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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

September 5, 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 – July 11, 2019 | Approve |
| C. | COMMITTEE DISCUSSION ITEMS | |
| 1. | Quarterly Mid-Coast Corridor Transit Project Update (Sharon Humphreys of SANDAG) | Informational |
| 2. | Trolley Connection to San Diego International Airport Evaluation Update (Heather Furey, Wayne Terry, and Mott MacDonald Representative) | Informational |
| 3. | San Diego Association of Governments (SANDAG) Complete Corridor Funding Options: Fiscal Year 2020 to Fiscal Year 2025 (Sharon Cooney) | Informational |
| D. | REVIEW OF DRAFT September 12, 2019 MTS BOARD AGENDA | |
| E. | REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA
Review of SANDAG Transportation Committee Agenda and discussion regarding any items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc. Relevant excerpts will be provided during the meeting. | Possible
Action |

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.



- F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
- G PUBLIC COMMENTS
- H. NEXT MEETING DATE: October 3, 2019
- I. ADJOURNMENT

DRAFT

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

July 11, 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 June 6, 2019, MTS Executive Committee meeting. Ms. Rios seconded the motion, and the vote was 5 to 0 in favor with Mr. Fletcher absent.

C. COMMITTEE DISCUSSION ITEMS

1. Revisions to MTS Board Policy No. 18, "Joint Development Program" (Sharon Cooney)

Sharon Cooney, Chief of Staff, provided a presentation on the proposed revisions to MTS Board Policy No. 18, "Joint Development Program". She reviewed the details of Policy No. 18 and noted that the policy provides direction to staff on how to gain best use of MTS owned property. Ms. Cooney stated that in June 2019, the Board Chair directed staff to return with two potential revisions to the policy to include applying prevailing wage to private developments on MTS property, and requiring the same use of skilled and trained labor as applies to MTS in Public Utilities Code section 120221.5.

PUBLIC COMMENTS

Murtaza Baxamusa – Mr. Baxamusa commented on behalf of the San Diego Building Trades Family Housing Corporation. He stated that they support these changes. Mr. Baxamusa commented that he believes there are some exceptions to the proposed language regarding prevailing wage. He stated that the language should be clear not to exempt prevailing wage from these projects going forward. Mr. Baxamusa provided some amendments to the language in order to protect the prevailing wage language in the policy.

Kelvin Barrios – Mr. Barrios commented on behalf of Laborers' Local 89. He agreed with Mr. Baxamusa regarding his comments about prevailing wage, which would ensure that there are no exemptions in the language.

Gretchen Newsom – Ms. Newsom commented on behalf of IBEW Local 569. She agreed with the previous speakers regarding the comments about prevailing wage.

Tom Lemmon – Mr. Lemmon commented on behalf of the San Diego Building Trades. He stated that they support the revisions to Policy 18, but would like to see stronger language regarding prevailing wage to ensure that there are no exemptions.

Carol Kim – Ms. Kim commented on behalf of the San Diego Building Trades Council. She stated that they support the revisions to this policy. Ms. Kim noted that they would like to see consistency throughout the policy and ensure that there are no exemptions when it comes to prevailing wage.

BOARD COMMENTS

Karen Landers, General Counsel, commented that staff received proposed language to amend the revisions to Policy No. 18. The amended revisions would replace paragraph C7 with the following language: All projects approved pursuant to the program shall be considered public works for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, regardless of whether an exemption under Section 1720 of the Labor Code applies to the project.

Chair Gomez stated that she supports the amended language that was provided for Policy No. 18 regarding prevailing wage.

Action Taken

Chair Gomez moved to forward the amended proposed language to MTS Board Policy No. 18 to the Board for approval. Ms. Montgomery seconded the motion, and the vote was 5 to 0 in favor with Mr. Fletcher absent.

2. Security Contract Amendment (Manny Guaderrama)

Manny Guaderrama, MTS Chief of Police, provided a presentation on the proposed security contract amendment. He reviewed the details of the current security contract with Allied Universal, as well as the previous amendments to the contract. Mr. Guaderrama discussed the current contract issues, which include keeping positions fully staffed and paying the armed officers competitive wages. He discussed the proposed amendment to the contract, which would increase the pay for armed officers and supervisors. Mr. Guaderrama noted that if Allied Universal does not adhere to the minimum staffing levels, they will pay MTS penalty fees. He also stated that the total estimated cost of this amendment would not exceed \$1,980,114. Larry Marinesi, Chief Financial Officer, discussed the next steps to prepare for a new competitive Request for Proposals (RFP) for Security Services. He stated that the current contract will expire in June 2021, however the new RFP process will begin in early 2020.

Paul Jablonski, Chief Executive Officer, commented that MTS will work closely with the Public Security Committee to develop the RFP process for the next contract.

Ms. Salas commented that in order to increase ridership on the system, it is important to provide more security for the riders to feel safe. She stated that although this is a large increase in pay, it is necessary to retain the proper levels of security staff for the agency.

Ms. Montgomery asked if the amended contract costs that were presented include the entire cost of the amendment or if there would be additional costs. Mr. Marinesi replied that the numbers presented include the entire cost of staffing. Ms. Montgomery asked about the \$0.25 increase in the later months of the amended contract. Mr. Marinesi replied that Allied Universal proposed that amount during negotiations to ensure that they would be able to keep staffing levels up. Ms. Montgomery commented about her concerns of security officer behavior toward the homeless population. Mr. Jablonski stated that staff is constantly working with the security officers to ensure that proper behavior is carried out toward all citizens.

Mr. Arapostathis commented about training for use of force and de-escalation in the field. He stated that he would like to ensure that our officers are provided that training. Mr. Guaderrama replied that the officers are being trained in use of force and de-escalation. Mr. Jablonski stated that use of force and de-escalation training is another priority for the officers.

Ms. Rios commented that she had concerns about the training for the officers as well. She stated that the Public Security Committee should plan to meet to discuss this contract and the process going forward. Ms. Rios asked about the screening process used for hiring the security officers. Mr. Guaderrama commented that the contractor is responsible for screening and hiring the contracted security officers. He noted that MTS screens and hires the Code Compliance Inspectors.

Chair Gomez stated that she would like to have a Public Security Committee meeting scheduled in the near future to start discussions about the contract going forward. Staff noted that a meeting of the Public Security Committee would be scheduled in the early fall.

Action Taken

Ms. Salas moved to 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. Ms. Montgomery seconded the motion, and the vote was 6 to 0 in favor.

3. Transit and Intercity Rail Capital Program (TIRCP) Funded Planning Projects Update (Denis Desmond)

Denis Desmond, Director of Planning, provided a presentation on TIRCP funded planning projects. He stated that the TIRCP provides grants from the Greenhouse Gas (GHG) Reduction Fund with the objective to reduce GHG emissions; expand and improve rail service to increase ridership; integrate the rail service of the state's various rail operations; including integration with the high-speed rail system; and improve safety. Mr. Desmond stated that MTS was awarded \$40 million for six projects. He discussed the details of two projects currently starting the planning phases. Mr. Desmond reviewed the details for the South Bay Feeder Bus Project (Iris Rapid), and the America Plaza Pedestrian Enhancements Project.

Ms. Rios commented that she is excited about the project in South Bay. She stated that she appreciates staff and the consultants having discussions with the applicable stakeholders about the project. Ms. Rios recommended hosting outreach events at some of the summer community events to reach a large number of community members. Ms. Rios commented about Board Policy No. 1 regarding citizen participation and engagement in these types of projects. She asked if staff could revisit this policy and make any applicable amendments since it was last updated in 2004. Ms. Cooney replied that this policy has generally been superseded by a federal requirement to abide by a separate public participation plan, which includes guidance by the federal government. She stated that staff can look into including those federal requirements within the Board Policy for clarity.

Action Taken

No action taken. Informational item only.

D. REVIEW OF DRAFT July 25, 2019 BOARD AGENDA (TAKEN BEFORE CLOSED SESSION)

Recommended Consent Items

6. Fiscal Year 2019-2020 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding
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"
Action would approve revisions to MTS Policy No. 26, "Disadvantaged Business Enterprise Program".
8. Clarifier Waste Services – Contract Award
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
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
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
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
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
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. Employee Benefits Broker/Consulting Services – Contract Award
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.
15. Task Order Contract Approval to Develop Conceptual Designs for America Plaza Pedestrian Enhancements
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.

BOARD COMMENTS

Ms. Montgomery inquired about consent item number 7. Ms. Landers stated that MTS is required to submit its DBE Policy to the Federal Transit Administration (FTA) every three years. She noted that the FTA submitted comments back to MTS and noted that there were some existing practices that MTS carries out that were not previously listed in the policy. The FTA recommended that we identify those details within the policy.

Ms. Rios inquired about consent item number 11. Ms. Landers provided background information on the legal services process. She explained that MTS approved a legal services panel of 18 different law firms that have various specialties. She stated that every year during the budget process, each department estimates how much funding will be needed for their anticipated legal services. Ms. Landers explained that this item would authorize additional funds to specific law firms on the current panel in order to ensure that enough funds are authorized for anticipated caseload costs through the end of the fiscal year. Ms. Rios requested for more information and details to be provided in this item before going to the Board for final approval. Ms. Landers stated that she would update the item with additional information and clarity before bringing it to the Board for approval.

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

There was no SANDAG Transportation Committee agenda discussions.

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

There was no Committee Member Communications and Other Business discussion.

G. PUBLIC COMMENTS (TAKEN BEFORE CLOSED SESSION)

There were no Public Comments.

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

C4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8

Property: 5159 Baltimore Drive (Assessor Parcel No. 470-050-16)

Agency Negotiators: Karen Landers, General Counsel, and Tim Allison, Manager of Real Estate Assets

Negotiating Parties: DJR Companies, LLC

Under Negotiation: Price and Terms of Payment

C5. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8

Property: 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

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

Negotiating Parties: Baja California Railroad, Inc. (BJRR)

Under Negotiation: Price and Terms of Payment under Desert Line Lease and Operating Agreement

CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to California Government Code Section 54959.9(d)(4) (One potential case)

The Executive Committee reconvened from Closed Session at 10:52 a.m.

Oral Report on Final Actions Taken in Closed Session

C4. The Executive Committee received a report and gave instructions to negotiators.

C5. The Executive Committee received a report and gave instructions to negotiators.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for August 15, 2019, at 9:00 a.m. (Clerk's note: this meeting is pending cancellation).

I. ADJOURNMENT

Chair Gomez adjourned the meeting at 10:52 a.m.

Chairperson

Attachment: Roll Call Sheet

EXECUTIVE COMMITTEE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ROLL CALL

MEETING OF (DATE) July 11, 2019

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

RECESS _____

RECONVENE _____

CLOSED SESSION 10:10 a.m.

RECONVENE 10:52 a.m.

ADJOURN 10:52 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ARAPOSTATHIS	<input checked="" type="checkbox"/> (Arambula) <input type="checkbox"/>	9:00 a.m.	10:52 a.m.
FLETCHER	<input checked="" type="checkbox"/> (Cox) <input type="checkbox"/>	9:37 a.m.	10:52 a.m.
GOMEZ (Chair)	<input checked="" type="checkbox"/>	9:00 a.m.	10:52 a.m.
MONTGOMERY	<input checked="" type="checkbox"/> (Ward) <input type="checkbox"/>	9:00 a.m.	10:52 a.m.
RIOS (Vice-Chair)	<input checked="" type="checkbox"/>	9:00 a.m.	10:52 a.m.
SALAS	<input checked="" type="checkbox"/> (Sandke) <input type="checkbox"/>	9:00 a.m.	10:52 a.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Turner

CONFIRMED BY THE GENERAL COUNSEL:

John Cande



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Agenda Item No. C1

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

September 5, 2019

SUBJECT:

QUARTERLY MID-COAST CORRIDOR TRANSIT PROJECT UPDATE (SHARON HUMPHREYS OF SANDAG)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

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

/s/ Karen Landers for

Paul C. Jablonski
Chief Executive Officer

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





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Agenda Item No. C2

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

September 5, 2019

SUBJECT:

TROLLEY CONNECTION TO SAN DIEGO INTERNATIONAL AIRPORT EVALUATION
UPDATE (HEATHER FUREY, WAYNE TERRY, AND MOTT MACDONALD
REPRESENTATIVE)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Within the region, there is a strong desire to increase public transit options to the airport. Mott MacDonald is conducting a study in order to fully understand the options available and the implications of selecting one of the viable options. On June 13, 2019, the MTS Board of Directors approved Mott MacDonald to conduct this study, funded by the San Diego Association of Governments (SANDAG). This analysis is part of SANDAG's larger Airport Transit Alternatives Analysis Study. Therefore, the Mott MacDonald study has been managed jointly by SANDAG and MTS.

Mott MacDonald has developed concept designs to enable a trolley connection to the airport, using both aerial and underground connections to the existing trolley tracks, while maintaining the required operational clearances to the at-grade freight lines. MTS staff and Mott MacDonald representatives will give a presentation summarizing the options developed and submitted to SANDAG for incorporation into their Airport Transit Alternatives Analysis effort.

/s/ Karen Landers for
Paul C. Jablonski
Chief Executive Officer

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





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Agenda Item No. C3

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

September 5, 2019

SUBJECT:

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) COMPLETE CORRIDOR
FUNDING OPTIONS: FISCAL YEAR 2020 TO FISCAL YEAR 2025 (SHARON COONEY)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

SANDAG staff plans to seek approval from its Board of Directors in September to allocate funding for 12 Complete Corridor Funding Options for FY2020 to FY2025. (Attachments A and B) The total amount of funding to be programmed is \$593.4 million.

Overall, the program of projects developed by SANDAG builds upon the concept of integrated transportation corridors that support improved and integrated travel across all modes of travel similar to the North Coast Corridor Program of Projects that included road, transit, and active transportation improvements along the Interstate 5 corridor.

SANDAG staff has worked in collaboration with MTS staff to identify funding for priority projects that will improve service and maintain MTS infrastructure in a state of good repair. As part of Complete Corridor 3, Blue Line Express/I-5 South and Palomar Street Rail Crossing, SANDAG is proposing to contribute \$72 million toward the replacement of 47 SD 100 light rail vehicles (LRVs) that are nearing the end of their useful life. The total funding needed for the procurement of the 47 vehicles is \$215 million, and the remainder



needed would be programmed in the MTS Capital Improvement Program over time. The new vehicles will complete the conversion of the LRV fleet to low floor boarding, and will enable the implementation of higher frequencies if approved by the MTS Board.

/s/ Karen Landers for
Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Potential 12 Complete Corridor Funding Options: FY 2020 to FY 2025
B. County-Wide Map of Project Locations

Potential 12 Complete Corridor Funding Options: FY 2020 to FY 2025 (\$millions)

Project	New Funding Needed	FY2020	FY2021	FY2022	FY2023	FY2024*	FY2025*
1 Central Mobility Station/I-5/Coronado Connection & Downtown Connection							
A. Corridor System Management Plan, including local arterials in Coronado, Advanced Planning	10.0	5.0	5.0				
B. Central Mobility Station - Environmental, Preliminary Engineering	40.0			5.0	10.0	15.0	10.0
C. PCH/Central Mobility Bikeway	17.0						17.0
2 Complete Corridor: North Coast Corridor/I-5 North							
A. Forty-seven additional LRV's to support additional, more frequent trolley service - Procurement	72.0	6.0	4.0	10.0	10.0	19.5	22.5
B. I-5 HOV Conversion to Express Lanes - Design and Construction	60.0	8.7	10.0	15.6	12.8	12.9	
C. Stabilization of the Del Mar Bluffs (Phase 5) - Environmental and Design (\$3.7M), additional work (\$2.3)	6.0	6.0					
D. Del Mar Rail Safety Improvements - Advanced Planning	3.0	3.0					
E. Two additional train sets to provide more frequent commuter rail service, including 30-minute peak period service, along the COASTER corridor - Procurement	58.8		3.0	4.4	29.4	22.0	
3 Complete Corridor: Blue Line Express/I-5 South & Palomar St Rail Xing							
A. Corridor System Management Plan, Advanced Planning	3.0	3.0					
B. Palomar St Rail Grade Separation - Design	5.0					2.0	3.0
4 Complete Corridor: High Speed Transit/I-8							
A. Corridor System Management Plan, Advanced Planning	3.0				3.0		
5 Complete Corridor: High Speed Transit/I-15							
A. Corridor System Management Plan, Advanced Planning	3.0			3.0			
B. I-15 Transit Priority Lanes and south facing transit Direct Access Ramp at Clairemont Mesa Blvd - Environmental and Design	12.0					3.0	9.0
6 Complete Corridor: High Speed Transit/SR 52/SR 67 Evacuation Plan							
A. Corridor System Management Plan, Advanced Planning	3.0	3.0					
B. SR 52 Operational Improvements/Transit Priority - Environmental and Design	12.0	6.0	6.0				
C. SR 67 Emergency Access (Highland to Scripps Poway Parkway) - Environmental	13.0	5.0	8.0				
7 Complete Corridor: Sorrento Circulator/High Speed Transit/SR 56							
A. Corridor System Management Plan, Advanced Planning	3.0		3.0				
8 Complete Corridor: SPRINTER/Palomar Airport Road/SR 78							
A. Corridor System Management Plan, Advanced Planning	3.0	3.0					
B. I-15/SR 78 Express Lanes Connector - Design	25.0			9.0	16.0		
C. Inland Rail Trail City of Vista Gap Connector - Design & Construction	11.0			1.0	1.9	8.1	
9 Complete Corridor: High Speed Transit/SR 94							
A. Corridor System Management Plan, Advanced Planning	3.0			3.0			
B. SR 94/SR 125 Design and Right of Way	14.0	6.0	8.0				
C. Transit Only Lane (I-805 to I-5) - Environmental	15.0					5.0	10.0
10 Complete Corridor: High Speed Transit/SR 125							
A. Corridor System Management Plan, Advanced Planning	3.0			3.0			
B. SR 11 Otay East Bridging Document - 30% Architectural Plans, Investment Grade Traffic and Revenue Study, Bond Counsel, Documents Required for Bond Issuance	7.5	2.0	2.5	3.0			
11 Complete Corridor: Purple Line Corridor/I-805							
A. Corridor System Management Plan, Advanced Planning	3.0	3.0					
B. Transit Priority Lanes (SR 15 to SR 52) - Environmental	30.0					14.5	15.5
C. I-805 HOV Conversion to Express Lanes - Design and Construction	70.0					20.0	50.0
D. I-805/SR 94/SR 15 Transit Connection - Design and Right of Way	16.0				1.7	7.3	7.0
E. Required Soundwall Mitigation (Phase 2) for I-805 South ML between SR 54 and Palomar St. - Design, Right of Way, and Construction	24.0		3.0		8.0	13.0	
12 Airport to Airport Connection (Cross Border Express to San Diego Airport)							
A. Corridor System Management Plan, Advanced Planning	3.0					3.0	
13 Region-Wide Programs							
A. Regional Electric Vehicle Charging System - Program Implementation	9.0	1.5	1.5	1.5	1.5	1.5	1.5
B. Flexible Fleet Pilots	4.7	0.6	2.2	1.8	0.1		
C. Smart Center - Concept of Operations [Big Data Initiative / Next OS]	3.8	0.8	1.5	1.5			
D. Planning and Program Monitoring	4.6				2.1	1.2	1.2
E. Reserve	20.0	5.0	5.0	5.0	5.0		
TOTAL COSTS	593.4	67.6	62.7	66.8	101.5	148.0	146.7

Key: Proposed funding would complete these phases Planning Environmental Design Construction

Revenues							
Revenues	Total	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
TransNet Major Corridors**	130.2	3.6	6.7	10.8	25.7	39.3	44.1
Federal Formula (RSTP/CMAQ)	358.2	44.0	46.3	46.3	64.0	76.9	80.7
Federal CBI	5.0	5.0					
State formula (STIP/LPP)	70.0	3.0	9.7	9.7	11.8	24.8	10.9
State STIP Advance***	18.0					7.0	11.0
FY 2020 State Budget Earmark	6.0	6.0					
Local (Santee)	6.0	6.0					
Total Revenues	593.4	67.6	62.7	66.8	101.5	148.0	146.7
Cumulative Revenues		67.6	130.3	197.1	298.6	446.6	593.4

*Approximately \$298.6 million are available through FY 2023 and can be programmed at this time. The Board can provide direction regarding additional funds in FY 2024 and FY 2025. These FY 2024 and FY 2025 funds would be programmed on Board-approved projects when the 2020 Regional Transportation Improvement Program (RTIP) is adopted by the Board in mid 2020.

