No. 1 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – general counsel regarding liability in accordance with the terms and conditions of the original agreement, MTS Doc. No. G2204.0-19.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$75,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$150,000. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Scott Noya, Partner
Daley & Heft, LLP

G2205.1-19.DALEY&HEFT.JRIDER.072019

Date: _____

Cc: K. Landers, S. Lockwood, J. Rider, Procurement File

July 29, 2019

MTS Doc. No. G2212.0-19

DRAFT

Environmental Law Group, LLP
Varco & Rosenbaum
Ms. Suzanne Varco
Managing Partner
225 Broadway, Suite 1900
San Diego, CA 92101-3542

Dear Ms. Varco:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G2212.0-19; LEGAL SERVICES –
ENVIRONMENTAL & REAL ESTATE

This shall serve as Amendment No. 1 to our agreement for the legal services as further described below.

STATEMENT OF WORK

Continue to provide legal services as directed by the General Counsel regarding environmental and real estate law in accordance with the terms and conditions of the original agreement MTS Doc No. G2212.0-19.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$100,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$169,796.09. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Suzanne Varco, Attorney
Environmental Law Group, LLP

G2212.1-19.VARCO.JRIDER.72019

Date: _____

Cc: S. Lockwood, K. Landers, J. Rider, Procurement File

July 29, 2019

MTS Doc. No. G2205.0-19

DRAFT

Liedle, Larson & Vail, LLP
Mr. Matthew J. Liedle
Managing Partner
12520 High Bluff Dr., Suite 200
San Diego, CA 92130

Dear Mr. Liedle:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G2205.0-19; LEGAL SERVICES – GENERAL LIABILITY, LABOR AND EMPLOYMENT LAW, CONSTRUCTION CONTRACTS AND CLAIMS, AMERICANS WITH DISABILITIES ACT (ADA), AND CIVIL RIGHTS

This shall serve as Amendment No. 1 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – general liability, labor and employment law, construction contracts and claims, Americans with Disabilities Act (ADA), and civil rights in accordance with the terms and conditions of the original agreement, MTS Doc. No. G2205.0-19.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$150,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$557,296.81. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Matthew J. Liedle
Liedle, Larson & Vail, LLP

G2205.1-19.LLV.JRIDER.072519

Date: _____

Cc: K. Landers, S. Lockwood, J. Rider, Procurement File

July 29, 2019

MTS Doc. No. G2203.0-19

DRAFT

Paul, Plevin, Sullivan, and Connaughton, LLP
Mr. J. Rod Betts
Partner
101 West Broadway, 9th Floor
San Diego, CA 92101

Dear Mr. Betts:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G2203.0-19; LEGAL SERVICES – LABOR AND
EMPLOYMENT, ADA, CIVIL RIGHTS AND PUBLIC ENTITY

This shall serve as Amendment No. 1 to our agreement for the legal services as further described below.

SCOPE

Continue to provide legal services – labor and employment, ADA, civil rights and public entity law in
accordance with the terms and conditions of the original agreement, MTS Doc. No. G2203.0-19.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$75,000 for legal services. The total
value of this contract including this amendment shall be in the amount of \$235,083.81. This amount shall
not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

J. Rod Betts
Paul, Plevin, Sullivan and Connaughton, LLP

G2203.1-19.PPSCLLP.JRIDER.072619

Date: _____

Cc: K. Landers, J. Stumbo, S. Lockwood, B. Shannon, J. Rider, Procurement File

July 29, 2019

MTS Doc. No. G2208.0-19

DRAFT

Tyson & Mendes, LLP
Mr. Patrick Mendes
Founding Partner
5661 La Jolla Blvd.
San Diego, CA 92037

Dear Mr. Mendes:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G2208.0-19; LEGAL SERVICES – LIABILITY LAW

This shall serve as Amendment No. 1 to our agreement for the legal services as further described below.

STATEMENT OF WORK

Continue to provide legal services – liability law in accordance with the terms and conditions of the original agreement, MTS Doc. No. G2208.0-19.

SCHEDULE

There is no change to the term of this agreement.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$150,000 for legal services. The total value of this contract including this amendment shall be in the amount of \$314,478.92. This amount shall not be exceeded without written approval from MTS.

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

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Patrick Medes, Founding Partner
Tyson & Mendes, LLP

JULY2019.G2208.1-19.TYSON&MENDES.LEGAL.doc

Date: _____

Cc: S. Lockwood, K. Landers, J. Rider, Procurement File



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San Diego, CA 92101-7490
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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

JANITORIAL SERVICES – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to ratify Amendments 1 through 8 and execute Amendment No. 9 to MTS Doc. No. G1931.0-16 (in substantially the same format as Attachment A) with NMS Management Inc., a Disadvantaged Business Enterprise (DBE), in the amount of \$171,057.07, for janitorial services not covered under the original contract amount.