** There are \$46.8 million in TransNet Major Corridor funds estimated to become available through FY 2023. An additional \$83.4 million are estimated to be available in FY 2024 and FY 2025 combined. All of these funds are net of debt service.

*** The California Transportation Commission allows advancement of certain funding. Staff proposes to advance \$18 million in STIP funds to FY 2024. Final approval of this advancement is expected in March 2020.

Complete Corridors: Transportation Funding Options (FY2019-FY2025)





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DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 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. Live audio streaming of the MTS Board of Directors meetings can be accessed at the following link: <https://www.sdmts.com/boardroom-stream>.

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes – July 25, 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. [Zero Emission Bus \(ZEB\) Chargers Engineering Services – Phase 1 – Work Order Amendment](#) Approve
Action would: (1) Ratify Work Order WOA1947-AE-23 to MTS Doc. No. G1947.0-17, with HDR Engineering, Inc. (HDR), in the amount of \$93,624.30; and (2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to Work Order WOA1947-AE-23, with HDR, in the amount of \$17,647.68 for Design Services for Zero Emission Bus (ZEB) Chargers – Phase 1. The new total value of the Work Order shall not exceed \$111,271.98.
7. [Investment Report – Quarter Ending June 30, 2019](#) Informational
8. [Middletown Double Crossover Project – Design Services for Bid Support and During Construction – Work Order Amendment](#) Approve
Action would: (1) Ratify Work Order Amendment No. 3 to Work Order WOA1953-AE-11 under MTS Doc. No. G1953.0-17 with Pacific Railway Enterprises, Inc. (PRE) totaling \$47,548.11 for general engineering services during the construction contract bidding process; and (2) Authorize the Chief Executive Officer (CEO) execute Amendment No. 4 to Work Order WOA1953-AE-11 under MTS Doc. No. G1953.0-17 PRE in the amount of \$256,690.73 for design services during construction.
9. [Compressed Natural Gas \(CNG\) Fueling Facility Operations and Maintenance Services – Contract Amendment](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. B0522.0-09 with Trillium USA (Trillium) in the amount of \$246,200.00 for a CNG dryer replacement not covered under the original contract amount. The new total value of the contract shall not exceed \$18,642,699.95.
10. [Roadway Worker Early Warning Alarm Electronic Devices – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1509.0-19, to Miller Ingenuity, for Roadway Worker Early Warning Alarm Electronic Devices, in the amount of \$ \$633,122.84.
11. [San Diego State University \(SDSU\) Variable Frequency Drives \(VFD\) Replacement – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL283.0-19 with NEWest Construction for the replacement of four (4) VFDs at the SDSU Trolley Station, in the amount of \$477,350.00.
12. [Enterprise Storage Refresh – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2282.0-19, with Nth Generation Computing, Inc. for the Enterprise Storage Refresh in the amount of \$731,867.40.
13. [Imperial Avenue Division Zero Emission Bus Charger Installation Phase I – Change Orders 2 – 10](#) Approve
Action would: (1) Ratify MTS Doc. No. PWB268.2-19 (Construction Change Orders 3 through 5) with Alvarez & Shaw totaling \$96,284.28, for ZEB Charger Installation Phase I Project; and (2) Authorize the Chief Executive Officer (CEO)

to execute MTS Doc. No. PWB268.3-19 for Change Orders 2 and 6 through 10, with Alvarez & Shaw, for \$72,990.26.

- | | | |
|-----|---|---------|
| 14. | <u>Trapeze Software License and Maintenance Support Renewal – Sole Source Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. G2253.1-19 with Trapeze Software Group, Inc. to purchase three (3) Trapeze modules PASS-Web, PASS IVR, and EZ-Wallet for MTS Access, for a total amount of \$586,783.00. | Approve |
| 15. | <u>Google Web Mapping Service – Issuance of Purchase Order</u>
Action would authorize the Chief Executive Officer (CEO) to issue a Purchase Order to Google, Inc. for the purchase of Web-based mapping services in a not to exceed amount of \$600,000 for five years. | Approve |
| 16. | <u>Zero-Emission Bus (ZEB) Pilot Project: 40-Foot Low-Floor Electric Buses – Issuance of Purchase Order to Gillig, LLC</u>
Action would authorize the Chief Executive Officer (CEO) to issue a Purchase Order to Gillig, LLC for the purchase of two (2), 40-foot, Low-Floor Electric, Battery-Powered buses in the amount of \$2,010,548.40. | Approve |
| 17. | <u>Transportation Development Act (TDA) Capital Reserves Funds for Transit-Related Projects (University Avenue Bus Lane Pavement Rehabilitation – City of La Mesa)</u>
Action would approve the use of \$718,640 in TDA funds to fund the City of La Mesa's University Avenue Bus Lane Pavement Rehabilitation capital project. | Approve |

CLOSED SESSION

24.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30.

31.

REPORT ITEMS

- | | | |
|-----|--|---------------|
| 45. | <u>Trolley Connection to San Diego International Airport Evaluation Update (Heather Furey, Wayne Terry, and Mott MacDonald Representative)</u> | Informational |
| 46. | <u>Desert Line Binational Railroad Project – Status Update (Karen Landers)</u> | Informational |

47. Comic Con 2019 Report (Rob Schupp) Informational

OTHER ITEMS

59. Elevate SD 2020 Update Informational

60. Chair Report Informational

61. Chief Executive Officer's Report Informational

62. Board Member Communications Informational

63. Additional Public Comments Not on the Agenda
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.

64. Next Meeting Date: October 10, 2019

65. Adjournment



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

ZERO EMISSION BUS (ZEB) CHARGERS ENGINEERING SERVICES - PHASE 1 -
WORK ORDER AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Work Order WOA1947-AE-23 to MTS Doc. No. G1947.0-17 (Attachment A), with HDR Engineering, Inc. (HDR), in the amount of \$93,624.30; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to Work Order WOA1947-AE-23 (in substantially the same format as Attachment B), with HDR, in the amount of \$17,647.68 for Design Services for Zero Emission Bus (ZEB) Chargers – Phase 1. The new total value of the Work Order shall not exceed \$111,271.98.

Budget Impact

The new total value of the Work Order shall not exceed \$111,271.98. The Work Order and Amendment is funded under Capital Improvement Program (CIP) budget number 1001105501 – ZEB Pilot Program – Design.

DISCUSSION:

In continued efforts to reduce carbon emissions in San Diego, the MTS Board of Directors unanimously approved the implementation of a ZEB pilot program. Part of the pilot program includes the purchase of six (6) 40-foot electric buses from New Flyer and options to purchase twelve (12) depot chargers. Purchase of two (2) additional 40-foot electric buses from a second manufacturer, Gillig, LLC, is proposed for the Board's approval today (AI 16).



The ZEBs will be utilized on existing routes throughout San Diego. The pilot program will allow MTS to analyze vehicle performance, challenges and capabilities. Staff will also analyze characteristics such as route profiles, passenger loads, operator performance, and battery capacity. In order to run the buses, depot chargers need to be installed to recharge the buses overnight.

The IAD ZEB Phase I Charger Installation Project consists of the installation of six (6) charging stations at the IAD facility with related new electrical service, an SDG&E meter, transformer, switchgear, related underground conduit and conductors. Six (6) additional chargers will be installed at other locations during Phase II of the project. Construction of the IAD ZEB Phase I Charger Installation Project is underway. Change orders related to the construction contract are proposed for the Board's approval today (AI 13).

Under Board Policy No. 41.4.4, the CEO has authority to approve contracts and change orders up to \$100,000. Any contracts or change orders that cumulatively exceed \$100,000 must be approved by the Board. On August 2, 2018, under the CEO's authority, MTS contracted with HDR (Work Order WOA1947-AE-23) for the engineering services to prepare plans, specifications and a construction cost estimate for the IAD ZEB Phase I Charger Installation Project at a cost of \$93,624.30 (Attachment A). The Work Order also included geotechnical engineering support for the underground work, concrete paving including subgrade compaction testing, and testing of concrete cylinders for compressive strength.

Amendment No. 1 to Work Order WOA1947-AE-23 will provide an additional ninety (90) hours of as-needed design support during construction, and provide additional geotechnical engineering services as needed to develop a waste profile and to account for additional over-excavation by the construction Contractor, so as to advise MTS on any needed stockpiling, handling, removal or disposal of the soil.

Today's proposed action would ratify the original work order to HDR and approve Amendment No. 1 for additional engineering services during construction.

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Executed Work Order WOA1947-AE-23, MTS Doc. No. G1947.0-17
B. Draft Work Order WOA1947-AE-23.01, MTS Doc. No. G1947.0-17



August 2, 2018

MTS DOC No. G1947.1-17
Work Order WOA1947-AE-23

Mr. Thomas K. Kim
Senior Vice President
HDR Engineering, Inc.
401 B Street, Suite 110
San Diego, CA 92101

Dear Mr. Kim:

Subject: MTS DOC. NO. G1947.1-17, WORK ORDER WOA1947-AE-23; ENGINEERING SERVICES FOR ZERO EMISSION BUS (ZEB) CHARGERS

This letter shall serve as our agreement for professional services, Work Order WOA1947-AE-23, under the General Engineering Consultant Agreement, MTS Doc. No. G1947.1-17, as further described below.

SCOPE OF SERVICES

Provide engineering services for Zero Emission Bus (ZEB) Chargers. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A, A1 and B)

SCHEDULE

This Work Order will not change the original schedule. The Scope of Services, as described above, shall remain in effect through completion of construction.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$93,624.30.

Sincerely,

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

Paul C. Jablonski
Chief Executive Officer

Accepted:

A handwritten signature in blue ink, appearing to read 'Thomas K. Kim', is written over a horizontal line.

Thomas K. Kim
HDR Engineering, Inc.

SAUGUSTYN
WOA1947-AE-23 HDR

Date: 8/7/18

Attachments: Attachment A, Scope of services
Attachment A1, HDR's Technical Proposal
Attachment B, Negotiated Fee Proposal

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

September 12, 2019

MTS DOC No. G1947.0-17
Work Order WOA1947-AE-23.01

Mr. Thomas K. Kim
Senior Vice President
HDR Engineering, Inc.
401 B Street, Suite 110
San Diego, CA 92101

Dear Mr. Kim:

Subject: AMENDMENT NO. 1, WORK ORDER WOA1947-AE-23; MTS DOC. NO. G1947.0-17ENGINEERING SERVICES FOR ZERO EMISSION BUS (ZEB) CHARGERS

This letter shall serve as Amendment No. 1 to our agreement for professional services, Work Order WOA1947-AE-23, under the General Engineering Consultant Agreement, MTS Doc. No. G1947.0-17, as further described below.

SCOPE OF SERVICES

The Scope of Services shall be revised to provide to provide continued engineering support services during construction, and additional geotechnical testing services for the Zero Emission Bus (ZEB) Chargers project. Work provided under this Amendment shall be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

This Amendment shall extend the original schedule through October 1, 2019.

PAYMENT

This Amendment shall add \$17,647.68 to the Work Order. The revised payment amount shall not exceed \$111,271.98 without prior authorization of MTS (Attachment B).

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Thomas K. Kim
HDR Engineering, Inc.

Date: _____

Attachments: Attachment A, Scope of services
Attachment B, Negotiated Fee Proposal

ATTACHMENT A
SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
SCOPE OF WORK

I. PROJECT DESCRIPTION

In October 2017, the MTS Board directed staff to implement a zero-emission bus pilot program. As part of the pilot, MTS will purchase nine (9) zero-emissions buses and use them on existing routes throughout San Diego for a period of at two (2) years. The pilot program will allow MTS analyze vehicle performance, challenges and capabilities. Staff will analyze characteristics such as in route vs. depot charging, climate, route profiles, passenger loads, operator performance, battery capacity and more.

The intent of this Work Order Amendment is to provide an additional ninety (90) hours of as-needed design support during construction as detailed in Task 5, and provide additional geotechnical engineering services as detailed in Task 6 for the installation of six (6) owner furnished charges at the Imperial Avenue Division (IAD). The total design support during construction will be 120 hours.

II. EXPECTED RESULTS

The objective of this work order amendment is to provide continued engineering support services during construction. This includes attendance at weekly construction meetings, reviewing and responding to RFI's and Submittals as requested, reviewing and evaluating backup generator requirements to support the contractors cutover and other various geotechnical engineering services.

III. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:

Task 1 – Project Management and Coordination

- 1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.2 Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.

Task 5 – Design Support During Construction

- 5.1 The Consultant will continue to provide support during construction related to the design of the project. It will be used on an 'as-needed' basis and the level of effort will be monitored by MTS and the consultant.
- 5.2 The Consultant will continue to review and provide comments to Contractor prepared submittals including shop drawings, product catalog cut sheets, certificates of compliance, samples and other data which Contractor is required to submit.
- 5.3 The Consultant will continue to review and respond to Contractor RFI's forwarded from the MTS Project Manager with clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.

- 5.4 The Consultant will continue to work with MTS and the contractor to assess the purpose for implementing a potential change, to develop an appropriate solution, and will then develop corresponding revisions to the plans and specifications.
- 5.5 The Consultant shall review existing demand loads for the bus wash and trillium facility to help develop the needed backup generation power for the contractors cutover. Existing loads will be determined from site visits and collection from available as-built drawings. Load information will be assembled and used to coordinate and size the necessary generators to support the cutover.

Task 6 - Geotechnical Engineering

- 6.1 The consultant is to perform construction testing services during construction. MTS has experienced contaminated or hazardous soil in previous excavations at IAD. Testing shall include soil testing for constituents of concern once the excavations commence and prior to exporting of any soil from each division, if contaminants are found present. Following initial potholing and testing efforts in coordination with the contractor, it was determined that additional testing was required to develop the waste profile and to account for additional over-excavation by the contractor. The additional testing includes:

- Collect 2 environmental samples in the excavation area for the project.
- Analyze up to 1 soil samples for TPH by EPA Method 8015M and Title 22 Metals by EPA Method 6010 and Volatile Organic Compounds (VOCs) by EPA Method 8260.
- Analyze up to 1 soil samples for Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270.

The analytic soil test results will be provided to MTS and the consultant is to advise on any needed stockpiling, handling, removal or disposal of the soil.

- 6.2 The consultant will perform additional geotechnical observations and testing to support asphalt placement and compaction as requested.

IV. PERIOD OF PERFORMANCE

The Task Order duration shall be extended to October 1, 2019 to account for project closeout.

V. DELIVERABLES

- Submittal and RFI responses as requested.
- Analytic soil test results related to soil excavations.
- Soil handling recommendations based on analytic soil test results.
- Concrete compressive strength test results.
- AC Placement and Compaction results

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**A. Tasks Schedule**

Task	Begin/End Dates
Project Management & Coordination	NTP / Project Completion
Design Support During Construction	NTP / Project Completion
Material Testing	During Construction, As-needed

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Analytic Soil Test Results	7 calendar days after taking sample
Concrete Test Results	3, 5, and 28 days from pour date

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

No Change

VIII. MTS ACCEPTANCE OF SERVICES:

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

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Contractor shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

IX. DEFICIENT WORK PRODUCT:

Throughout the construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient and the deficiently delays any portion of the project, Contractor shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Revising provided documents,

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

X. DELIVERABLE REQUIREMENTS

Contractor will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Contractor to any third party.

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS.

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

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

XI. PRICING

Pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

XII. ADDITIONAL INFORMATION

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

XIII. PREVAILING WAGE

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

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

Survey – Party Chief
Survey - Chainman

Work Order Estimate Summary

MTS Doc. No. G1947.0-17

Work Order No. WOA1947-AE-23.01

Attachment: B

Work Order Title: ENGINEERING SERVICES FOR ZERO EMISSION BUS
(ZEB) CHARGERS, Amendment No. 1

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0100	Project Management & Coordination	\$1,456.48
2	0255	Engineering Support	\$16,191.22

Totals = \$17,647.68

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
5	0255	Design Support During Construction	90.0	\$13,430.64
6	0255	Geotechnical Engineering	16.0	\$2,760.58

Totals = 114.0 \$17,647.68

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	HDR Engineering, Inc.	98.0	\$14,887.10
			X	Leighton Consulting, Inc.	16.0	\$2,760.58

Totals = 114.0 \$17,647.68



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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

INVESTMENT REPORT – QUARTER ENDING JUNE 30, 2019

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of June 30, 2019. The combined total of all investments has decreased quarter to quarter from \$135.1 million to \$121.3 million. This \$13.8 million decrease is attributable to \$24.8 million in capital expenditures, partially offset by \$6.2 million in Low Carbon Transit Operations Program (LCTOP) revenue, \$7.4 million in State Transit Assistance (STA) revenue, as well as normal timing differences in other payments and receipts.

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

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

MTS remains in compliance with Board Policy 30 and is able to meet expenditure requirements for a minimum of the next six months as required.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Investment Report for the Quarter Ending June 30, 2019.



**San Diego Metropolitan Transit System
Investment Report
June 30, 2019**

Institution / Issuer	Function	Investment Type	Restricted	Unrestricted	Total	Avg. Rate of Return	Benchmark
J.P. Morgan Chase	Operating Funds	Depository Bank	-	49,175,889	49,175,889	0.24%	* 0.700% WSJ Money Market
U.S. Bank - Retention Trust Account	Restricted for Capital Support	Depository Bank	4,819,561	-	4,819,561	N/A	** -
San Diego County Treasurer's Office	Prop 1B TSGP Grant Funds	Investment Pool	6,924,926	217,622	7,142,548	2.423%	2.115% S&P US T-Bill 0-3 Mth Index
Subtotal: Restricted for Capital Support			11,744,487	217,622	11,962,108		
Local Agency Investment Fund (LAIF)	Investment of Surplus Funds	Investment Pool	4,480,476	30,192,123	34,672,599	2.498%	2.115% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	Investment of Surplus Funds	Investment Pool	-	25,520,927	25,520,927	2.423%	2.115% S&P US T-Bill 0-3 Mth Index
Subtotal: Investment Surplus Funds			4,480,476	55,713,050	60,193,526		
Grand Total Cash and Investments			\$ 16,224,962	\$ 105,106,561	\$ 121,331,523		

*-The .24% is an annual percentage yield on the average daily balance that exceeds \$22 million

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



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

MIDDLETOWN DOUBLE CROSSOVER PROJECT – DESIGN SERVICES FOR BID
SUPPORT AND DURING CONSTRUCTION – WORK ORDER AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Work Order Amendment No. 3 to Work Order WOA1953-AE-11 under MTS Doc. No. G1953.0-17 with Pacific Railway Enterprises, Inc. (PRE) totaling \$47,548.11 for general engineering services during the construction contract bidding process; and
- 2) Authorize the Chief Executive Officer (CEO) execute Amendment No. 4 to Work Order WOA1953-AE-11 under MTS Doc. No. G1953.0-17 PRE in the amount of \$256,690.73 for design services during construction.

Budget Impact

Today's action would bring the total value of the PRE Work Order WOA1953-AE-11 to \$605,321.23:

MTS Doc. No.	Purpose	Amount	Board Approval Date
G1953.0-17-AE-11	Original Design Services for Middletown Double Crossover	\$301,082.39	6/14/2018
G1953.0-17-AE-11.1	No cost time extension	\$0	n/a
G1953.0-17-AE-11.2	No cost time extension	\$0	n/a



G1953.0-17-AE-11.3	Bid support services for Middletown Double Crossover and Orange Line Track Improvements (combined solicitation)	\$47,548.11	CEO approval 6/28/19 per Board Policy No. 41
G1953.0-17-AE-11.4	Design Services During Construction	\$256,690.73	Today's Proposed Action
	TOTAL	\$605,321.23	

PRE Work Order WOA1953-AE-11 is funded through the MTS Capital Improvement Project budget account(s) 2006101101, 2005005102, and 2005002502.

DISCUSSION:

MTS has contracted with PRE and HDR to provide design services for two separate capital projects:

- Middletown Double Crossover Project, and
- Orange Line Track Improvements Project

The Middletown project provides greater operational flexibility and service reliability during special events, right-of-way maintenance activities and unforeseen track outages, by installing a double crossover and associated track, signaling and OCS modifications to support the new crossover. The Orange Line project brings this section of rail up to a state of good repair and with the associated signal improvements will improve service reliability. This project involves replacement of switches 9 & 11, grade crossings and associated signaling and OCS modifications.

The designs for both projects were complete in early 2019. Due to the similarities in project scope and to create procurement efficiencies, the two design projects were combined into one construction project, now referred to as the Middletown - 9 & 11 Project.

The project is currently moving toward the construction phase and requires assistance from an engineering firm throughout the construction process. PRE will be providing these services using two subcontractors: HDR and Burns Engineering, Inc. PRE is a certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) firm. Please see Attachment B for the dollar amount allocated to each subcontractor.

Today's proposed action would do the following:

1. Ratify Amendment No. 3 (\$47,548.11), which was executed by the CEO pursuant to Board Policy No. 41. Amendment No. 3 added bid support services regarding the design during the bid solicitation period.

2. Authorize the CEO to execute Amendment No. 4 (\$256,690.73). Amendment No. 4 will provide management and coordination of Design Services During Construction (DSDC), assistance with the permitting process, attendance of construction progress meetings, review and approve submittals, respond to Requests for Information (RFI)s, perform field observations, prepare design revisions/design change notices as-needed and assist MTS with construction punch list and closeout activities.

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Executed Work Order WOA1953-AE-11.03, MTS Doc. No. G1953.0-17
B. Draft Work Order WOA1953-AE-11.04, MTS Doc. No. G1953.0-17



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

June 25, 2019

MTS Doc. No. G1953.0-17
Work Order No. WOA1953-AE-11.03

Pacific Rail Enterprises
Jennifer Purcell
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Mrs. Purcell:

Subject: MTS DOC. NO. G1953.0-17, WORK ORDER WOA1953-AE-11.03, GENERAL
ENGINEERING DESIGN SERVICES FOR MIDDLETOWN DOUBLE CROSSOVER
PROJECT

This letter shall serve as Amendment 3 to Work Order WOA1953-AE-11 to MTS Doc. No. G1953.0-17, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

The Scope of Services shall be revised to include Under this Work Order Consultant will provide bid support during the solicitation phase of the project including the Orange Line Track Improvements.

SCHEDULE

The Scope of Services, as described above, shall remain in effect for an additional period of time. The revised completion date shall be September 6, 2019.

PAYMENT

This amendment shall add an additional \$47,548.11 to the original Work Order. The revised Work Order amount shall not exceed \$348,630.50 without prior authorization from MTS.

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,

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

Paul C. Jablonski
Chief Executive Officer

Accepted:

A handwritten signature in blue ink, appearing to read "Jennifer Purcell", is written over a horizontal line.

Jennifer Purcell
Pacific Rail Enterprises

Date: 6/28/19

Attachments: Attachment A, Scope of Services
Attachment B, Negotiated Fee Proposal

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • sdmts.com

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

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

ATTACHMENT A

SCOPE OF SERVICES

WORK ORDER TITLE: Bid Support for Middletown Double Crossover Project and Orange Line Track Improvements

I. PROJECTS DESCRIPTION

As a result of the future Mid-Coast Trolley operations plan and the necessity to improve operational flexibility, the implementation of a new double crossover adjacent to the Middletown Station is proposed to provide the improved flexibility. The Middletown Double Crossovers Project includes new trackwork, special trackwork and associated signaling and OCS improvements. The Orange Line Track Improvements Project includes two grade crossing replacements, the removal and replacement of a single crossover and a universal crossover and associated signaling and OCS improvements.

The projects are now entering into the bid and construction phase for which MTS is requesting engineering support services.

Under this Work Order Consultant will provide bid support.

II. EXPECTED RESULTS

- Conformed plans & specifications following project bid and award

III. SCOPE OF WORK

The scope of work to be performed by shall consist of the following tasks and deliverables:

TASK 1 PROJECT MANAGEMENT AND COORDINATION

This task involves project management services including the requirements for progress reports, invoicing, meetings, coordination, and oversight of the Bid Support effort and administration of the Consultant's and Subconsultant's work. The labor hours and expenses associated with this task are reflected under the Work Breakdown Structure (WBS) tasks as task management.

1.1 Progress Reports and Invoices

At the end of each month, Consultant shall report on work progress consistent with MTS's reporting and invoicing formats in the form of a progress report with each invoice indicating work completed (WBS subtask) by Consultant and Subconsultant's. Progress will be based on the physical percentage complete of individual subtasks or estimated progress toward completion.

Consultant will submit one copy of a monthly progress report consisting of a written narrative to the MTS PM and MTS Contracts Manager.

1.2 Project Coordination

The Consultant will coordinate meetings and deliverables, and assist the MTS PM on coordination with MTS departments, City of San Diego, CPUC, Contractor, and other governing agencies, for all deliverables to ensure consistency among stakeholders.

TASK 2 BID SUPPORT SERVICES**2.1 Bid Support**

Consultant and Subconsultant's will prepare for and attend the pre-bid meeting and respond to RFI's from the construction contractor(s) during the bid process.

2.2 Prepare Conformed Plans and Specifications

Consultant and Subconsultant's will prepare conformed plans and specifications by incorporating any relevant construction contractor RFI's and bid addendum affective during the Bid Phase.

IV. PERIOD OF PERFORMANCE

Notice to Proceed to end of Bid Protest Period

V. DELIVERABLES

- Bid Documents (Final PS&E). Provide PDF of each document.
- Response to Bidder Comments, as required.
- Conformed Plans & Specifications. Provide PDF of each document.

VI. SCHEDULE OF SERVICES/MIESTONES/DELIVERABLES**A. Tasks Schedule**

<u>Task</u>	<u>Begin/End Dates</u>
Bid Support	NTP/End of Bid Protest Period

B. Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
Conformed Plans and Specifications	Bid Opening/plus 2 weeks

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

Not Applicable.

VIII. SPECIAL CONDITIONS/ASSUMPTIONS

1. MTS and Consultant acknowledge and agree that, notwithstanding anything to the contrary in the Agreement between MTS and Consultant, these Special Conditions shall take precedence over any conflicting provisions in the Agreement. However, for the avoidance of doubt, these Special Provisions apply solely to this Work Order and do not otherwise alter the Agreement or other Work Orders.

2. The consultant and subconsultants assume MTS will have hired a construction manager (CM) at the time of construction NTP. In the event a CM is not hired for this project, the consultant and subconsultants will re-evaluate the attached Fee Schedule and submit an amendment to cover additional work normally performed by the CM.

IX. MTS ACCEPTANCE OF SERVICES:

Consultant and Subconsultant's shall not be compensated at any time for unauthorized work outside of this Work Order. Consultant and Subconsultant's 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 Consultant and Subconsultant's provide final service(s) or final work product(s) which are found to be unacceptable due to Consultant's and/or Subconsultants' negligence and thus not 100% complete by MTS' Project Manager, consultant and /or Subconsultant's 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. Consultant and Subconsultant's 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 design and/or implementation phases associated with the services rendered by the Consultant and/or Subconsultant's, if MTS finds any work product provided by Consultant and/or subconsultant's to be deficient and the deficiently delays any portion of the project, Consultant and/or Subconsultant 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 Consultant and/or Subconsultants' deficient work product and shall bear no costs or burden associated with consultant and/or subconsultants' deficient performance and/or work product.

XI. DELIVERABLE REQUIREMENTS

Consultant and Subconsultants' 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 Firm to any third party.

Firm shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Subconsultant's work control, when and as requested by MTS.

Consultant and Subconsultants' 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. Subconsultant shall maintain backup copies of all data conveyed to MTS.

Consultant and Subconsultants' 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:

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 8, 9/12/19

MTS Doc. No. G1953.0-17

Work Order No. WOA1953-AE-11.03

Attachment: B

Work Order Title: Bid Support for Middletown Double Crossover and Orange Line Track Improvements

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0690-0255	Project Management	\$19,588.52
2	0600-0255	Bid Support Services	\$27,959.59
3			
4			
5			
6			
7			

Totals = \$47,548.11

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	0690-0255	Project Management	110.0	\$19,588.52
2	0600-0255	Bid Support Services	164.0	\$27,959.59
3				
4				
5				
6				
7				
8				
9				
10				

Totals = 274.0 \$47,548.11

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	116.0	\$19,895.64
				HDR, Inc.	120.0	\$22,468.61
				Burns Engineering, Inc.	38.0	\$5,183.86

Totals = 274.0 \$47,548.11

Work Order Estimate Summary

Att. A, AI 8, 9/12/19

Total Hours =

Total Costs =

116
\$19,895.64

Consultant/Subconsultant: Pacific Railway Enterprises, Inc.

MTS Doc. No.: G1953.0-17

Work Order No.: WOA1953-AE-11.03

Work Order Title: Bid Support for Middletown Double Crossover and Orange Line Track Improvements

Attachment: B

ODCs (See Attachment)	Sr. Systems Engineer	Sr. Railroad Systems Technologist I	Signal Designer III	Sr. Railroad Systems Technologist III	NA	NA	Total Hours	Totals
	\$234.37	\$130.21	\$78.12	\$169.27				

Item	TASKS/WBS	TASKS/WBS Description							
1	Task 1	Task Order Management							
	Project reporting and invoicing- Middletown		2			16		18	\$3,177.06
	Project reporting and invoicing- Orange Line		2			16		18	\$3,177.06
	Project coordination- Middletown		2			8		10	\$1,822.90
	Project coordination- Orange Line		2			8		10	\$1,822.90
	Subtotals (Hours) =	N/A	8			48		56	\$9,999.92
	Subtotals (Costs) =		\$1,874.96			\$8,124.96		56	\$9,999.92
2	Task 2	Bid Support Services							
	Bid Support - Middletown		4			8		12	\$2,291.64
	Bid Support - Orange Line		4			8		12	\$2,291.64
	Prepare Confomed Plans and Specifications - Middletown		2	4	4	8		18	\$2,656.22
	Prepare Confomed Plans and Specifications - Orang Line		2	4	4	8		18	\$2,656.22
	Subtotals (Hours) =	N/A	12	8	8	32		60	\$9,895.72
	Subtotals (Costs) =		\$2,812.44	\$1,041.68	\$624.96	\$5,416.64		60	\$9,895.72
	Totals (Summary) =							116	\$19,895.64
	Total (Hours) =	N/A	20	8	8	80		116	
	Total (Costs) =		\$4,687.40	\$1,041.68	\$624.96	\$13,541.60			\$19,895.64
	Percentage of Total (Hours) =	N/A	17%	7%	7%	69%		100%	
	Percentage of Total (Costs) =		24%	5%	3%	68%			100%

Work Order Estimate
Summary

Att. A, AI 8, 9/12/19

Consultant/ Subconsultant:

Pacific Railway Enterprises, Inc.

Work Order Title:

Bid Support for Middletown Double Crossover and Orange Line Track Improvements

Contract No:

G1953.0-17

Task Order No:

WOA1953-AE-11.03

Attachment:

B

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)													
ODC Item	Description	Task 1		Task 2		Task 3		Task 4		Task 5		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Work Order Estimate Summary

Att. A, AI 8, 9/12/19

Total Hours =

120

Total Costs =

\$22,468.61

Consultant/Subconsultant: HDR, Inc.

MTS Doc. No.: G1953.0-17

Work Order No.: WOA1953-AE-11.03

Work Order Title:

Bid Support for Middletown Double Crossover and Orange Line Track Improvements

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Sr. PM/Railroad	Project Engineer	Sr. Admin Assistant	Technician II	QA Manager	Project Engineer/ Railroad	NA	NA	Total Hours	Totals
				\$314.69	\$155.40	\$139.46	\$124.51	\$197.54	\$214.70				
1	Task 1	Task Order Management											
		Project reporting and invoicing - Middletown		2	3	12						17	\$2,769.10
		Project reporting and invoicing - Orange Line		2	3	12						17	\$2,769.10
		Project coordination - Middletown		2	3	1		4				10	\$2,025.20
		Project coordination - Orange Line		2	3	1		4				10	\$2,025.20
		Subtotals (Hours) =	N/A	8	12	26		8				54	\$9,588.60
		Subtotals (Costs) =		\$2,517.52	\$1,864.80	\$3,625.96		\$1,580.32				54	\$9,588.60
2	Task 2	Bid Support Services											
		Bid Support - Middletown	\$46.75	5	10							15	\$3,174.20
		Bid Support - Orange Line		7	14							21	\$4,378.43
		Prepare Confomed Plans and Specifications - Middletown		2	3		4	4				13	\$2,383.78
		Prepare Confomed Plans and Specifications - Orange Line		2	5		6	4				17	\$2,943.60
		Subtotals (Hours) =	N/A	16	32		10	8				66	\$12,880.01
		Subtotals (Costs) =	\$46.75	\$5,035.04	\$4,972.80		\$1,245.10	\$1,580.32				66	\$12,880.01
		Totals (Summary) =											
		Total (Hours) =	N/A	24	44	26	10	16				120	
		Total (Costs) =	\$46.75	\$7,552.56	\$6,837.60	\$3,625.96	\$1,245.10	\$3,160.64					\$22,468.61
		Percentage of Total (Hours) =	N/A	20%	37%	22%	8%	13%				100%	
		Percentage of Total (Costs) =	0%	34%	30%	16%	6%	14%					100%

**Work Order Estimate
Summary**

Att. A, AI 8, 9/12/19

Consultant/ Subconsultant: **HDR, Inc.**

Contract No: **G1953.0-17**
Task Order No. **WOA1953-AE-11.03**
Attachment: **B**

Work Order Title: **Bid Support for Middletown Double Crossover and Orange Line Track Improvements**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	1		2		3		4		5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$1.00										
2	Deliveries	LS	\$1.00										
3	Mileage	MI	\$0.535			50	\$26.75						
4	Scanning	LS	\$1.00										
5	Other (Photo, etc.)	LS	\$1.00										
6	Aerial Photography	LS	\$1.00										
7	Transit Tickets	LS	\$5.00			4	\$20.00						
8													
9													
10													
Subtotal =						Subtotal = \$46.75		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)													
ODC Item	Description	6		7		8		9		10		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics												
2	Deliveries												
3	Mileage											50	\$26.75
4	Scanning												
5	Other (Photo, etc.)												
6	Aerial Photography												
7	Transit Tickets											4	\$20.00
8													
9													
10													
Subtotal =				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals = \$46.75	

Work Order Estimate Summary

Att. A, AI 8, 9/12/19

Total Hours =

38

Total Costs =

\$5,183.86

Consultant/Subconsultant: Burns Engineering, Inc.