Budget Impact

The original 2016 board approval amount of \$8,102,157.73 will now increase to not-to-exceed amount of \$8,273,214.80.

DISCUSSION:

In January 2017, MTS contracted with NMS Management to provide janitorial services for San Diego Transit Corporation (SDTC) and San Diego Trolley Inc. (SDTI) buildings and the Light Rail Vehicle (LRV) fleet. Services are provided seven days a week, every calendar day. The base term is from January 1, 2017 to December 31, 2019; the option term is from January 1, 2020 to December 31, 2022.

Should there be new locations added to the contract, MTS will amend the contract in order to ensure the new locations are included. From the initial Board authorization in November 2016, MTS has added services to various locations as shown in the chart below. Under the base term of the contract which ends on December 31, 2019, the costs for these services have been within the MTS CEO's spending authority.

Under Amendment 9, MTS will be exercising the option term from January 1, 2020 to December 31, 2022. This will include the option term for the services added under amendments 1 through 8.



Below is a summary of all amendments to date:

AM #	Date	Description	Base Term (Ratify)	Option Term (Amendment 9)
AM 1	04/10/17	No cost amendment to change to bi-weekly invoicing.	\$0	\$0
AM 2	07/06/17	Due to Courthouse Station construction, temporarily add restroom at American Plaza (\$1,081.85 x 8 months).	\$8,654.80	\$0
AM 3	02/16/18	Extend America Plaza restroom services (\$1,081.85 x 2 months).	\$2,163.70	\$0
AM 4	05/01/18	Add the MTS SDSU Security Office.	\$22,624.22	\$42,625.46
AM 5	04/24/18	No cost amendment to change terminal location cleaning.	\$0	\$0
AM 6	04/24/18	Add America Plaza restroom services permanently to the contract.	\$21,231.15	\$42,162.60
AM 7	05/22/19	Add Revenue restroom in Building B.	\$2,014.86	\$10,020.21
AM 8	06/11/19	Add A-yard LRV Maintenance Trailer.	\$2,951.93	\$16,608.14
Amendments Sub-Total			\$59,640.66	\$111,416.41
Amendments Total			\$171,057.07	

The overall contract summary is shown below:

2016 Board Approval Amount for Base Term	\$3,990,618.63
2016 Board Approval Amount for Option Term	\$4,111,539.10
<u>2019 Amendments Approval Total Amount</u>	<u>\$ 171,057.07</u>
Overall New Not-To-Exceed Contract Amount	\$8,273,214.80

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to ratify Amendments 1 through 8 and execute Amendment No. 9 to MTS Doc. No. G1931.0-16 (in substantially the same format as Attachment A) with NMS Management, a Disadvantaged Business Enterprise (DBE) in the amount of \$171,057.07, for janitorial services not covered under the original contract amount.

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

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

Attachment: A. Draft Amendment G1931.9-16

July 25, 2019

MTS Doc. No. G1931.9-16

DRAFT

NMS Management, Inc.
 David Guaderrama, President
 155 West 35th St., Suite D
 National City, CA 91950

Subject: AMENDMENT NO. 9 TO MTS DOC. NO. G1931.0-16
 SDTI/SDTC JANITORIAL SERVICES

Mr. Guaderrama:

This shall serve as Amendment No. 9 to our agreement for janitorial services as further described below.

SCOPE

Contractor has been providing janitorial services to San Diego Transit Corporation (SDTC) & San Diego Trolley Inc. (SDTI) buildings; and the Light Rail Vehicle (LRV) fleet since January 1, 2017. There are no changes to the scope of work provision of the contract.

SCHEDULE

The base term ends in December 31, 2019. MTS is hereby exercising the option term from January 1, 2020 to December 31, 2022.

PAYMENT

The costs for the option term are shown below. The new not-to-exceed total is \$8,273,214.80.

Base Term Amount	\$ 3,990,618.63
Option Term Amount	\$ 4,111,539.10
Amendments Total Amount	\$ 171,057.07
Overall New Not-To-Exceed Contract Amount	\$ 8,273,214.80

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

Sincerely,

Agreed:

Paul C. Jablonski
 Chief Executive Officer

 David Guaderrama, President
 NMS Management, Inc.

Date: _____

Cc: R. Montes, Procurement File



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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

AMENDMENT NO. 1 TO MOOVEL AGREEMENT FOR MOBILE TICKETING
SERVICES

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute an amendment to MTS Doc. No. G1818.0-15 with Moovel North America, LLC in the amount of \$217,500 to expand services to include "FareShare" for the remaining base term through March 31, 2020 and any option years (4/1/20 to 3/31/23) exercised thereafter.