MTS Doc. No.: G1953.0-17

Work Order No.: WOA1953-AE-11.03

Work Order Title: Bid Support for Middletown Double Crossover and Orange Line Track Improvements

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal-in- Charge	Principal Engineer Catenary	Sr. Elec Engineer	Project Engineer	Electrical Engineer	Catenary Designer	NA	NA	Total Hours	Totals
2	Task 2	Bid Support Services		\$ 257.05	\$ 194.22	\$ 170.54	\$ 128.53	\$ 133.10	\$ 101.41				
		Bid Support - Middletown		2	4	4			8			18	\$2,784.42
		Prepare Confomed Plans and Specifications - Middletown			4				16			20	\$2,399.44
		Subtotals (Hours) =	N/A	2	8	4			24			38	\$5,183.86
		Subtotals (Costs) =		\$514.10	\$1,553.76	\$682.16			\$2,433.84			38	\$5,183.86
		Totals (Summary) =										38	\$5,183.86
		Total (Hours) =	N/A	2	8	4			24			38	
		Total (Costs) =		\$514.10	\$1,553.76	\$682.16			\$2,433.84				\$5,183.86
		Percentage of Total (Hours) =	N/A	5%	21%	11%			63%			Total	100%
		Percentage of Total (Costs) =		10%	30%	13%			47%			Total	100%

**Work Order Estimate
Summary**

Att. A, AI 8, 9/12/19

Consultant/ Subconsultant: **Burns Engineering, Inc.**

Contract No: **G1953.0-17**
Task Order No. **WOA1953-AE-11.03**
Attachment: **B**

Work Order Title: **Bid Support for Middletown Double Crossover and Orange Line Track Improvements**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics	LS	\$0.15										
2	Deliveries	LS	\$25.00										
3	Mileage	MI	\$0.57										
4	Scanning	LS	\$1.00										
5	Other (Photo, etc.)	LS	\$1.00										
6	Aerial Photography	LS	\$1.00										
7	Travel	Trips	\$1,200.00										
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)													
ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics												
2	Deliveries												
3	Mileage												
4	Scanning												
5	Other (Photo, etc.)												
6	Aerial Photography												
7	Travel												
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

September 12, 2019

MTS Doc. No. G1953.0-17
Work Order No. WOA1953-AE-11.04

Pacific Rail Enterprises
Jennifer Purcell
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Mrs. Purcell:

Subject: AMENDMENT NO. 4 TO WORK ORDER WOA1953-AE-11, MTS DOC. NO. G1953.0-17,
GENERAL ENGINEERING DESIGN SERVICES FOR MIDDLETOWN DOUBLE
CROSSOVER PROJECT

This letter shall serve as Amendment 4 to Work Order WOA1953-AE-11 to MTS Doc. No. G1953.0-17, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

The Scope of Services shall be revised to include under this Work Order Consultant will provide bid support during the solicitation phase of the project including the Orange Line Track Improvements.

SCHEDULE

The Scope of Services, as described above, shall remain in effect for an additional period of time. The revised completion date shall be through completion of construction.

PAYMENT

This amendment shall add an additional \$256,690.73 to the original Work Order. The revised Work Order amount shall not exceed \$605,321.23 without prior authorization from MTS.

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

Jennifer Purcell
Pacific Rail Enterprises

Date: _____

Attachments: Attachment A, Scope of Services
Attachment B, Negotiated Fee Proposal

ATTACHMENT A

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

SCOPE OF WORK

I. PROJECT DESCRIPTION

As a result of the future Mid-Coast Trolley operations plan and the necessity to improve operational flexibility, the implementation of a new double crossover adjacent to the Middletown Station is proposed to provide the improved flexibility. The Middletown Double Crossovers Project, includes new trackwork, special trackwork and associated signaling and OCS improvements. The project will soon enter into the construction phase for which MTS is requesting engineering support services.

Under this Amendment, the Consultant will provide management and coordination of Design Services During Construction (DSDC), assistance with the permitting process, attendance of construction progress meetings as requested by MTS, review and approve submittals, respond to RFIs, perform field observations as requested by MTS, prepare design revisions/design change notices as needed and assist MTS with construction punch list and closeout activities.

II. EXPECTED RESULTS

- Design Services During Construction (DSDC) through duration of project construction

III. SCOPE OF WORK

The scope of work to be performed by shall consist of the following tasks and deliverables:

TASK 1 PROJECT MANAGEMENT AND COORDINATION

This task involves project management services including the requirements for progress reports, invoicing, meetings, coordination, and oversight of DSDC work and administration of the Consultant's and Subconsultant's work. The labor hours and expenses associated with this task are reflected under the Work Breakdown Structure (WBS) tasks as task management.

1.1 Progress Reports and Invoices

At the end of each month, Consultant shall report on work progress consistent with MTS's reporting and invoicing formats in the form of a progress report with each invoice indicating work completed (WBS subtask) by Consultant and Subconsultant's. Progress will be based on the physical percentage complete of individual subtasks or estimated progress toward completion.

Consultant will submit one copy of a monthly progress report consisting of a written narrative to the MTS PM and MTS Contracts Manager.

1.2 Project Coordination

The Consultant will coordinate meetings and deliverables, and assist the MTS PM on coordination with MTS departments, City of San Diego, CPUC, Contractor, and other governing agencies, for all deliverables to ensure consistency among stakeholders.

TASK 3 DESIGN SUPPORT DURING CONSTRUCTION (DSDC) SERVICES

3.1 Weekly Construction Meetings

Consultant and Subconsultant's shall attend weekly construction progress meetings at the request of the MTS Project Manager. Appropriate representatives will attend when requested depending on progress and phase of construction. It is assumed that a maximum of two meetings will be attended per month for the duration of construction, excluding pre-construction period required for material procurement. Construction is schedule to be completed within eighteen months of notice to proceed (including procurement period). The consultant shall assume attendance of up to fourteen (14) construction meetings.

3.2 Review & Approve Submittals

Consultant and Subconsultant's will review and approve or take other appropriate action in respect to Contractor-prepared submittals (for those forwarded from the MTS Construction Management (CM) team) required by the specifications, including shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Construction contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Consultant and Subconsultant's will have five working days for review each submittal. Once the review is complete the submittal will receive a notification stamp indicating results of review including notes for additional action by the Construction contractor as may be deemed necessary.

3.3 Respond to Requests for Information (RFI)

The Consultant and Subconsultant's will review and respond to Construction contractor RFIs forwarded from the MTS Construction Management (CM) team and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Construction contractor's work. Any orders authorizing variations from the Contract Documents will be made by the MTS CM.

3.4 Field Observations

At the request of MTS, the Consultant and Subconsultant's staff will perform site visits to assist in a response to RFI's, to gather data for developing Change Orders, or to perform other specific tasks such observation of Change in Condition, Construction contractor implementation for substitution, field verifications, pre-testing and in-service testing, etc.

3.5 Prepare Design Revisions/Design Change Notices (DCN's)

Consultant and Subconsultant's will prepare revisions to design plans and technical specifications as directed. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. The Consultant will work with the MTS construction team to assess the purpose for implementing a potential change, to develop an appropriate solution, and develop corresponding revisions to the plans and specifications. Design revisions may be in response to action

required by an RFI, CCO, an unforeseen site condition, value-engineering, etc. If requested by MTS, the Consultant will develop cost estimates to coincide with the proposed changes. Design revisions will be transmitted in PDF file format.

3.6 Punchlist and Closeout Activities

As the project nears Substantial Completion, the Consultant and Subconsultant's will assist the CM team in preparing a punch list of items to be addressed by the Construction contractor. Assistance with the punch list will entail site walks as directed by the CM team.

After Completion of Work the Consultant and Subconsultants' shall prepare final as-built plans, based on Record Drawings provided by the Construction contractor. As-built plans prepared under this Work Order will not include any work performed by the Construction contractor subsequent to Completion of Work.

IV. PERIOD OF PERFORMANCE

Notice to Proceed to Project Completion. Construction duration is anticipated to be 18 months to accommodate material procurement lead times.

V. DELIVERABLES

- Miscellaneous DSDC Phase Deliverables (Submittal responses, RFI's, DCN's, As-Built's, other approvals, etc.).
- As-Built's. Provide PDF and CAD files.

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Project Management	NTP/Project Completion
DSDC	Construction NTP/Project Completion

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
DSDC Deliverables, as needed	As-needed
As-Built's	One month after approved Record Drawings received

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

Construction contractor Submittals and RFIs
Construction contractor's Record Drawings

VIII. SPECIAL CONDITIONS/ASSUMPTIONS

1. MTS and Consultant acknowledge and agree that, notwithstanding anything to the contrary in the Agreement between MTS and Consultant, these Special Conditions shall take precedence over any conflicting provisions in the Agreement. However, for the avoidance of doubt, these Special Provisions apply solely to this Work Order and do not otherwise alter the Agreement or other Work Orders.
2. The consultant and subconsultants assume MTS will have hired a construction manager (CM) at the time of construction NTP. In the event a CM is not hired for this project, the consultant and subconsultants will re-evaluate the attached Fee Schedule and submit an amendment to cover additional work normally performed by the CM.

DRAFT

ATTACHMENT B NEGOTIATED FEE PROPOSAL

MTS Doc. No. **G1953.0-17**
 Work Order No. **WOA1953-AE-11.04**
 Attachment: **B**

Work Order Title: **Design Services During Construction (DSDC) for
 Middletown Double Crossover and Orange Line
 Track Improvements Projects**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0690-0255	Project Management	\$44,732.20
2			
3	0600-0255	Design Support During Construction (DSDC) Services	\$211,958.53
4			

Totals = **\$256,690.73**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	0690-0255	Project Management	260.0	\$44,732.20
2				
3	0600-0255	Design Support During Construction (DSDC) Services	1298.0	\$211,958.53
4				
5				

Totals = **1,558.0** **\$256,690.73**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	790.0	\$117,734.34
				HDR, Inc.	552.0	\$106,120.59
				Burns Engineering, Inc.	216.0	\$32,835.80

Totals = **1,558.0** **\$256,690.73**



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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

Draft for Executive Committee Review Date: 9/5/19

SUBJECT:

COMPRESSED NATURAL GAS (CNG) FUELING FACILITY OPERATIONS AND
MAINTENANCE SERVICES – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to execute Amendment No. 5 to MTS Doc. No. B0522.0-09 (in substantially the same format as Attachment A) with Trillium USA (Trillium) in the amount of \$246,200.00 for a CNG dryer replacement not covered under the original contract amount. The new total value of the contract shall not exceed \$18,642,699.95.

Budget Impact

This agenda item requires execution of Amendment No. 5 in the amount of \$246,200.00 and is funded under Fiscal Year 2020 CIP WBSE No. 3006110201.

DISCUSSION:

Currently, MTS contracts with Trillium to provide preventive maintenance, inspection, operation and repair services to our CNG facilities at Imperial Avenue Division (IAD), Kearny Mesa Division (KMD), and South Bay Maintenance Facility (SBMF). Within the scope of the contract, Trillium is required to replace equipment that fails; however, the KMD Dryers were not included on the original replacement list. The CNG dryer at KMD is beyond its useful life and requires replacement. With aging equipment there is an increased chance of oil and water passing through the compressor, entering the bus and causing costly damage to the bus engines. This amendment is for the replacement of the CNG dryer at KMD, which was originally installed with the station and not part of Trillium's installations.



The table below provides a summary of the Trillium contract since the inception of the agreement as well as the anticipated amount for Amendment 5:

Agreement No.	Amount	Description	Board Approved Date
B0522.0-10	\$ 8,998,084.49	Original O&M amount; 10 YR base	7/13/2010
Amendment 1	\$ 6,996,689.00	Administrative changes and adjusted for inflation, CPI, expanded service, and additional CNG buses	9/12/2013
Amendment 2	\$ 528,194.00	Replacement of 7 dispensers at SB & IAD	3/8/2017
Amendment 3	\$ 0.00	Added prevailing wage language to contract	7/10/2017
Amendment 4	\$ 1,873,532.46	Extend term and add funds.	11/8/2018
Amendment 5	\$ 246,200.00	KMD CNG Dryer Replacement	Today's Proposed Action
Total Contract Value	\$ 18,642,699.95		

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. B0522.5-09 with Trillium in the amount of \$246,200.00 for necessary replacement of the CNG dryer at KMD not covered under the contract. With this amendment the new total value of the contract shall not exceed \$18,642,699.95.

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Amendment 5 Doc. No. B0522.0-9
B. SOW KMD Dryer Replacement

September 12, 2019

MTS Doc. No. B0522.5-09

Trillium USA Company, LLC
Mr. Bill Cashmareck, Director
2929 Allen Parkway, Suite 4100
Houston, TX 77019

Subject: AMENDMENT NO. 5 TO MTS DOC. NO. B0522.0-09; OPERATIONS AND MAINTENANCE SERVICES FOR IAD, KMD, AND SBMF CNG FUELING STATIONS – AS-NEEDED REPAIRS.

This shall serve as Amendment No. 5 to our agreement for the operations and maintenance services for Imperial Avenue Division (IAD), Kearny Mesa Division (KMD), and South Bay Maintenance Facility (SBMF) CNG fueling stations as further described below.

SCOPE OF SERVICES

Contractor shall replace CNG dryer at KMD as outlined in the Scope of Work.

SCHEDULE

There shall be no change to the schedule.

PAYMENT

This contract amendment shall not exceed \$246,200.00 bringing the total value of this contract to \$18,642,699.95.

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Bill Cashmareck, Director
Trillium USA Company, LLC

Date: _____

Enclosure: Trillium Revised Proposal dated 8/7/19

San Diego MTS
Kearny Mesa
Dryer Upgrade

Quote

San Diego MTS's Kearny Mesa Division has a Panasonic Dryer that feeds the two Gemini Compressors. This dryer has become obsolete as the vendor is no longer in business and Trillium can no longer obtain parts and program updates. Trillium had Xebec inspect the dryer and was advised to shut off the dryer indefinitely. The dryer was turned off and is currently in bypass mode. Trillium recommends installation of a new Twin Tower Fully Automatic Natural Gas Dryer in place of the Panasonic Natural Gas Dryer.

CNG Scope		Price	Schedule 32 wks
Project Management		\$7,700	
Design/Engineering		\$19,500	4 weeks
Equipment		\$161,100	22 weeks
- Twin Tower Fully Automatic Dryer \$153,500			
- Vent Stack \$3,100			
- Dryer Controller \$4,500			
Construction		\$41,600	4 weeks
- Mechanical \$15,400 [\$6,700 Material, \$8,700 Labor]			
- Civil \$14,600 [\$8,700 Material, \$5,900 Labor]			
- Electrical \$11,600 [\$3,700 Material, \$7,900 Labor]			
Programming & Commissioning		\$10,000	1 week
Inspection		N/A	1 week
	Project Subtotal	\$239,900	
	Sales Tax (7.75%) equipment/materials	Included	
	Markup 16.5%	Included	
	Freight	\$6,300	
Project Budget		\$246,200	

Assumptions and Clarifications

- Trillium to provide one (1) PSB Twin Tower Fully Automatic Natural Gas Dryer (1200 scfm @ 43 psig)
- Trillium to provide one (1) PSV Vent Stack
- Trillium to provide one (1) Allen Bradley Dryer Controller
- Dryer lead time 18 to 20 weeks
- Prevailing wage applies
- Buy America applies
- Design, Engineering, and Programming included
- Startup, Commissioning, Project Management included
- Civil, Mechanical, and Electrical Construction included
- Permitting not included
- Freight and taxes included
- Assumes existing power utility can handle the increased load from this upgrade
- Assumes natural soils to have a bearing capacity of 2,000 psf and are not contaminated



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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

ROADWAY WORKER EARLY WARNING ALARM ELECTRONIC DEVICES –
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. L1509.0-19 (in substantially the same format as Attachment A), to Miller Ingenuity, for Roadway Worker Early Warning Alarm Electronic Devices, in the amount of \$633,122.84.

Budget Impact

The contract will be funded by the Capital Improvement Program (CIP) project: Railroad Worker Safety Equipment, WBSE #2008103401.

DISCUSSION:

The safety of workers on MTS's operating railroad is of prime importance. Secondary protection systems exist that warn workers of a train approaching a work zone.

Under California Public Utilities Commission (CPUC) General Order 175-A (6.3f), beginning November 7, 2017, early warning alarm technology must be used, except when the track is taken out of service by locking out all entry points or the traction power has been removed.

Although the CPUC General Order 175-A went into effect in 2017, due to difficulties in identifying more than one supplier at that time, San Diego Trolley Inc. (SDTI) was granted a time extension by CPUC until November 6, 2019 in order to comply with this requirement.



On June 20, 2019, MTS issued a Request for Proposals (RFP) looking for a qualified proposer to provide the electronic devices.

By June 26, 2019 three proposals were received from:

1. Miller Ingenuity, Winona, MN 55987
2. Protran Technology, West Columbia, SC 29170
3. Willowglen Systems, Edmonton, Canada, T6E 5V5

All proposals were deemed responsive and responsible. A selection committee consisting of representatives from MTS Maintenance of Way and Finance evaluated the proposals based on the following criteria:

1. Qualifications of the Firm or Individual – 15%
2. Staffing, Organization and Management Plan – 5%
3. Work Plan – 40%
4. Cost – 40%

On August 2, 2019, the selection committee evaluated the initial proposals and scored as follows:

Initial proposals scores					
Proposer name	Technical (max 60%)	Cost (max 40%)	*Cost in \$	Total (max 100%)	Ranking
Miller Ingenuity	35.00	40.00	\$388,500.00	75.00	1
Protran Technology	43.00	15.66	\$992,400.00	58.66	2
Willowglen Systems	13.33	33.95	\$457,757.60	47.28	3

**Excluding sales tax*

The evaluation panel then determined that Miller and Protran were the top ranked proposers would be invited for demonstrations on full system operation, equipment function and durability on MTS's railroad per the RFP requirements.

Demonstrations for Miller were performed on August 12th & 13th; and for Protran on August 15th & 16th, 2019. During the demonstrations the devices were evaluated by SDTI users (Roadway Workers, Lookouts, Employees in Charge and immediate supervisors) to determine the ease of use, reliability and durability of the equipment on variables such as time, date, location, weather, work performed and number of employees.

After the demonstrations, MTS requested both proposers to submit a revised proposal addressing issues observed at the demonstrations, and to provide pricing for devices that MTS had now determined from the demonstrations to be the quantities that would be required from each proposer. This included increasing the number of repeater devices, adding back up power devices for use during multiple-day construction work and a requested modification to the strobe lights on the detecting and repeater units.