Budget Impact

The budget impact for this item is \$217,500 (of which MTS will collect this full amount from users upfront and then reimburse to Moovel).

DISCUSSION:

As a result of this amendment, the scope of services for this agreement will be expanded to include "FareShare," a module that allows MTS and third-party organizations to manage benefit, reduced fare, and discount programs for MTS services within Transaction & Operations Management System (TOMS), the proprietary account management system of Moovel.

FareShare allows MTS to expand the number of people using mobile fares by making full-price and discounted or promotional fares available to institutional and other partners.



KEY FEATURES:

Mobility Benefits For Institutional Partners - Manage, track, and distribute pre-tax commuter benefits to employees that help reduce monthly commuting expense, increase ridership and help the region achieve air quality goals.

Mobility Reduced Fares - Incorporate reduced fare ticketing programs to passengers who are eligible, including College students, to increase public transit usage

Mobility Discounts - Utilize discounts and promotions to incentivize ridership to special events.

PAYMENT:

Moovel will invoice MTS monthly based on how many net new users are brought into the system. Listed below are the user fee tiers that will be applied to institutional programs that purchase monthly passes in bulk. For the first year, monthly user fees are charged per user per year for each new user added to the system. In subsequent years, the annual user fees will be charged for each continuing account in the first month of the new 12-month period. Additionally, in subsequent years, user fees for new users will be charged each month. If tier thresholds are surpassed, the lower rate will be charged per person.

Tiers Users Fee per User

Tiers	Users	Fee per User
1	0-15,000	\$3.00
2	15,000-75,000	\$2.25
3	75,000-125,000	\$2.00
4	125,000-200,000	\$1.75
5	200,000+	\$1.50

For example:

- Month 1: 5,000 users: \$3.00 per user = \$15,000
- Month 2: 1,000 new users for a total of 6,000 users: \$3.00 on 1,000 net new users = \$3,000
- Month 3: 10,000 new users for a total of 16,000 users: \$3.00 on 9,000 net new users & \$2.25 on 1,000 net new users = \$29,250
- Months 4 through 12: No new users

Total Billed = \$47,250

If more than 15,000 accounts are active in the second year of the agreement, the fee per user shall be \$2.25 per user (for the example above, Moovel would invoice MTS \$36,000 for the 16,000 accounts in the first month of Year Two). If more than 75,000 are active at the beginning of any subsequent year, MTS would be billed \$2 per account.

MTS will collect the annual user fee from individual users in advance (the same way as MTS now collects \$2 for the sale of each Compass Card). Moovel will invoice MTS for user fees (Moovel will not collect any commission on the value of passes).

Additionally, FareShare will allow patrons of special events to purchase day passes for transit. In this use case, there will be a 50 cent transaction fee added to the price of each distributed or unlocked pass. These transaction fees will be payable to Moovel. No additional commission will be collected by Moovel on the value of passes.

The \$217,500 amendment amount is the estimated fees for transactions in the FareShare module through the third option year expiring March 31, 2023. If usage exceeds estimates, additional funding may be required.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute an amendment to MTS Document Number G1818.0-15 with Moovel North America, LLC in the amount of \$217,500 to expand services to include "FareShare" for the remaining base term through March 31, 2020 and any option years exercised thereafter.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Amendment 1 to contract G1818.0-15

July 25, 2019

MTS Doc. No. G1818.1-15

DRAFT

Bonnie Crawford
Vice President, Accounts & Client Services
moovel North America, LLC
209 NW 4th Ave., Suite 200
Portland, OR 97209

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G1818.0-15; MOBILE TICKETING SERVICES

This shall serve as Amendment No. 1 to our agreement for mobile ticketing services as further described below.

SCOPE OF SERVICES

As a result of this amendment, the scope of services for this agreement will be expanded to include "FareShare," a module that allows MTS and third-party organizations to manage benefit, reduced fare, and discount programs for MTS services within TOMS (Transaction & Operations Management System), the proprietary account management system of Moovel.

FareShare allows MTS to expand the number of people using mobile fares by making discounted or promotional fares available to institutional and other partners.

Key Features:

Mobility Benefits For Institutional Partners - Manage, track, and distribute pre-tax commuter benefits to employees that help reduce monthly commuting expense, increase ridership and help the region achieve air quality goals.

Mobility Reduced Fares - Incorporate reduced fare ticketing programs to passengers who are eligible, including College students, to increase public transit usage

Mobility Discounts - Utilize discounts and promotions to incentivize ridership to special events.

SCHEDULE

There are no changes to the schedule.