On August 22, 2019 revised proposals addressing these updated requirements were received. On August 23, 2019 the evaluation panel re-scored as follows:

Demonstrations and revised proposals scores					
Proposer name	Technical (max 60%)	Cost (max 40%)	*Cost in \$	Total (max 100%)	Ranking
Miller Ingenuity	51.33	40.00	\$587,585.00	91.33	1
Protran Technology	36.67	29.55	\$795,378.00	66.22	2

**Excluding sales tax*

Based on \$587,585.00 + CA Sales tax of \$ \$45,537.84, the overall total is \$633,122.84.

The evaluation panel determined that Miller Ingenuity provided the overall best value proposal to MTS. In summary, the devices functioned as intended, giving an advance second form of a train approaching a worksite, met the portability and fail-safe requirements.

Therefore, staff recommends that the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1509.0-19 (in substantially the same format as Attachment A), to Miller Ingenuity, for Roadway Worker Early Warning Alarm Electronic Devices, in the amount of \$633,122.84.

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft Standard Procurement Agreement MTS Doc. No. L1509.0-19
B. Scope of Work
C. Cost Proposal

**STANDARD PROCUREMENT AGREEMENT
FOR
ROADWAY WORKER EARLY WARNING ALARM ELECTRONIC DEVICES**

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: Miller Ingenuity Address: 1155 E 8th Street

Form of Business: Corporation Winona, MN 55987
(Corporation, partnership, sole proprietor, etc.)

Telephone: (585) 469-2603

Email Address: MEdmonds@milleringenuity.com

Authorized person to sign contracts: Matt Edmonds Director of Technical Sales
Name Title

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

Provide Roadway Worker Early Warning Alarm Electronic Devices as specified in the Scope of Work (attached as Exhibit A), Cost Proposal 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 from September 16, 2019 to June 30, 2021.

Payment terms shall be net 30 days from invoice date. The total cost of this contract is \$587,585.00 + CA Sales Tax \$45,537.84, for a not to exceed \$633,122.84 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: _____

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1. General

The safety of workers on MTS's operating railroad is of prime importance. Secondary protection systems exist that warn workers of a train approaching a work zone. Contractor will provide Electronic Roadway Worker Early Warning Alarm Devices that comply with the California Public Utilities Commission (CPUC) General Order 175-A (6.3f).

CPUC General Order 175-A (6.3f) states:

Beginning November 7, 2017, early warning alarm technology must be used, with the exception that it is recommended but optional when the protections of Sections 6.3.d iii, iv, and v(2) are in place.

Contractor shall review this General Order for detailed information.

Note: Although the CPUC General Order 175-A went into effect in 2017, due to difficulties in identifying more than one supplier at that time, San Diego Trolley Inc., (SDTI) was granted a time extension by the CPUC until November 6, 2019 in order to comply with this requirement.

As part of the Work Plan, Contractor has shown how the devices proposed meet or exceed the stated objectives discussed in the RFP, including a detailed schedule for completion of the work to meet the date above.

2. Train Detection Devices Minimum Technical Requirements

- a. Second Alarm: Contractor shall provide train detection devices to be used as a second form of train approach warning.
- b. Fail-Safe Design: Train detection system must be so designed that it will give the most restrictive signal possible in the event of a system failure.
- c. Portability: The device must be portable and manageable. Weight including batteries should not exceed 20 lbs. per carrying case.

The device must be sturdily constructed and water resistant. Device must be small enough to fit in a large size suitcase type container.

The device will be set up and removed daily at the work sites.

- d. Detection and Warning: The warning device must be capable of detecting a train moving at 60 MPH and sounding an audible alarm at the work site. Advanced warning must be a minimum of 20 seconds before the train enters the work zone.

The device shall be designed for a maximum operating speed of 60MPH.

The device shall be for field use only and not require train mounted equipment.

Device must work in an imbedded street track environment around moving motor vehicles.

- e. Transmitting Device: Transmitting device shall be capable of displaying a continuous flashing white strobe light in the direction of approaching trains to alert train operators of work zone ahead.

Transmitting device can be either free standing or rail mounted. Provisions for pole mounting must be included.

Transmitting devices must not interfere with railroad signal detection or traction power systems.

Transmitting device must be able to transmit to the work site receiver in sufficient time to provide a minimum of 20 seconds of warning for a train moving at 60MPH.

Transmitting device must have a minimum operating range of 1,800 feet.

Transmitting device must be capable of communicating with the receiving device around curves, obstructions and un-even topography. Transmitting device must function in a field environment saturated with Electromagnetic Interference (EMI).

- f. Worksite Receiving Device: Receiving worksite device must be capable of sounding an audible alarm between 100-120 dB@ 3 feet and activate a flashing white warning light when activated by an approaching train or manually through a portable device.

Alarm must be adjustable between 100-120 dB@ 3 feet.

Worksite device must alarm continually until silenced manually or by a hand-held device operated by a worksite employee.

- g. Wearable Portable Device Requirements: Wearable devices shall be provided. The wearables are for the Employees in Charge (EICs) and the watchman lookout.

These should be capable of providing train approach warning and communicate with transmitting and Worksite Receiving Devices. Wearable devices shall be capable of sounding a warning of 90dB@ 1 foot.

3. **Batteries**

Batteries must be included with each device. They must be rechargeable and maintain a charge life of at least 14 hours and 200 alerts.

100% recharge must be achieved within 8 hours.

Charging stations shall be provided as shown on the cost proposal template form.

4. Training for SDTI Staff and Written Program

Upon contract execution, Contractor shall provide the units ordered and provide training to SDTI staff. This training must include a written program to be used as a train the trainer program. The training program shall be submitted in an electronic format.

Contractor has provided a training summary, deliverables, and schedule.

The training and written program costs shall be all-inclusive including but not limited to wages, indirect costs and travel expenses to MTS. MTS will not pay additional costs.

5. Service and Support

Contractor has provided service and support in its proposal, both onsite and off-site support including warranty, repair/replacements, updates, upgrades and maintenance.

6. Warranties-Guarantees

Contractor warrants that the goods shall be new, free from liens and defects in design, materials, workmanship, and title, and shall conform in all material respects to the terms of this Agreement and to the drawings issued for manufacture by Contractor and accepted by Contractor provided, that this warranty is void if the goods are damaged as a result of misuse, abuse, neglect, accident, improper handling, improper electrical voltages or currents, unauthorized repair, alteration or maintenance, or any use in violation of instructions furnished by Contractor. Unless the warranty period is otherwise extended, the warranty shall apply. If, within one year from the date of commercial operation for the purpose for which the goods were purchased, or 18 months from the date of final delivery, whichever comes first, it appears that the goods, or any part thereof, do not conform to these warranties, and MTS so notifies Contractor within a reasonable time after its discovery, Contractor shall thereupon promptly correct such nonconformity to the reasonable satisfaction of MTS, at Contractor's sole expense.

All other express warranties are hereby excluded and disclaimed. All implied warranties regarding the goods, including without limitation, implied warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded and disclaimed. The limited warranty specified above will constitute the exclusive remedy with respect to claims, losses or damages relating to or arising from the purchase, installation and/or use of the goods.

7. Payment Terms

Unless otherwise stated in the specifications or cost proposal forms, one hundred percent (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.***

8. Invoicing

Contractor shall email invoices to AP@sdmts.com. MTS will make payments within thirty (30) days of invoice date. All invoices must have the date, time and units delivered. Contractor shall reference the MTS Purchase Order number on all invoices.

Invoices shall be based on work completed and accepted by the MTS Project Manager and must be accompanied by documented proof of acceptance by MTS.

DRAFT

Attachment C

MILLER INGENUITY					
Part	Item Description	Kits	Qty	Unit Cost	Extended Total
3104-400	Portable Train Detection Module (PTDM)	2 per kit	72	\$ 2,500.00	\$ 180,000.00
3105-400	Portable Train Alert Module (PTAM)	4 per kit	144	\$ 2,000.00	\$ 288,000.00
3107-400	ZoneGuard, RWIC Wearable Unit	1 per kit	36	\$ 1,000.00	\$ 36,000.00
3108-400	ZoneGuard, Lookout Wearable Unit	2 per kit	72	\$ 1,000.00	\$ 72,000.00
3109-400	Custom Carry Case w/ charging	1 per kit	36	\$ 1,200.00	\$ 43,200.00
3110-400	ZoneGuard, Portable Battery Backup		4	\$ 1,200.00	\$ 4,800.00
	ZoneGuard, In-Street PTDM Stand		6	\$ 275.00	\$ 1,650.00
Training & written program (Lump sum)					\$ -
ALL INCLUSIVE TOTAL					\$ 625,650.00
DISCOUNT					\$ (38,065.00)
BAFO					\$ 587,585.00
CA SALES TAX					\$ 45,537.84
TOTAL BOARD APPROVAL					\$ 633,122.84



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

SAN DIEGO STATE UNIVERSITY (SDSU) VARIABLE FREQUENCY DRIVES (VFD)
REPLACEMENT – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL283.0-19 (in substantially the same format as Attachment A) with NEWest Construction for the replacement of four (4) VFDs at the SDSU Trolley Station, in the amount of \$477,350.00.

Budget Impact

The value of this agreement will not exceed \$477,350 and is funded under the fiscal year (FY) 2020 Capital Improvement Program (CIP) funding budget, WBSE # 2006109301.

DISCUSSION:

In 2016, the State Fire Marshal inspected the SDSU station and tunnel fire system. As a result of the inspection, MTS received a Fire Safety correction notice citing two required actions:

- upgrade to the existing VFD (fan control system) and
- upgrade of the preventative maintenance program.

The preventative maintenance upgrades were implemented in 2017 and are being performed by the certified contractor (Simplex /Comfort Air). The purpose of this contract is to comply with the final citation from the 2016 SFM inspection report and install new VFDs.



On July 11, 2019 staff issued an Invitation for Bids (IFB). The following bids were received:

SDSU VFDs Replacement	
COMPANY NAME	BID AMOUNT
NEWest Construction	\$477,350
Baker Electric	\$490,383
Chula Vista Electric	\$551,176
ICE	\$678,554.35

Based on the bids received, and in comparison with the independent cost estimate (ICE), NEWest's price of \$477,350 was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. PWL283.0-19 (in substantially the same format as Attachment A) with NEWest Construction Company for the replacement of four (4) VFDs at the SDSU Trolley Station in the amount of \$477,350.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. PWL283.0-19

PWL283.0-19 CONTRACT NUMBER

**STANDARD CONSTRUCTION AGREEMENT
FOR
SDSU VFD (VARIABLE FREQUENCY DRIVE) REPLACEMENT**

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: <u>NEWest Construction</u>	Address: <u>9235 Trade Place, Suite A</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	<u>San Diego, CA 92126</u>
Telephone: <u>858.537.0774</u>	Email Address: <u>mjennette@newestco.com</u>
Authorized person to sign contracts: <u>Mark Jennette</u>	<u>President</u>
Name	Title

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

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

SCOPE OF WORK.

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

SDSU VFD (VARIABLE FREQUENCY DRIVE) REPLACEMENT

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

CONTRACT TIME.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within ***180 calendar days*** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of four hundred seventy-seven thousand three hundred and fifty dollars (\$_477,350.00). Payment shall be made as set forth in the General Conditions.

LIQUIDATED DAMAGES.

It is agreed that the Contractor will pay MTS the sum of **\$3,610.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees MTS may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents.

COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

Invitation for Bids (IFB)
Information and Instructions for Bidders
Contractor's Bid Forms
Bid Bond
Designation of Subcontractors

Designation of Other Third Party Contractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications prepared by NA, dated _
Standard Specifications (Excluding sections 1-9 in their entirety)
Addenda
Plans prepared by NA, dated _____
Change Orders as executed by MTS

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

This Contract shall supersede any prior agreement of the parties.

PROVISIONS REQUIRED BY LAW.

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

INDEMNIFICATION.

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

PREVAILING WAGES.

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

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

DRAFT



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

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

ENTERPRISE STORAGE REFRESH – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2282.0-19 (in substantially the same format as Attachment A), with Nth Generation Computing, Inc. for the Enterprise Storage Refresh in the amount of \$731,867.40.

Budget Impact

The value of this agreement will not exceed \$731,867.40 including tax. The project will be funded through the Information Technology (MTS IT) operating budget account 661010-571250 for ongoing maintenance support and Capital Improvement Program (CIP) WBSE# 1007108601 for the one-time purchase of hardware and the initial install and support of initial set-up.

Budget	Amount
661010-571250	\$162,792.00
1007108601	\$531,815.00
Total	\$694,607.00

DISCUSSION:

MTS utilizes two HPE 3PAR 7400 enterprise storage arrays (3PARs) as its main production storage platform in each of the Imperial Avenue Division (IAD) and Operations Control Center (OCC) datacenters. The 3PARs provide the underlying storage for the entire virtual environment and multiple database servers and file servers at these locations. The 3PARs are currently at the end of their service life. Yearly support costs are approximately \$70,000 per year, but this service will terminate within



the next couple of years as the equipment is phased out of use by the market. MTS IT staff has found a compatible replacement array -- the HPE Nimble HF40 storage array. A refresh of new Storage Area Network (SAN) fiber switches is also necessary as part of this project.

MTS IT staff will utilize professional IT services to assist in the initial setup and configuration of the replacement SAN switches and Nimble storage arrays, while the main migration of the data will be handled by MTS IT. Ongoing hardware and software support for the switches and Nimble arrays will be funded via the IT operating budget.

On July 22, 2019, MTS issued an Invitation for Bids for Enterprise Storage Refresh. Two bids were received on August 13, 2019 from Nth Generation and Bear Cloud, as follows:

Company Name	Grand Total
Nth Generation	\$731,867.40
Bear Cloud Technologies	\$932,524.97

After conducting price reasonableness analyses and reviewing all bids received for responsiveness and responsibility, staff determined that Nth Generation is the lowest responsive and responsible bid.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. G2282.0-19 with Nth Generation for Enterprise Storage Refresh in the amount of \$731,867.40.

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Services Agreement MTS Doc. No. G2282.0-19

**STANDARD SERVICES AGREEMENT
FOR
ENTERPRISE STORAGE REFRESH**

G2282.0-19 CONTRACT NUMBER

THIS AGREEMENT is entered into this _____ day of _____ 2019, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Nth Generation Computing Inc. Address: 17055 Camino San Bernardo

Form of Business: Corporation San Diego, CA 92127
(Corporation, partnership, sole proprietor, etc.)

Telephone: 858-451-2383 Email Address: bids@nth.com

Authorized person to sign contracts: Joyce Russell EVP/CFO
Name Title

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

Provide equipment, installation, and support services for HPE Nimble HF40 Array and HPE StoreFabric SN6600B switches 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 five (5) years effective October 1, 2019 through September 30, 2024.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$731,867.40 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: _____



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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

IMPERIAL AVENUE DIVISION (IAD) ZERO EMISSION BUS (ZEB) CHARGER
INSTALLATION PHASE I – CHANGE ORDERS 2 - 10

**THIS ITEM WILL BE
PROVIDED WITH BOARD
MATERIALS**





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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

SEPTEMBER 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

TRAPEZE SOFTWARE LICENSE AND MAINTENANCE SUPPORT RENEWAL-
SOLE SOURCE AMENDMENT

RECOMMENDATION

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. G2253.1-19 (in substantially the same format as Attachment A) with Trapeze Software Group, Inc. to purchase three (3) Trapeze modules PASS-Web, PASS IVR, and EZ-Wallet for MTS Access, for a total amount of \$586,783.00.

Budget Impact

Amendment No. 1 total is \$586,783.00. This will increase the total Board approved project from \$2,908,551.00 to \$3,495,334.00. Funding would come from Capital Improvement Program (CIP) Trapeze IVR/Web Module, WBSE#1009110901.

Product	Budget Account	Budget Amount
PASS-Web	1009110901	\$ 117,401.00
PASS-IVR	1009110901	\$ 170,658.00
EZ-Wallet	1009110901	\$ 238,926.00
1 YR Software Maintenance	1009110901	\$ 59,798.00
Total		\$ 586,783.00



DISCUSSION:

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

MTS received federal grant funding to purchase three (3) modules that will enhance the passenger experience and enable online payments for Paratransit rides. These three (3) modules are exclusive products of Trapeze and are only available for purchase and implementation by Trapeze.

In accordance with third party contracting guidelines, FTA Circular 4220.1F, Chapter VI, Section 3i(1)(b)1b, a sole source award may be recommended in cases where the recipient (MTS) requires supplies or services available from only one responsible source and no other supplies or services will satisfy its requirements. Here, Trapeze's patent or data rights restrictions preclude competition and a sole source procurement is authorized.

MTS staff has determined the pricing for ongoing license and maintenance and the addition of Trip Broker module to be consistent with historical pricing and found the prices to be fair and reasonable and of the best value to the Agency.

The three modules are described as follows:

PASS-WEB

The PASS-Web browser based mobile and desktop solution allows riders to monitor the status of their vehicle on a smartphone, tablet or desktop computer. This feature includes the ability to confirm and cancel trips, view past or future trips by week, month or year; view trip details including date, time, provider, origin/destination; the system allows for the editing of personal information. PASS-WEB also allows the rider to include any special instructions regarding pick-ups and the system will confirm the trip booking status. Another feature of the PASS-WEB is the "Where's My Ride" function; which provides real-time information regarding the location of the vehicle, make model and driver information and estimated drop off time.

PASS-IVR

PASS-IVR works in conjunction with PASS-WEB to provide passengers with account information, previous trip information and the ability to view past trip details. Another feature PASS-IVR provides is the "Call Back Module", that provides passengers with advance day or same day automatic reminders for upcoming scheduled trips, keeps passengers informed of updates to estimated pickup time based on trip adjustments, notifies a passenger when their eligibility is about to expire, and calls passengers who have violated the no-show policy (e.g. no more than 3 no-shows in a month) and remind them of the policy.

EZ-WALLET

The EZ-Wallet application is designed to allow passengers to add funds to their existing pre-paid fare account, purchase passes, print transit usage reports (for tax purposes) and review historical transactions. Similar to PASS-Web, the application automatically detects the device and browser (Desktop vs. Mobile) and adjusts the display accordingly using a responsive design.

These new features will provide MTS Access riders with an enhanced customer centric system that gives them the most up-to-date and accurate information regarding their planned trips.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment 1 MTS Doc. No. G2253.1-19 (in substantially the same format as Attachment A) with Trapeze Software Group to purchase three (3) Trapeze modules PASS-Web, PASS IVR, and EZ-Wallet for MTS Access, for a total amount of \$586,783.00.