PAYMENT

As a result of this amendment, MTS will be billed monthly based on how many net new users are brought into the system. Listed below are the transaction fee tiers to be applied to institutions that purchase monthly passes in bulk. For the first year, monthly transaction fees are charged per user per year for each new user added to the system. In subsequent years, the annual transaction fees will be charged for each continuing account in the first month. Additionally, in subsequent years, transaction fees for new users will be charged each month. If tier thresholds are surpassed, the lower rate will be charged per person.

Tiers Users Fee per User

Tiers	Users	Fee per User
1	0-15,000	\$3.00
2	15,000-75,000	\$2.25
3	75,000-125,000	\$2.00
4	125,000-200,000	\$1.75
5	200,000+	\$1.50

For example:

- Month 1: 5,000 users: \$3.00 per user = \$15,000
- Month 2: 1,000 new users for a total of 6,000 users: \$3.00 on 1,000 net new users = \$3,000
- Month 3: 10,000 new users for a total of 16,000 users: \$3.00 on 9,000 net new users & \$2.25 on 1,000 net new users = \$29,250
- Months 4 through 12: No new users
- Total Billed = \$47,250

If more than 15,000 accounts are active in the second year of the agreement, the fee per user shall be \$2.25 per user (for the example above, Moovel would bill MTS \$36,000 for the 16,000 accounts in the first month of Year Two). If more than 75,000 are active at the beginning of any subsequent year, MTS would be billed \$2 per account.

MTS will collect the annual user fee from individual users in advance (the same way as MTS now collects \$2 for the sale of each Compass Card). MTS will receive user fees prior to payment to Moovel. Moovel will not collect any commission on the value of passes.

FareShare will also allow patrons of special events to purchase day passes for transit. In this use case, there will be a 50 cent transaction fee added to the price of each distributed or unlocked pass. These transaction fees will be payable to Moovel. No additional commission will be collected by Moovel on the value of passes.

All other conditions remain unchanged. If you agree with the above, please sign below, and return the document marked "Original" to the Contract Specialist at MTS. The other copy is for your records.

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Bonnie Crawford
Vice President, Accounts & Client Services

Date:

Date:

Cc: R. Schupp, A. Monreal, Procurement File



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

Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

EMPLOYEE BENEFITS BROKER/CONSULTING SERVICES - CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2233.0-19 in the amount of \$838,069.75 (in substantially the same format as Attachment A) with Alliant Insurance Services, Inc. (Alliant) for the provision of Employee Benefits Broker/consulting services for a three-year base period with 5 one-year option terms (for a total of 8 years); and exercise each option year at the CEO's discretion.

Budget Impact

The total cost of this agreement would not exceed \$838,069.75 (as follows):

1. Group A: Ongoing Consulting Services: The total contract amount for ongoing consulting services would not exceed \$631,269.75 and would be funded under the Fringe Allocation budget 903-52310.
2. Group B: Advisory Services: The total contract amount for the Advisory Services is would not exceed \$206,800.00 and would be funded under Human Resources operating budget 711-53110.

DISCUSSION:

On January 7, 2019, MTS issued a Request for Proposals (RFP) for Employee Benefits Broker/Consulting Services for up to an eight-year period (three-year base with 5 one-year options) to secure a multiyear contract for the two types of broker/consulting services listed below to provide a high-quality and cost-effective employee benefits program.



1. Group A: Ongoing Consulting Services for Employee Benefit Plans: Work performed under this category would be performed on a lump-sum, firm-fixed price per annum.
2. Group B: Advisory Services for Employee Benefit Plans: Work performed under this category shall be performed as needed on a firm-fixed, fully burdened hourly labor rate per specific skill set of labor category.

On February 13, 2019, MTS received a total of three (3) proposals from the following:

1. Alliant Insurance Services, San Diego, CA 92101
2. Burnham Benefits Insurance Services, Irvine, CA 92612
3. Gallagher Benefits Services of California Insurance Services, San Diego, CA 92108

All proposals were found deemed responsive and responsible.

A selection committee consisting of representatives from the MTS Human Resources and MTS Finance departments met and rated the proposals. The ratings were based on the following criteria:

- | | | |
|----|--|-------------|
| 1. | Qualifications and Experience of Firm or Individual | 20% |
| 2. | Proposed Staffing, Organization, and Management Plan | 20% |
| 3. | Work Plan | 35% |
| 4. | Cost/Price | 25% |
| | Total | 100% |

Based on the evaluation panel's analysis of the technical proposal, discussions, and evaluation of price, MTS staff has determined that Alliant's proposal is fair and reasonable and represents the best overall value for MTS.

PROPOSER NAME	TOTAL AVG. TECH. SCORE	COST SCORE A+B	TOTAL SCORE (Tech + Cost)	RANKING
Alliant	70.00	25.00	95.00	1
Gallagher	50.67	21.63	72.30	2
Burnham	42.00	24.32	66.32	3

Background and Potential Litigation:

After a competitive proposal process in 2014, MTS hired Leavitt Group, to provide Employee Benefit Plan brokerage and consulting services for the June 1, 2014 to May 31, 2019 period. The contract was assigned to Crystal Company (Crystal) on August 31, 2016 as part of an asset purchase agreement. The contract was assigned for a second time on May 1, 2018, when Alliant purchased Crystal. During the 2017 time period, Crystal advised and assisted MTS in changing the health benefit provider for its management employees (approximately 150 employees). The new provider, Riverstone

Capital LLC (Riverstone), was in place for the 2018 plan year. In the fall of 2018, Alliant acted as MTS's broker in the renewal of the Riverstone plan for the 2019 calendar year.

In January 2019, Alliant informed MTS that Riverstone was experiencing significant financial and regulatory challenges. In February 2019, MTS learned Riverstone had not been paying insurance claims per the terms of its agreement with MTS, that the US Department of Labor was suing Riverstone and its principals, and that Riverstone would likely go bankrupt. The MTS Board of Directors authorized MTS to pay unpaid employee medical claims, self-fund replacement insurance plans, and take necessary action to recoup the Agency's financial losses, including the initiation of litigation.

Alliant has acknowledged that it likely has errors and omissions liability associated with its stock purchase of Crystal Co. and its handling of MTS's account. Alliant is working cooperatively with staff and MTS's outside legal counsel to reach a fair resolution related to the Riverstone plan failures. Alliant has replaced the service team that recommended MTS contract with Riverstone and has worked effectively to assist MTS in replacing the former Riverstone insurance plans. While it is unusual to contract with a company with whom tMTS has ongoing claims/potential litigation, staff believes continuing to contract with Alliant is reasonable under the circumstances. Alliant was rated significantly higher than all other bidders and staff views it as the best option.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2230.0-19 (in substantially the same format as Attachment A) with Alliant for the provision of employee benefits broker/consulting services in the amount of \$838,069.75, for a three-year base period with 5 one-year option terms (for a total of 8 years); and exercise each option year at 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

Attachments: A. Draft Contract G2233.0-19 with Alliant
B. Cost Summary

STANDARD SERVICES AGREEMENT

G2233.0-19
CONTRACT NUMBER

DRAFT

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: 701 B Street, 6th Floor

Form of Business: Corporation San Diego, CA 92101
(Corporation, partnership, sole proprietor, etc.)

Telephone: 949-660-8111

Authorized person to sign contracts: Michael Menzia Executive Vice President
Name Title

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

Provide Ongoing Consulting (Group A) and Advisory Services (Group B) as set forth in the MTS Scope of Work (attached as Exhibit A), Alliant's Proposal (attached as Exhibit B), in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C).

The contract term is for up to a 5-year period (Three (3) year base with five (5) 1-year options exercisable at MTS's sole discretion). Base period shall be effective August 1, 2019, through July 31, 2022, and Option Years I, and II shall be effective August 1, 2022, through July 31, 2027. Payment terms shall be net 30 days from invoice date.

The total contract cost shall not exceed \$297,716.85 for the base period and \$540,325.90 for the option years for a total of \$838,069.75 (Groups A and B) as reflected below:

	Base Period	Option Years	Total
Group A: Ongoing Consulting	\$220,166.85	\$411,102.90	\$631,269.75
Group B: Advisory Services	\$ 77,550	\$129,250	\$206,800
	\$297,716.85	\$540,352.90	\$838,069.75

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

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
-------------------	-------------	-------------

PROPOSER NAME	GROUP A: ONGOING CONSULTING			COST PROPOSAL (GRAND TOTAL)	COST SCORE (MAXIMUM POSSIBLE COST POINTS = 25)	COST RANKING	GROUP B: ADVISORY SERVICES			COST PROPOSAL (GRAND A+B TOTAL)	COST SCORE (MAXIMUM POSSIBLE COST POINTS = 25)	COST RANKING	Total Cost			ICE COMPARISON		
	COST PROPOSAL (GRAND TOTAL)	COST SCORE (MAXIMUM POSSIBLE COST POINTS = 25)	COST RANKING				COST PROPOSAL (GRAND TOTAL)	COST SCORE (MAXIMUM POSSIBLE COST POINTS = 25)	COST RANKING				COST PROPOSAL (GRAND A+B TOTAL)	COST SCORE (MAXIMUM POSSIBLE COST POINTS = 25)	COST RANKING	COST PROPOSAL (GROUP A+B GRAND TOTAL)	ICE AMOUNT	%Difference
Alliant	\$ 631,269.75	25.00	2	\$ 206,800.00	24.73	2	\$ 209,050.00	23.25	3	\$ 838,069.75	25.00	1	\$ 838,069.75	25.00	1	\$ 838,069.75	\$1,347,092.52	-38%
Gallagher	\$ 759,600.00	20.78	3	\$ 209,050.00	23.25	3	\$ 194,400.00	25.00	1	\$ 968,650.00	21.63	3	\$ 968,650.00	21.63	3	\$ 968,650.00	\$1,347,092.52	-28%
Burnham	\$ 667,000.00	23.66	1	\$ 194,400.00	25.00	1				\$ 861,400.00	24.32	2	\$ 861,400.00	24.32	2	\$ 861,400.00	\$1,347,092.52	-36%