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Amendment No. 1. MTS Doc. No G2253.1-19
B. Trapeze Contract Amendment

September 12, 2019

MTS Doc. No. G2253.1-19

Trapeze Software Group, Inc.
Mr. Steve Sawyer
5265 Rockwell Drive NE
Cedes Rapids, IA 52402

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G2253.0-19; SOFTWARE LICENSE AND
MAINTENANCE SUPPORT FOR TRAPEZE PRODUCTS

Mr. Steve Sawyer:

This shall serve as Amendment No. 1 to our agreement for Trapeze Software License and Maintenance Support as further described below.

SCOPE

This amendment shall provide the purchase of three (3) software modules for MTS Access PassWeb, Pass IVR, and EZ-Wallet as detailed in Attachment A.

SCHEDULE

There are no changes on the schedule.

PAYMENT

As a result of this Amendment the contract value will increase by \$586,783.00 from \$1,277,766.00 to a grand total of \$1,864,549.00. 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

Steve Sawyer
Chief Operating Officer

Date: _____

CL-G2253.1-19.TRAPEZE.CBROWN

Enclosure: Attachment A- Scope of Work

cc: J. Washburn, S. Bobek, S. Elmer, R. De Gala

CONTRACT AMENDMENT #13
to
STANDARD SERVICES AGREEMENT

THIS AMENDMENT is made effective this ____ day of _____ 2019 between:

1. **TRAPEZE SOFTWARE GROUP, INC.** a Delaware corporation (successor in interest to Trapeze Software Group, Inc. an Arizona corporation) with its place of business at 5265 Rockwell Dr NE, Cedar Rapids, IA 52402, USA, U.S.A. ("Trapeze"); and
2. **SAN DIEGO METROPOLITAN TRANSIT SYSTEM** with its principal place of business at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101-7490, U.S.A. ("Licensee" or "MTS")

WHEREAS Trapeze and Licensee intend to amend the Standard Services Agreement, including Exhibit 1 (Software License and Maintenance Agreement and Exhibit 2 (Standard Conditions Services) made effective July 1, 2011 and as amended ("the Agreement") in order add the Trapeze PASS-Web, PASS-IVR and EZ-Wallet Software products to the scope of the Agreement.

NOW THEREFORE Trapeze and Licensee agree as follows:

Amendment to Agreement

- (a) The parties agree to the addition of the Trapeze PASS-Web, PASS-IVR and EZ-Wallet Software products to the scope of the Agreement. Exhibit 13 (A) is therefore added to and incorporated within the terms of the original Exhibit 1 of the Agreement.
- (b) The parties agree that Trapeze PASS-Web, PASS-IVR and EZ-Wallet Software products' implementation services shall be provided by Trapeze in accordance with the Statement of Work, attached hereto as Exhibit 13(C), and therefore added to and incorporated within the terms of the original Exhibit 1 of the Agreement.
- (c) As a result of the addition of the Trapeze PASS-Web, PASS-IVR and EZ-Wallet Software product to the scope of the Agreement, Licensee shall pay license fees, implementation service fees, expenses, and annual maintenance fees in accordance with Exhibit 13 (B), attached hereto, and therefore added to and incorporated within the terms of the original Exhibit 1 of the Agreement.
- (d) The parties agree that the total amount of \$526,985 shall be included under Exhibit 2, Section 8 of the Agreement ("Consideration Paid") for the Trapeze PASS-Web, PASS-IVR and EZ-Wallet Software license, implementation service fees, and expenses
- (e) The parties agree to the addition of the following Software acceptance provision to Exhibit 1 of the Agreement ("Software Acceptance") for the Trapeze PASS-Web, PASS-IVR and EZ-Wallet Software products:

Upon completing the delivery, installation, and testing of the individual Software product, Trapeze will notify Licensee in writing. Licensee will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual Software product operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the individual Software product unless Trapeze receives prior written notice outlining the nature of the perceived defects in the Software product. Notwithstanding the above, Licensee will be deemed to accept the individual Software product when the Licensee puts the individual Software product into operational and functional use. The individual Software product will be deemed to be in operational and functional use when the Licensee first uses the individual Software product to support its then current operations in any capacity. Upon the deemed acceptance of the individual Software product in accordance with

this paragraph, Licensee will provide Trapeze with a written acknowledgement to confirm such acceptance.

- (f) The parties agree that the following provision shall be added to Section 4 of the Agreement (“Software Warranty”) for the Trapeze PASS-Web, PASS-IVR and EZ-Wallet Software products:

Trapeze warrants the individual Software product to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the individual Software product is installed into MTS’s test environment. For any breach of this warranty, Licensee’s sole and exclusive remedy and Trapeze’s entire obligation hereunder shall be to either repair or replace the defective Software product. This warranty does not apply to any Software product damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

- (g) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

1. All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment #7 to Standard Services Agreement to be signed by their duly authorized representatives as of the date above.

TRAPEZE:

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit 13 (A)

- PASS-Web
 - Trip Booking
 - Trip Confirmations
 - Trip Cancellations
 - Where's My Ride
- PASS-IVR
 - Trip Confirmations
 - Trip Cancellations
 - Callback Notifications
- EZ-Wallet
 - Web
 - Back Office (PASS)

Exhibit 13 (B)

PROJECT BUDGET

The project budget presented below includes all licenses, implementation services and expenses for the Software implementation outlined in this document.

Item	Description	PASS-Web	PASS-IVR	EZ-Wallet	Total
1	Software Licenses	\$68,434	\$68,049	\$125,698	\$262,181
2	Third Party Licenses	-	\$36,804	-	\$36,804
3	Implementation Services	\$48,417	\$65,255	\$105,403	\$219,075
4	Expenses	\$550	\$550	\$7,825	\$8,925
	Total Cost	\$117,401	\$170,658	\$238,926	\$526,985

Pricing Notes:

- The Software will be implemented as a fixed-fee project

LONG TERM SUPPORT

Item	Description	PASS-Web	PASS-IVR	EZ-Wallet
1	90 Day Warranty	<i>Included</i>	<i>Included</i>	<i>Included</i>
2	Year 1 Maintenance	\$13,687	\$20,971	\$25,140

Long Term Support Notes:

- For all subsequent annual renewals, the annual maintenance fee will be based on the operational characteristics of licensed use by MTS at that time and subject to Trapeze's then current pricing.

PAYMENT MILESTONES

Below are the payment milestones to be followed throughout the implementation. Milestones will be invoiced on a per Software module basis.

Payment Milestones	Payment Percentage
Milestone 1: Contract Signing	100% of Software Licenses
Acceptance Criteria: Execution of Contractual Agreement	
Milestone 2: Project Design Review	25% of Services and Expenses
Acceptance Criteria: Delivery of draft Project Design Document	
Milestone 3: Software Installation	25% of Services and Expenses
Acceptance Criteria: Installation of the Software in MTS's test environment	
Milestone 4: Training	25% of Services and Expenses
Acceptance Criteria: Completion of System Administrator Training	
Milestone 5: Acceptance Testing	25% of Services and Expenses
Acceptance Criteria: Resolution of Critical and Major defects	

MTS Contract Amendment #13- PASS-Web, PASS-IVR and EZ-Wallet

PROJECT ASSUMPTIONS

General

1. MTS is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze's specifications).
2. The Software will be implemented "off the shelf" and will provide functionality as described in the most current Software literature.
3. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order.
4. Any integration with third party Software or systems will be the responsibility of MTS.
5. Expenses are fixed and will be paid in accordance with the payment schedule.
6. Expenses assume a minimum of two weeks' notice is provided by MTS to Trapeze in advance of any on-site trip being scheduled.
 - Expenses are subject to additional charges if sufficient notice is not provided.
7. The Software license fees are based on a transit operation with the following operational characteristics:
 - Up to 1,500 paratransit trips per day
8. Product warranty and Software Acceptance will be triggered on an individual module basis.
9. All documentation and execution of test cases will be the responsibility of MTS.
10. It is expected that a system administrator will be available for all configuration, installation, testing and deployment activities.
11. PASS is required to be on version 17 (or higher).
12. Once in warranty, MTS will have unlimited access to recorded training videos and online sessions provided through Trapeze Collaborate, as described in Trapeze's maintenance program documentation.
13. Pricing assumes that all Software applications will be purchased and will be implemented in parallel.
14. English and Spanish have been included for PASS-Web, EZ-Wallet-Web and PASS-IVR.
 - MTS will be responsible for providing the appropriate Spanish translations.
15. Pricing is valid until August 30th, 2019.

PASS-Web and EZ-Wallet-Web

16. Markup development assumes up to two (2) revisions to branding / theming from the generic web pages.
 - "Branding" includes theme (primary and secondary) colors, headers and logos only.
 - i. The standard, out of the box icons will be included as part of this implementation. No changes (moving / adding) of the icons will be permitted.
 - Only minimal text changes will be permitted – phone numbers, help text, font sizes, map center position, links in the left side menu removed/added.

- The following are examples of markup updates that will not be permitted:
 - ii. Moving or adding buttons outside of what is included in the out of the box Software.
 - iii. Adjustments to the positioning of all input / output elements
 - iv. Changes to the display of PASS-Web or EZ-Wallet-Web on Apple iOS or Android devices (tablets or mobile phones).
 - v. Usability deviations from the base Software functionality
- 17. There will be no data development support as part of this engagement.
- 18. Trapeze will install IIS and the Rewrite module which will be used to secure the PASS-Web and EZ-Wallet-Web pages.
- MTS is responsible for obtaining a signed certificate and installing it on the Web server.
- 19. MTS is responsible for procuring and maintaining a Google Maps API key to enable the mapping and address matching functionality.
- The Trapeze address matching functionality can still be used for street addresses, intersections and Trapeze locations/landmarks.

PASS-IVR

- 20. The following modules have been included for this implementation
 - a. Trip Confirmations
 - b. Trip Cancellations
 - c. Callback Notifications
- 21. PASS-IVR markup development assumes up to two (2) revisions from the generic call flows.
- 22. This implementation includes twelve (12) IVR licenses (lines).
- 23. No custom reports will be provided as part of this implementation.
- 24. Trapeze will provide the standard PASS-IVR and GVP8 reports.
- 25. Only Java (JRE) version 8 and below can be installed on the Genesys server. Java can also not be patched to the latest version and must remain on JRE 8 or below as GVP8 does not currently support JRE 9.

EZ-Wallet

- 26. MTS will be using an approved 3rd party payment services provider (PSP) from the Trapeze list of approved vendors; other PSPs outside of the approved list will require additional services to implement.
 - Currently, Payments and Chase Paymentech are approved vendors.
- 27. MTS has already completed a review and implementation of the Prepaid Faring component of PASS.
 - All of the necessary fare codes have been set in PASS.
 - All fare amount calculations have been completed and implemented in PASS prior to installation.
- 28. All transaction fees associated with the processing of credit cards is the responsibility of MTS.

MTS Contract Amendment #13- PASS-Web, PASS-IVR and EZ-Wallet

29. MTS's existing credit card processing infrastructure has been deemed PCI compliant.
30. The configuration of schedule status rules (no show penalties, cancellation penalties, cancel at the door penalties, etc.) will not be configured as part of the project.
31. Assumes no custom reports or development. The scope and cost of any custom reports will be determined during the design review.
 - The standard EZ-Wallet Web reports will be provided
 - Transaction Report
 - Tax History Report
 - The standard EZ-Wallet back office reports will be provided

Exhibit 13 (C)

STATEMENT OF WORK

1 INTRODUCTION

San Diego Metropolitan Transit System (MTS) recently received funding to support the implementation of additional paratransit Software. MTS aims to enhance the capability of their paratransit Software suite by providing additional solutions to their paratransit riders. These solutions will grant riders instant and direct access to multiple self-serve applications, thus reducing the stress on the MTS call centre and potentially reducing operating costs.

The purpose of this document is to provide MTS with a quote and scope of work for the following Trapeze Software products:

- PASS-Web
 - Trip Booking
 - Trip Confirmations
 - Trip Cancellations
 - Where's My Ride
- PASS-IVR
 - Trip Confirmations
 - Trip Cancellations
 - Callback Notifications
- EZ-Wallet
 - Web
 - Back Office (PASS)

This document will outline the services required to implement the Software and the efforts required from both Trapeze and MTS.

2 TRAPEZE SERVICES

2.1 IMPLEMENTATION METHODOLOGY OVERVIEW

The following defines the project activities that will be completed during this implementation:

1. Project Kick-Off
2. Project Design
3. Development
4. Internal Acceptance Testing

5. Software Installation and Configuration
6. Installation Testing
7. Training
8. Acceptance Testing
9. Deployment

3 PROJECT SCOPE ACTIVITIES

3.1 PROJECT KICK-OFF

Trapeze will conduct a remote project kick-off meeting with the MTS project team. The objective of the project kick-off meeting will be to introduce project stakeholders, review project scope, roles and responsibilities, key risks, and the preliminary project schedule.

Trapeze will provide the following documents during this stage of the project:

1. **Draft Project Plan:** Project schedule for the Trapeze solution implementation. MTS will provide inputs for MTS-lead activities.
2. **Project Kick-Off Presentation (MS PowerPoint):** Kick-off presentation will be collaboratively produced.

3.2 PROJECT DESIGN

The Project Design meetings for EZ-Wallet and EZ-Wallet-Web will be held on-site at MTS offices over the course of up to two (2) days and will include two (2) Trapeze resources. Following the EZ-Wallet meetings, PASS-Web and PASS-IVR Project Design meetings will also be held during the same week at the MTS offices. A single Trapeze resource will be present for up to two (2) days for these meetings.

In preparation for these discussions, MTS will be expected to provide Trapeze with any relevant operational materials and/or documentation requested. The following topics will be covered during these meetings and calls:

- Current operational policies and procedures as they relate to the paratransit booking, faring, notification, and trip cancellation and confirmation processes
- Software configuration
- Hardware recommendations
- Web page design, call flow design and static text changes
- Notification message content and delivery requirements
- Project timelines
- Testing, training, and transition strategies

A Project Design Document (PDD) outlining deliverables, goals and objectives, configurations, and expected project timelines for the implementation will be prepared by Trapeze and shared with MTS after the initial Project Design meetings. During the

MTS Contract Amendment #13- PASS-Web, PASS-IVR and EZ-Wallet

review process, non-standard Software functionality may be identified. If desired, Trapeze will provide estimates to address these gap items, however addressing any gaps documented in the PDD will be considered out-of-scope.

Following completion of the draft PDD, Trapeze will provide MTS with the draft document to review and provide comments. MTS will have five (5) business days to complete this review, after which the Trapeze Project Manager will coordinate a meeting with MTS's project team to review the comments. Following this meeting, Trapeze will revise the PDD to address MTS's comments and feedback and will provide the finalized PDD.

3.2.1.1 Roles and Responsibilities

Trapeze

- Conduct Design Review meetings

MTS

- Participate in Project Design meetings
- Provide documentation as requested
- Participate in the review of the Project Design Document and provide comments and feedback
- Sign off on finalized Project Design Document

3.2.1.2 Deliverables

- Project Design Document
- Finalized Project Schedule

3.3 DEVELOPMENT

Trapeze will adapt the generic PASS-Web and EZ-Wallet-Web pages to MTS's corporate design to ensure a consistent user experience. In addition, the generic PASS-IVR call flows will be used as the basis for this implementation.

Our budget includes up to two (2) revisions to the generic web pages and IVR call flow. The first revision will be based on the approved changes as documented in the PDD. The second revision will be completed following Acceptance Testing by MTS if necessary.

The following changes will be permitted as part of the web page and call flow design process:

- Verbiage changes and static text for all Software applications
- Logos
- Verbiage changes for each callout notification
- General IVR menu changes including removing standard options, renaming options, adding static text menus, etc.

3.3.1.1 Roles and Responsibilities**Trapeze**

- Complete PASS-Web, PASS-IVR and EZ-Wallet-Web development

MTS

- Consult as required

3.3.1.2 Deliverables:

- Completed development based on the changes approved in the PDD

3.4 INTERNAL ACCEPTANCE TESTING

Internal Acceptance Testing (IAT) will be completed by Trapeze before any Software will be installed in MTS's test environment. During IAT, Trapeze Testing Specialists will perform unit and regression testing to ensure completeness and accuracy of all standard features. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing will be completed, the Trapeze Technical Product Specialists will run a series of tests in a local testing environment to ensure that all Software is functioning properly against MTS's specific data and configuration. This will allow Trapeze to proactively determine any potential data-related issues and ensure that all standard setup and configuration tasks can be performed for MTS.

3.4.1.1 Roles and Responsibilities**Trapeze**

- Perform Internal Acceptance Testing

MTS

- Provide data as necessary

3.5 SOFTWARE INSTALLATION AND CONFIGURATION

Following the completion of Internal Acceptance Testing, Trapeze will work with MTS to remotely install and configure the Software in MTS's test environment. MTS will be required to complete the hardware installations (including all server configurations) in time for the test environment installation. After all training and testing will be completed, Trapeze will assist with installing the configured Software in MTS's production environment.

To assist Trapeze with the installation, MTS will provide remote access (VPN, etc.) to the necessary servers. If remote access will be unavailable, Zoom will be used as an alternate method for connecting to the servers.

Trapeze will also require the Google Maps API key to be provisioned and the Payment Service Provider (PSP) contract to be completed prior to the test environment installation.

Note: The 90-day Software warranty begins upon Software installation into MTS's test environment.

3.5.1.1 Roles and Responsibilities

Trapeze

- Installation of the Software in MTS's test and production environments

MTS

- Complete all Hardware installation(s)
- Procure Google Maps API Key
- Finalize contract with the designated PSP
- Provide access to test and production environments
- Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security
- Install Trapeze pre-requisite software (e.g. ODBC connections, database servers, etc.)

3.5.1.2 Deliverables

- Installed Software in MTS's test environment

3.6 INSTALLATION TESTING

Installation Testing will occur after the Software has been installed in MTS's test environment. This testing is designed to ensure that the Software is functioning properly within MTS's test environment, as well as with third party software as necessary.

During Installation Testing, MTS will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate that the Software functions properly in MTS's test environment. Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
 - General Software functionality is working as designed
 - All configurations and settings, as agreed to in the PDD, are functioning as expected
- Upon completion of Installation Testing, Trapeze will work with MTS to schedule training.