1,347,092.52 ICE TOTAL

FORMULA

Lowest Proposer/Lowest Proposer * 100 * 0.25

Lowest Proposer/2nd Lowest Proposer * 100 * 0.25

*Only worked with Alliant on Negotiated Pricing



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

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 25, 2019

**Draft for
Executive Committee
Review Date: 7/11/19**

SUBJECT:

TASK ORDER CONTRACT APPROVAL TO DEVELOP CONCEPTUAL DESIGNS FOR
AMERICA PLAZA PEDESTRIAN ENHANCEMENTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA1951-AE-29 to MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald in the amount of \$160,456.80 to develop a conceptual design for pedestrian enhancements to the America Plaza Trolley Station area.

Budget Impact

The value of the Engineering Design Work Order will not exceed \$160,456.80 and is allocated under Capital Improvement Program (CIP) budget number 2009108001 – America Plaza Pedestrian Enhancements – Design.

DISCUSSION:

MTS identified a need to improve pedestrian connections between America Plaza and Santa Fe Depot, as part of its grant application to the State of California for the Transit and Intercity Rail Capital Program (TIRCP). As a gateway for travelers arriving in downtown San Diego by passenger rail or by bus from the airport, the America Plaza/Santa Fe Depot station area is a critical transportation center for the region. With its importance, ridership and vehicle traffic is expected to grow with the completion of the Mid-Coast Trolley extension. This increases the need for connectivity between services. Public infrastructure and wayfinding in this area has not adequately supported growing passenger and pedestrian demand.

Mott MacDonald will lead a consultant team that is tasked with conducting an analysis of existing conditions, leading discussions with property owners and community



stakeholders in technical meetings and public design charrettes. They will also be developing a conceptual design for public space improvements based on the results of the analysis and stakeholder discussions that will improve pedestrian comfort and safety at this critical transportation network transfer point. This design process will also include the development of a modern wayfinding solution informed by national and international best practices tailored for the site, with the production of a wayfinding manual, documenting design principles that can be applied to other MTS transit hubs.

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 29, 2019, staff issued a Request for Proposals (RFP) to approved A&E firms. On May 7, 2019 MTS received four (4) proposals, with Dokken Engineering, Jacobs Engineering Group, Inc., Kimley-Horn and Associates, Inc., and Mott MacDonald each responding.

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 Mott MacDonald best met the requirements set forth in the RFP, with final score of 88.33 points out of maximum 100 points. Below is a scoring for all four proposals:

Firm Name	Total Score
Mott MacDonald	88.33
Kimley-Horn and Associates, Inc.	82.33
Dokken Engineering	80.33
Jacobs Engineering Group, Inc.	69.00

Mott MacDonald's original price proposal was \$166,377.89. Through negotiations with the firm, staff was able to reduce the contract price by \$5,921.09. Based on the level of effort and the design work involved for this project, staff determined the contract price to be fair and reasonable.

For this project, Mott MacDonald will use three subcontractors: Fehr & Peers, Estrada Land Planning, and Byrne Communication Consulting. Estrada Land Planning and Byrne Communication Consulting are both certified DBEs. Please see Attachment B for the dollar amount allocated to each subcontractor.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA1951-AE-29 to MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald in the amount of \$160,456.80 to develop a conceptual design for pedestrian enhancements to the America Plaza Trolley Station area.

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

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

Attachment: A. Draft Work Order WOA1951-AE-29, MTS Doc. No. G1951.0-17

July 25, 2019

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-29

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-29, GENERAL ENGINEERING SERVICES - DEVELOP CONCEPTUAL DESIGNS FOR AMERICA PLAZA PEDESTRIAN ENHANCEMENTS

This letter shall serve as our agreement for Work Order WOA1951-AE-29 to MTS Doc. No. G1951.0-17, to develop a conceptual design for pedestrian enhancements to the America Plaza Trolley Station area.

SCOPE OF SERVICES

Provide engineering services to develop a conceptual design for pedestrian enhancements to the America Plaza Trolley Station area. 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 six (6) months 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 \$160,456.80.

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

ATTACHMENT A

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

SCOPE OF WORK

I. INTRODUCTION

The San Diego Metropolitan Transit System (MTS) is the transit operator for southern San Diego County, including the City of San Diego.

The America Plaza and Santa Fe Depot transit stations together represent the primary mass transportation portal to downtown San Diego for visitors, residents, and commuters. America Plaza and Santa Fe Depot together are the first points of interaction for passengers entering downtown San Diego via Amtrak Pacific Surfliner passenger rail and North County Transit District (NCTD) Coaster commuter rail, and this pair of facilities serves as the primary link into the MTS transit network for passengers arriving from the San Diego International Airport and via San Diego-docking cruise ships via MTS Route 992.

America Plaza currently serves as the terminal for the MTS UC San Diego Blue Line Trolley (the “Blue Line”), connecting downtown San Diego with Tijuana, Mexico at the San Ysidro Port of Entry. Beginning in late 2021 following the completion of a nearly \$2 Billion capital project, the Blue Line will also extend north from America Plaza to the campus of the University of California, San Diego. MTS Sycuan Green Line service (the “Green Line”) is provided to Santa Fe Depot, extending east through San Diego’s Mission Valley to the East County communities of La Mesa, El Cajon, and Santee.

The three MTS Rapid bus lines serving these stations include:

- Rapid 215 serving the San Diego Zoo, San Diego’s Uptown areas of Hillcrest, North Park, and City Heights, and San Diego State University;
- Rapid 225 to the City of Chula Vista in San Diego’s South Bay region and Tijuana, Mexico at the Otay Mesa Port of Entry; and
- Rapid 235 between downtown San Diego along Interstate 15 through to the City of Escondido.

At present, this major regional hub is a centerpoint for transit service in the region, but generally operates as a set of co-located individual components. While Amtrak, Coaster, Green Line, and outbound Rapid services all serve Santa Fe Depot, in practice the independent operations are separated and difficult to navigate, and confusion is often reported from passengers wishing to make connections. The America Plaza Trolley Station is located across Kettner Boulevard, serving as the current terminal for the Blue Line and inbound Rapid services. Passengers wishing to make connections at Santa Fe Depot are asked to activate a traffic signal to cross Kettner Boulevard, adding delay to transit connections and often incentivizing passengers to cross against the signal to make tight connections.

II. EXPECTED RESULTS

The goal of this project is to redesign the interface area between the stations to promote seamless transit connections between all mass transportation modes as well as walking, cycling and personal mobility modes, and existing taxi and ride-hailing services, while also leveraging the unique historical and cultural resources adjacent to the transit stations to create a unique, human-scale public space befitting a modern transportation gateway into San Diego. This project will also incorporate a modern wayfinding program that will not only help connect passengers with transit services, but also help guide passengers toward other civic amenities.

Taken together, the final transit center design will reflect cutting-edge green urban design and spatial planning, resulting in a creative and welcoming human-scale public space that is sensitive to both the surrounding built environment and the climate.

III. SCOPE OF WORK

To achieve this vision for Downtown San Diego mobility, Consultant shall develop a comprehensive and detailed proposal necessary to complete the deliverables listed in this section.

The scope of work shall consist of the following tasks:

Task 1 - Project Management and Coordination

- 1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.2 Arrange and facilitate Project Development Team (PDT) meetings, interagency meetings, field reviews, and other project-related meetings. Consultant shall prepare meeting agendas, meeting minutes, necessary supplemental materials, and meeting sign-in sheets for all meetings.
- 1.3 Develop and implement a project schedule to complete the Scope of Work, and manage the project to eliminate or minimize supplemental agreements.
- 1.4 Provide coordination between MTS and outside agencies and stakeholders, this includes manage decision making and communication with MTS, community/agency stakeholder team, and the public.
- 1.5 Prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which charges have been made by the Consultant or sub-Consultants. The Consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice.

Task 2 - Public and Stakeholder Outreach

- 2.1 Prepare an outreach plan to ensure input from all interested public agencies, private stakeholders, and the general public over the course of the project. The public agencies and private stakeholders may include but are not limited to the City of San Diego, the San Diego Association of Governments, the North County Transportation District, Amtrak, the Museum of Contemporary Art San Diego, and adjacent property owners. A minimum of two (2) technical working group meetings including the public agencies and private stakeholders will be held, with additional meetings as necessary. Outreach to the general public will consist of, at a minimum, organizing and facilitating at least two (2) public outreach events in the form of a design charrette or similar format.
- 2.2 Prepare for at least two (2) presentations sharing project updates and collecting input from the MTS Board of Directors and/or the MTS Executive Committee.