3.6.1.1 Roles and Responsibilities

Trapeze

- Perform Installation Testing

MTS

- Provide technical consulting as required
- Provide access to MTS's test environment

3.7 TRAINING

Trapeze Training will be based on standard training agendas, and sessions will vary in length dependent on topic. MTS resources are encouraged to participate in all training sessions related to their field, as discussed during the Project Design phase. Training sessions cannot exceed six (6) employees per session.

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics on troubleshooting and managing the Trapeze application(s).

The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
PASS-Web	System Administrator Training	0.5	Remote
PASS-IVR	System Administrator Training	0.5	Remote
EZ-Wallet	System Administrator Training - Web	0.5	Remote
	Cash Account System Administration Training	0.5	On-site
	Customer Service Account Training	0.5	On-site
	Trip Booking Administration Training	0.5	On-site
	Driver and Dispatch Training	0.5	On-site
	Transaction Reconciliation Training	0.5	On-site

3.7.1.1 Roles and Responsibilities

Trapeze

- Review training topics with MTS
- Delivery of training sessions

MTS

- Ensure trainees are prepared and engaged in the training activities

3.7.1.2 Deliverables

- Training agenda
- Completed training sessions
- Available User Manuals

3.8 ACCEPTANCE TESTING

Acceptance Testing will commence after the completion of all training sessions. This will involve MTS utilizing the Software in the test environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

Trapeze will provide up to three (3) days of on-site services to begin Acceptance Testing. Following the on-site support, MTS will have ten (10) business days in which to perform a comprehensive end-to-end round of Acceptance Testing.

3.8.1 Testing Defect Review and Resolution

During Acceptance Testing, MTS will document and prioritize any defects encountered during the testing period (if any). Following the completion of a round of testing, MTS will provide Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and there is no workaround available.
 - a. These can include but are not limited to:
 - i. System crashing
 - ii. Non-recoverable conditions
 - iii. Data loss or corruption
 - iv. Security concerns which may lead to breach of information and misuse or severely affect the system performance and functionality
 - v. Performance defects that lead to unavailability or loss of functionality
2. **Major** – Defect partially impairs critical functionality. The workaround is available but difficult to execute.
 - b. These can include but are not limited to:
 - i. System crashing or aborting during normal operation of a non-critical flow
 - ii. Missing functionality
 - iii. Inconsistent logic or display of data
 - iv. Slow responsiveness and underperformance of the system
 - v. Missing security or system patches, minor breach of information
3. **Minor** – Defects which impairs non-critical functionality with a satisfactory workaround available.
 - c. These can include but are not limited to:
 - i. Minor usability issues such as inconsistent display
 - ii. Tab/shortcut keys not working
 - iii. Missing input validation
 - iv. System recoverable errors

MTS will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make best reasonable effort to resolve issues based on sequential order.

At the completion of each round of testing, Trapeze will work remotely to resolve all Critical and Major defects (if any). If an updated Software solution will be required to resolve the defect, Trapeze will provide updated Software encompassing all defect fixes. MTS will be asked to test and validate the Software to ensure all defects have been rectified. If further defects will be identified, Trapeze will evaluate and work to resolve them. MTS will then be asked to execute another round of Acceptance Testing.

Once MTS will confirm that all Critical and Major defects have been resolved, Acceptance Testing will be considered complete and the Software will be deemed ready to deploy in MTS's production environment. All remaining Minor defects will be transitioned to the

Trapeze maintenance and support program, who will provide new Software builds to address these defects after deployment as necessary.

3.8.1.1 Roles and Responsibilities

Trapeze

- Support MTS during Acceptance Testing

MTS

- Perform Acceptance Testing
- Complete prioritization of defect(s)
- Re-test any defect resolutions

3.8.1.2 Deliverables

- Prioritized defects log
- Software releases, as necessary

3.9 DEPLOYMENT

During the deployment phase, Trapeze will migrate the Software from MTS's test environment to MTS's production environment so that it can be used to support production operations.

3.9.1 Pilot

MTS will initially identify up to twenty-five (25) clients to support a pilot rollout of the Software over the course of one (1) week from the deployment of the Software into MTS's production environment. These clients will be responsible for utilizing the Software in the production environment for their daily paratransit trip bookings, cancellations and confirmations. To assist with the rollout of the pilot, Trapeze will provide up to three (3) days of remote Software support for the pilot period.

3.9.2 Deployment Support

Following the completion of the pilot, Trapeze will provide up to three (3) days of remote go-live support for the launch of the Software to MTS's remaining clients over the course of one (1) additional week. MTS can leverage these services during standard business hours to address any questions or support needs that may arise from using the Software to support live operations for all customers.

At the completion of the additional one (1) week full deployment support period, all ongoing support will be transitioned to and provided by Trapeze's long-term maintenance program.

3.9.2.1 Roles and Responsibilities

Trapeze

- Migrating the Software into MTS's production environment

MTS Contract Amendment #13- PASS-Web, PASS-IVR and EZ-Wallet

- Supporting a one (1) week pilot rollout of the Software
- Supporting the full rollout of the Software for one (1) additional week

MTS

- Identify pilot clients
- Escalate defects to appropriate Trapeze Technical Product Specialists
- Update the production system to ensure all records are up to date
- Ensure data correctness
- Confirm connectivity, logins, etc.
- Rollout Software to remaining clients

3.9.2.2 Deliverables

- Trapeze Software will be operational and functional in MTS's production environment

4 PROJECT DURATION

This implementation is expected to be completed within six (6) to seven (7) months from the project kick-off meeting. Following contract execution, a mobilization period of up to forty-five (45) days may be required to kick off the project and align project resources. Trapeze will work to minimize this mobilization period through proactive planning with MTS.

5 PROJECT MANAGEMENT

Trapeze will provide off-site project management support for the duration of the project. The Trapeze project manager will be responsible for ensuring that project requirements are communicated and understood and milestones are met. The Project Manager will be the key point of contact for MTS during the project. Trapeze will also require that MTS assign a Project Manager. The two project managers will work together to ensure consistent dialogue is maintained through an established channel.

Trapeze Project Managers provide the following key services:

- **Scope Management:** The project manager is the link between MTS's requirements, the contract, the product specifications, and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Schedule Management:** The project manager is responsible for managing the master project schedule. This detailed work plan outlines all of the activities that are required in order to deliver the project scope within time constraints. The project management team will provide regular updates to the work plan and escalate major issues and risks that will impact the project schedule for mitigation planning.

- **Risk Management:** The project manager understands the risks involved with Trapeze's deliverables that are included in the scope of this project. The project manager ensures that tight controls are implemented to minimize these risks, and that these risks are tracked and raised to MTS leadership when appropriate.
- **Change Management:** If a deliverable will need to be changed mid-project, the project manager will identify the impact of the change and initiate necessary actions to ensure timelines and project costs will be adjusted.
- **Milestone Sign-Offs:** With each completed milestone, MTS will be asked to sign-off on the milestone, and confirm agreement with project moving forward.

5.1 COMMUNICATION STRATEGY

Effective and timely communications with all project stakeholders is critical. A successful implementation requires consistent messaging to keep all stakeholders informed with relevant and up-to-date information. In order to ensure effective communication practices are followed, Trapeze will adhere to a similar communication plan as outlined below (which will be finalized during the Project Design activities):

Format	Participants/ Facilitators	Frequency	Individual(s) Responsible	Recipients
Status Report	Project Team	Bi-Weekly	Trapeze Project Manager	Trapeze and MTS Project Team
Project Plan	Project Team	Bi-Weekly	Trapeze and MTS Project Team	Trapeze and MTS Project Team
Risk/Defects Log	Project Team	Bi-Weekly	Trapeze and MTS Project Team	Trapeze and MTS Project Team

6 MTS'S RESOURCE REQUIREMENTS

The table below identifies the resource requirements for MTS.

Resource	Resource Allocation	Responsibilities
Project Manager	30% of their time during the full duration of the project	Coordinate all resources from MTS Coordinate conference calls and meetings, as required Coordinate training preparation Coordinate training sessions Coordinate completion of Acceptance Testing Work with the Trapeze Project Manager to identify risks, issues, and mitigations throughout the project Coordinate Software deployment activities
Subject Matter Experts	20% of their time for the duration of the project	Participate in the Project Design meetings Participate in the review of all documentation Participate in all training sessions Assist PM with completion of Acceptance Testing Assist with Software deployment activities
System Administrators / IT	25% during Software Installation, Testing, and Deployment 100% during System Administrator Training	Configure and maintain environments Assist with troubleshooting any network or technical issues Provide access to servers as necessary throughout the project Participate in System Administrator training

Resource	Resource Allocation	Responsibilities
		Maintain system security controls & permissions, user accounts, etc. Assist with Software deployment activities
End Users/ Testers	50% of time during the testing phase of the project	Execute Acceptance Testing Record and Report any defects for the Software

7 APPENDIX A – PRODUCT FUNCTIONALITY

7.1 PASS-WEB

7.1.1 Desktop & Mobile Version

The PASS-Web desktop applications are designed for desktop or laptop use, and it allows passengers to monitor the location of their vehicle and receive estimated times of arrival. Also, the same application is built with a mobile first approach for smartphones or tablets. The application automatically detects the device and browser (Desktop vs. Mobile) and adjusts the display accordingly using a responsive design.

The application is fully accessible and focuses on usability; it is WCAG 2.0 AA (ADA) compliant and screen reader friendly. The application is agency branded and secure.

With PASS-Web, passengers, mobility managers, service providers, coordinators and others can use their desktop browser, tablet or mobile phone to access “Where’s My Ride” functionality as well as confirm, cancel and book trips online without the need to speak with a reservationist. In addition, passengers have the ability to review or edit personal profile information.

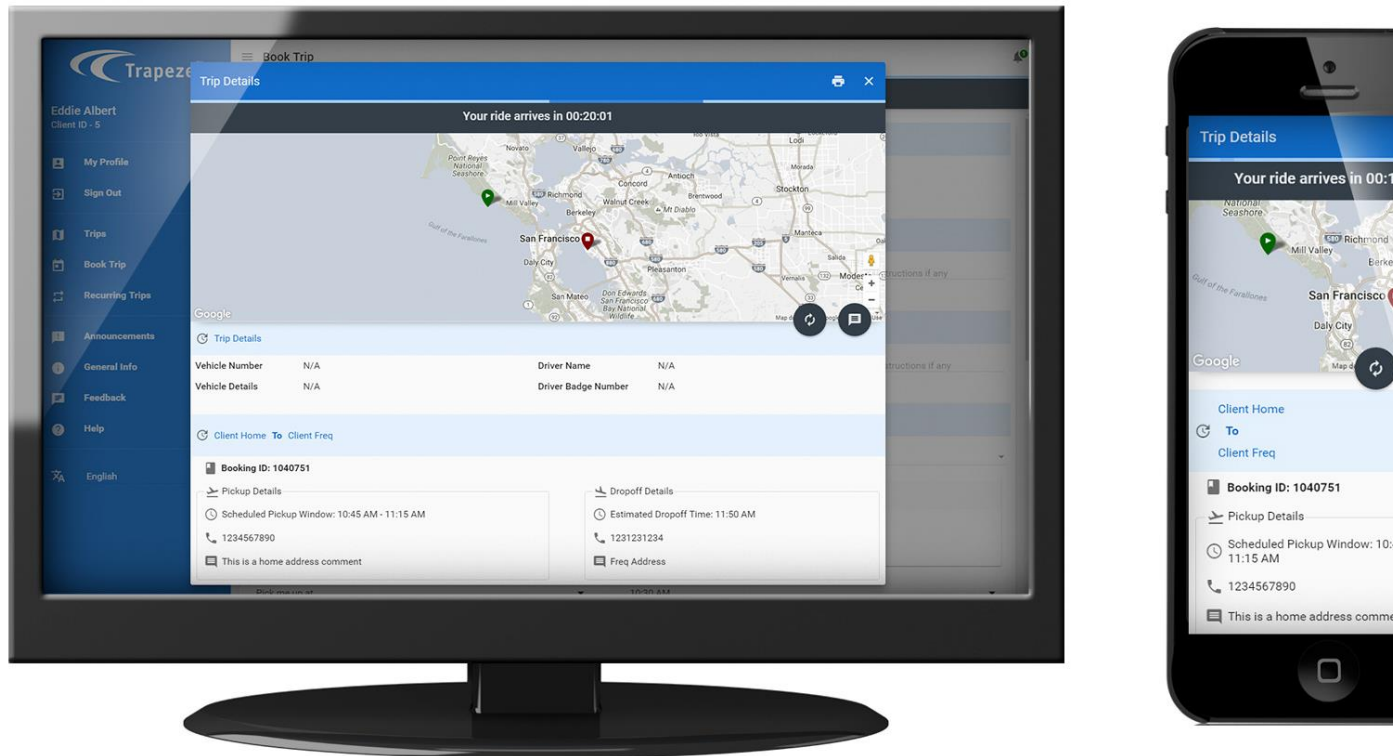


Fig 1: Desktop and Mobile View

7.1.2 Features

The PASS-Web browser based mobile and desktop solution allows riders to monitor the status of their vehicle on a smartphone, tablet or desktop computer. Specific features include:

Trip Confirmation and Cancellation

- Display all subscription, casual or "on demand" trips.
- Confirm and cancel bookings.
- View trips by week, month, past or future.
- View trip details, including date, time, purpose, provider, origin/destination addresses, and status of trip (scheduled, unscheduled, no-show, and cancelled).
- Update travel plans, editing subscriptions and cancelling trips.
- View and edit personal profile information including client addresses, contact information, service providers, funding sources, payment histories.

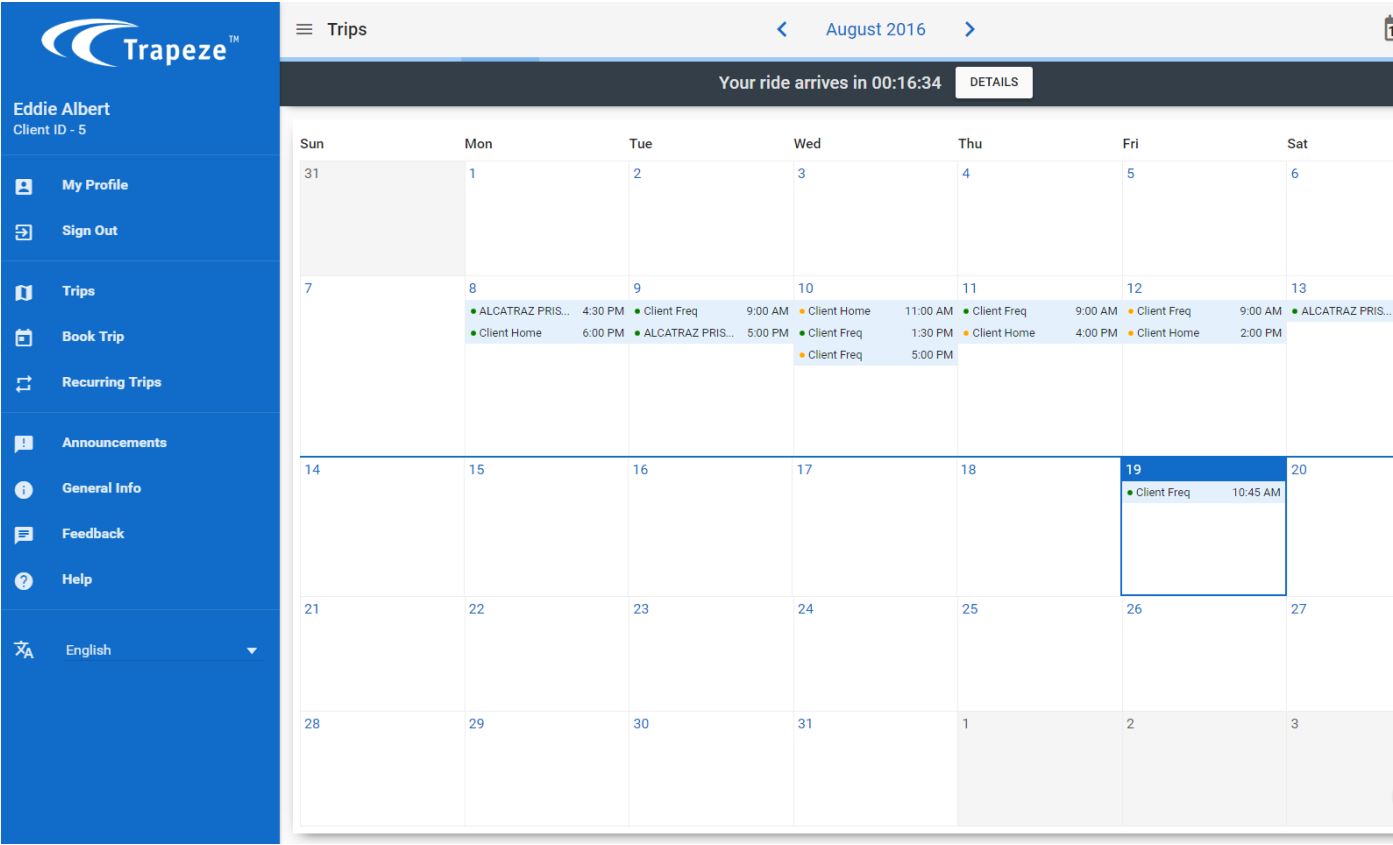


Fig 2: Trips Calendar View

Trip Booking

- Request casual or subscription trips, specifying dates, times, pick-up and drop-off locations, reasons for travel, additional passengers.
- Book or schedule trips using the PASS algorithms.
- Quickly generate new requests based on previous bookings.
- Include special comments or instructions regarding pick-ups.
- System notifies user whether request has been booked, scheduled, refused or has failed.

The screenshot displays the 'Book Trip' interface for a user named Eddie Albert (Client ID - 5). The sidebar on the left contains navigation links: My Profile, Sign Out, Trips, Book Trip, Recurring Trips, Announcements, General Info, Feedback, Help, and a language dropdown set to English. The main content area is titled 'Book Trip' and includes a status bar at the top indicating 'Your ride arrives in 00:23:29' with a 'DETAILS' button. Below this, there is a 'Book Again (Optional)' section with a dropdown for 'Select a Recent Booking'. The 'Pickup Details' section contains fields for 'Pickup Address *', 'Unit', 'Pickup Callback Number', and 'Enter pickup instructions if any'. The 'Dropoff Details' section contains fields for 'Dropoff Address *', 'Unit', 'Dropoff Callback Number', and 'Enter dropoff instructions if any'. A 'Date and Time' section includes a calendar icon, a date dropdown set to 8/19/2016, and a checkbox for 'Recurring Booking'. Below this, a box lists existing trips for the selected date: 'Client Home To Client Freq' with a 'Scheduled Pickup Window: 10:45 AM - 11:15 AM' and an 'Estimated Dropoff Time: 11:50 AM'. At the bottom, there are dropdowns for 'Pick me up at' and 'Pick a time *' set to 10:30 AM.