Task 3 - Concept Development and Design

- 3.1 Produce a study of pedestrian desired lines and demand patterns along and around the existing Santa Fe Depot and America Plaza interface area, defined as Kettner Boulevard between Broadway and B Street, to determine not only how transit passengers navigate this space, but also how people spend time within this space to understand what potential exists to create a more welcoming public space.
- 3.2 Produce at least three (3) conceptual designs for a transit plaza, as well as a comparative analysis of the design alternatives and identification of a recommended alternative to present to MTS leadership.

All concepts will design a transit plaza that meets the following objectives:

- Promoting pedestrian comfort and security;
- Streamlining connections between all transportation services, and reducing the effective distance and perceived barriers between the two transit stations, and;
- Serving as a public gateway to Downtown San Diego while creating a cohesive connection between historic Santa Fe Depot, the adjacent commercial use of America Plaza, and the local

cultural asset of the Museum of Contemporary Art San Diego.

- 3.3 Design a wayfinding program for the site, incorporating current wayfinding best practices to connect passengers between the two transit stations as well as major destinations and points of interest near the transit plaza. Development and design of this program shall consist of the following elements:

- Development of at least three (3) wayfinding design concepts and strategies for review by MTS
- Be compatible with the MTS visual brand identity
- Consider the current modes of transportation available, and provide for modularity to accommodate future changes to services and connections offered
- Consider the diverse multicultural and socioeconomic attributes of the passengers patronizing the facilities
- Consider ongoing repair and maintenance needs (i.e. vandal-proof materials, weather resistance, etc.)
- Document the wayfinding principles and techniques used for this project to produce an MTS Wayfinding Manual for future use throughout the MTS service area.

Task 4 – Final Report

- 4.1 A final report shall be prepared to document the recommended, and MTS selected, alternative. The final report format shall be similar to a CALTRANS PSR, containing the following:
- Description of the proposed project
 - Project purpose and need
 - Project Location
 - History of Site and Development
 - Proposal Alternatives
 - Overall Project Benefits
 - Order of Magnitude project cost
 - Milestone based project schedule
 - List of Required Permits
 - Project Funding

IV. PERIOD OF PERFORMANCE

MTS plans to see this project effort complete within six (6) months following issuance of a Notice to Proceed.

V. DELIVERABLES

MTS expects to receive the following deliverables produced over the course of this project:

- Meeting sign-in sheets and minutes for each project meeting, as well as summaries of feedback from each public outreach session, for project documentation (provided digitally)
- Monthly project status updates corresponding to each invoice (provided digitally)
- All necessary public outreach materials corresponding to the identified project public outreach plan, which may include but is not limited to professionally prepared poster boards and large format maps and conceptual site renderings
- A technical memorandum on the findings of the pedestrian activity study (provided digitally)
- Three conceptual designs for a transit plaza (provided digitally)
- One final report describing the recommended project, provided digitally, in addition to all physical submittals required for formal project approval
- Three conceptual wayfinding plans (provided digitally)
- An MTS Wayfinding Manual (provided digitally)

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Task	Begin/End Dates
Project Management and Coordination	NTP/project completion
Public and Stakeholder Outreach	NTP/NTP + 4 months
Concept Development and Design	NTP/NTP + 6 months

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Sign-in sheets and minutes	As needed
Public outreach materials	As needed
Technical Memorandum	NTP + 2 months
(At least) Three conceptual design plans	NTP + 4 months
Final project description report	NTP + 6 months
(At least) Three conceptual wayfinding plans	NTP + 4 months
Wayfinding Manual	NTP + 6 months

VII. MATERIALS TO BE PROVIDED BY MTS AND/OR THE OTHER AGENCY

MTS will provide all necessary As-Builts for existing facilities within the project site.

VIII. SPECIAL CONDITIONS

Not Applicable.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. ADDITIONAL INFORMATION

List additional information as applicable to the specific Work Order scope of services.

XIV. PREVAILING WAGE

Prevailing wage rates apply to certain personnel for these services? ☐ Yes ☐ No

If yes, please list classification subject to prevailing wage rates:

Work Order Estimate Summary

Att. B, AI 15, 7/25/19

MTS Doc. No. **G1951.0-17**

Work Order No. **WOA1951-AE-29**

Attachment: **B**

Work Order Title: **AMERICA PLAZA/SANTA FE DEPOT PEDESTRIAN
ENHANCEMENTS**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$160,456.80
2			

Totals = **\$160,456.80**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	52.0	\$7,807.10
2		Public and Stakeholder Outreach	380.0	\$60,385.76
3		Concept Development and Design	625.0	\$80,978.88
4		Final Report	86.0	\$11,285.06

Totals = **1,143.0** **\$160,456.80**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	496.0	\$68,533.04
				Fehr and Peers	347.0	\$45,450.08
X				Estrada Land Planning	226.0	\$33,523.68
X				Byrne Communication	74.0	\$12,950.00

Totals = **1,143.0** **\$160,456.80**