Fig 3: Trip Booking View

Where's My Ride

- Pick-up and drop-off location viewed on a Google map
- Includes a display of the vehicle details (vehicle number, vehicle type) and location
- Includes driver information (name, badge, number) of the approaching pick-up vehicle
- Passengers will have the ability to view the vehicle on a Google map from the start of their performed trip to the drop-off location of their trip.
- Passengers can view the estimated drop-off time for their current trip up to the completed drop-off location.

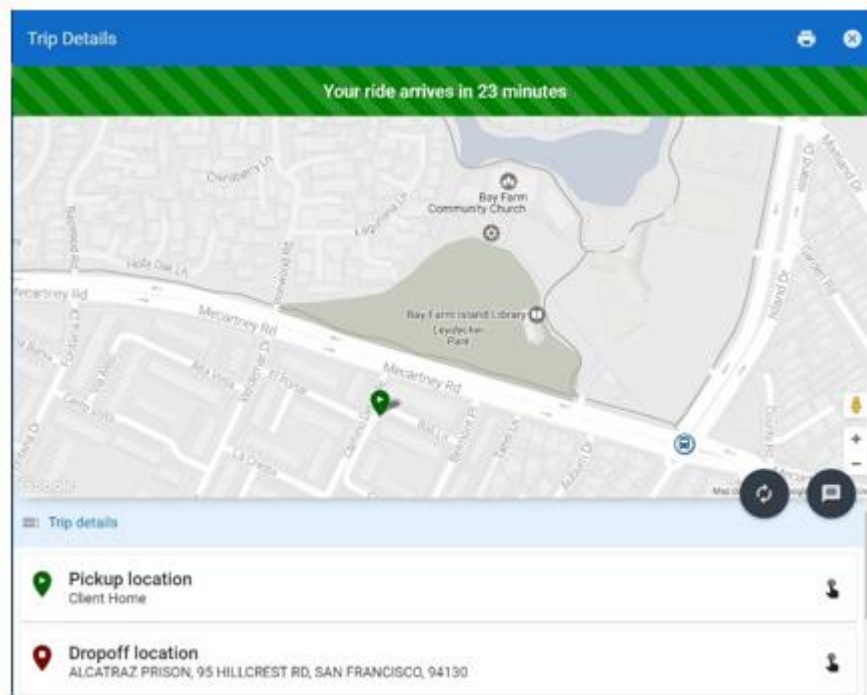


Fig 4: Where's My Ride View

7.2 PASS-IVR

7.2.1 Trip Confirmation/Cancellation

With the Trip Confirmation module, clients will be able to review previously booking trips for accuracy or simply as a reminder of trip details (i.e. pickup time, drop-off time, etc.).

Features

- Access summary or detailed information for any booking (i.e. casual/demand, activated subscriptions, scheduled, unscheduled, standby, etc.).
- Lookup trips by date or booking id or select your trip from a list.
- Cancel previously booked trip(s) without having to speak with a call taker.

- Cancel a single trip, all trips on a specific day (i.e. passenger is sick that day) or all trips within a date range (i.e. passenger is going on vacation).
- Administrators can define the rules pertaining to trip cancellations through the automated system (i.e. too late to cancel, mark as cancel late, cancel in advance, etc.).

7.2.2 Call Back Module

Use the automated system to keep clients informed with real time updates regarding their trip status or to provide them with previous day advance reminders of the next days scheduled trips.

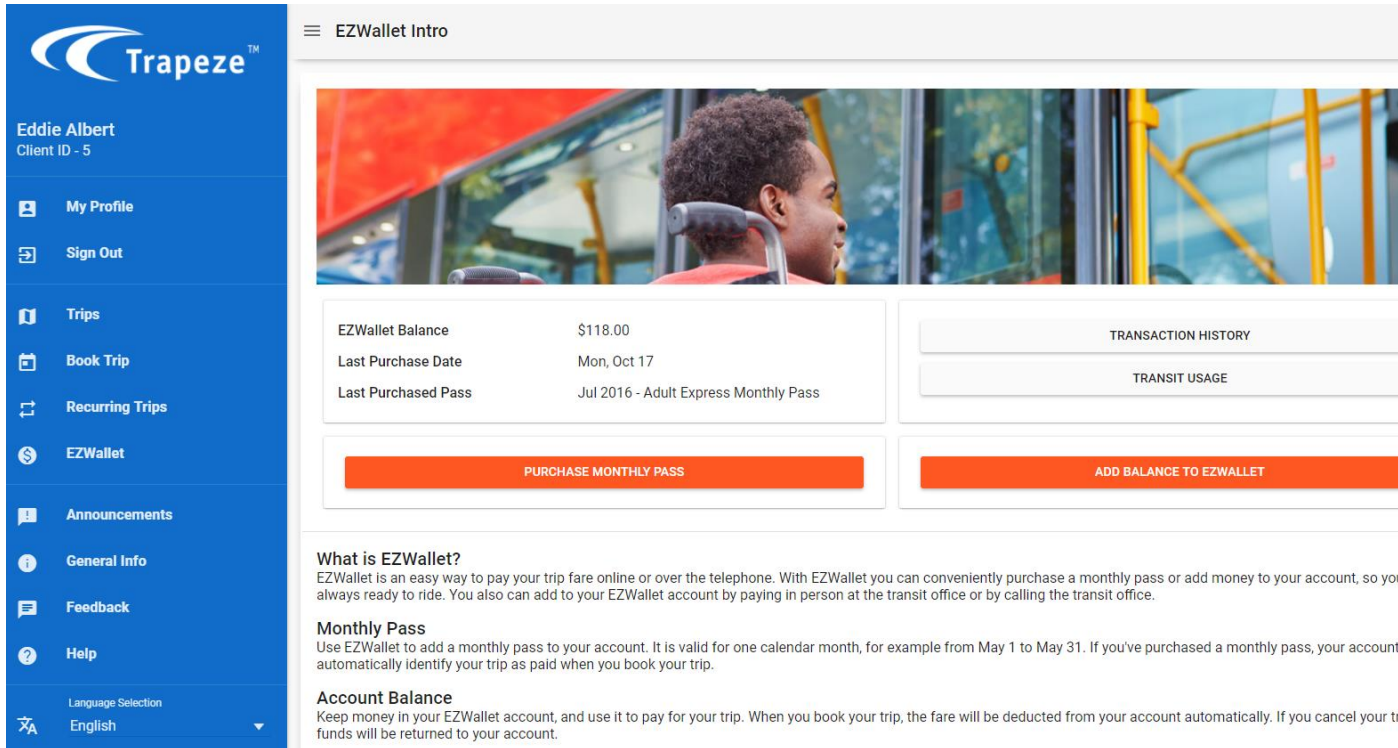
Features

- Provide passengers with advance day or same day automatic reminders for upcoming scheduled trips.
- Keep passengers informed of updates to estimated pickup time based on trip adjustments.
- As part of the reminder, provide passenger with other trip options (i.e. review full trip details, speak to reservationist or dispatcher, etc.).
- Let passenger know when their standby trips have been fulfilled or that fulfilling the trip was not possible.
- Notify a passenger when their eligibility is about to expire.
- Call passengers who have violated the no-show policy (e.g. no more than 3 no-shows in a month) and remind them of the policy.

7.3 EZ-WALLET

The EZ-Wallet application is designed to allow passengers to add funds to their existing pre-paid faring account, purchase passes, print transit usage reports (for tax purposes) and review historical transactions. Similar to PASS-Web, the application automatically detects the device and browser (Desktop vs. Mobile) and adjusts the display accordingly using a responsive design.

The application is screen reader friendly for visually impaired clients designed explicitly for popular Screen Reader software such as JAWS.



The EZWallet Home Screen features a blue sidebar on the left with the Trapeze logo and user information for Eddie Albert (Client ID - 5). The sidebar includes links for My Profile, Sign Out, Trips, Book Trip, Recurring Trips, EZWallet, Announcements, General Info, Feedback, and Help. The main content area has a header 'EZWallet Intro' and a large image of a person on a train. Below the image, there are two columns of information. The left column displays the EZWallet Balance (\$118.00), Last Purchase Date (Mon, Oct 17), and Last Purchased Pass (Jul 2016 - Adult Express Monthly Pass). The right column has buttons for TRANSACTION HISTORY and TRANSIT USAGE. At the bottom, there are two orange buttons: PURCHASE MONTHLY PASS and ADD BALANCE TO EZWALLET. Below these buttons, there is a section titled 'What is EZWallet?' explaining the service, followed by 'Monthly Pass' and 'Account Balance' sections.

EZWallet Balance \$118.00
Last Purchase Date Mon, Oct 17
Last Purchased Pass Jul 2016 - Adult Express Monthly Pass

TRANSACTION HISTORY
TRANSIT USAGE

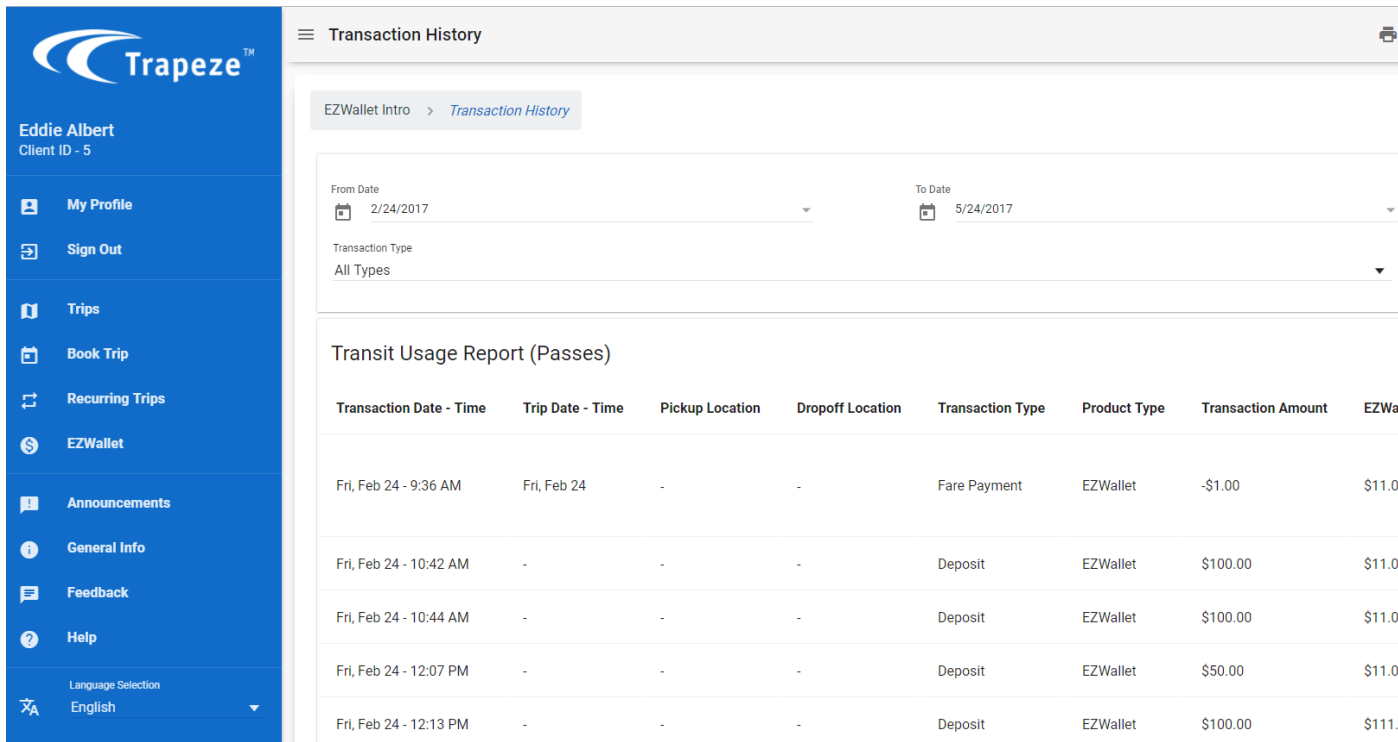
PURCHASE MONTHLY PASS **ADD BALANCE TO EZWALLET**

What is EZWallet?
EZWallet is an easy way to pay your trip fare online or over the telephone. With EZWallet you can conveniently purchase a monthly pass or add money to your account, so you are always ready to ride. You also can add to your EZWallet account by paying in person at the transit office or by calling the transit office.

Monthly Pass
Use EZWallet to add a monthly pass to your account. It is valid for one calendar month, for example from May 1 to May 31. If you've purchased a monthly pass, your account will automatically identify your trip as paid when you book your trip.

Account Balance
Keep money in your EZWallet account, and use it to pay for your trip. When you book your trip, the fare will be deducted from your account automatically. If you cancel your trip, the funds will be returned to your account.

Fig 5: EZ-Wallet Home Screen



The Transaction History screen shows a sidebar on the left with the same Trapeze logo and user information as the home screen. The main content area has a header 'Transaction History' and a breadcrumb trail 'EZWallet Intro > Transaction History'. Below the breadcrumb, there are filters for 'From Date' (2/24/2017), 'To Date' (5/24/2017), and 'Transaction Type' (All Types). The main content is a table titled 'Transit Usage Report (Passes)' with columns: Transaction Date - Time, Trip Date - Time, Pickup Location, Dropoff Location, Transaction Type, Product Type, Transaction Amount, and EZWallet Balance. The table lists several transactions, including a fare payment and several deposits.

Transaction History

EZWallet Intro > Transaction History

From Date: 2/24/2017 To Date: 5/24/2017
Transaction Type: All Types

Transit Usage Report (Passes)

Transaction Date - Time	Trip Date - Time	Pickup Location	Dropoff Location	Transaction Type	Product Type	Transaction Amount	EZWallet Balance
Fri, Feb 24 - 9:36 AM	Fri, Feb 24	-	-	Fare Payment	EZWallet	-\$1.00	\$118.00
Fri, Feb 24 - 10:42 AM	-	-	-	Deposit	EZWallet	\$100.00	\$119.00
Fri, Feb 24 - 10:44 AM	-	-	-	Deposit	EZWallet	\$100.00	\$119.00
Fri, Feb 24 - 12:07 PM	-	-	-	Deposit	EZWallet	\$50.00	\$119.00
Fri, Feb 24 - 12:13 PM	-	-	-	Deposit	EZWallet	\$100.00	\$119.00

Fig 7: Transaction History

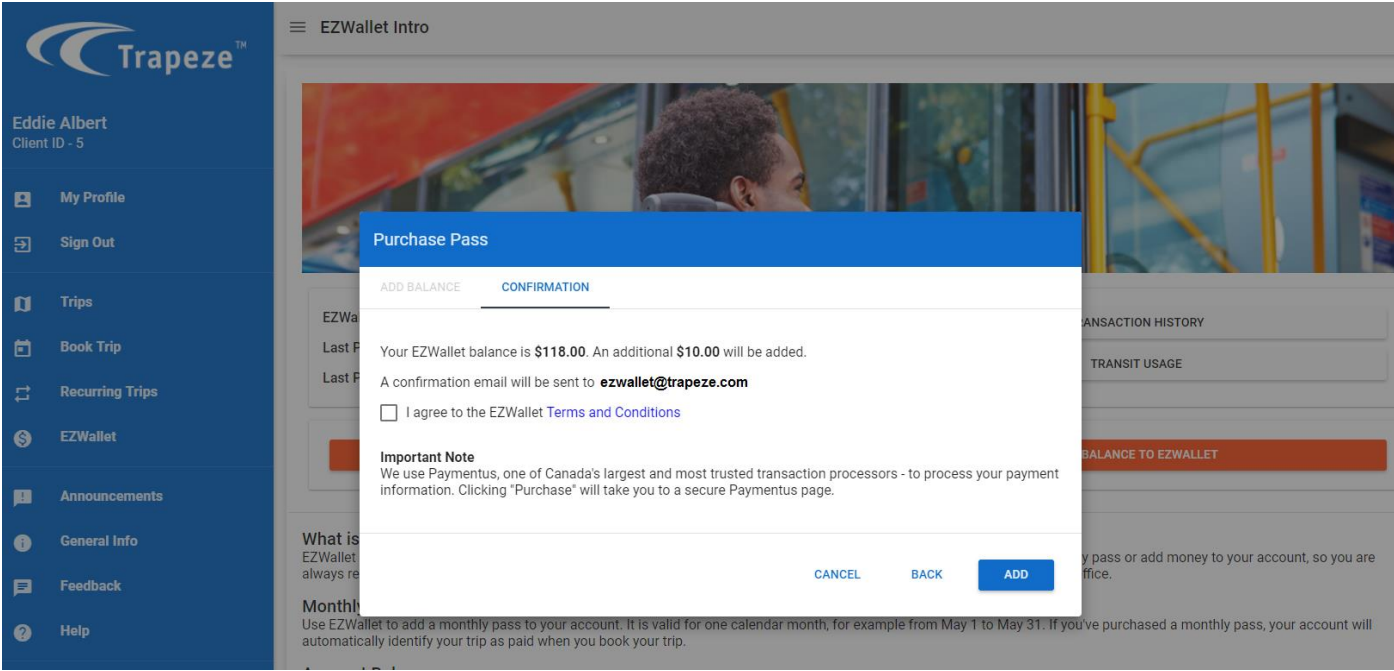


Fig 8: Account Top-Up



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Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

GOOGLE WEB MAPPING SERVICE – ISSUANCE OF PURCHASE ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to issue a Purchase Order to Google, Inc. for the purchase of Web-based mapping services in a not to exceed amount of \$600,000 for five years.

Budget Impact

The cost for the Web Based Mapping Service is based on an estimated amount of \$120,000 per year for the next 5 years. Funding is from the Information Technology (IT) annual budget.

DISCUSSION:

MTS provides trip planning services to our customers via our website and other channels. To do this, we make use of Google functionality, known as APIs (Application Programming Interface) to provide address searching and geo-location capabilities. Although originally free, beginning in July of 2018, Google began charging for their use.

Charges vary according to the volume of trips planned, but are between \$8,000 and \$10,000 per month. IT is investigating alternative methods by which to provide this service, while avoiding the use of proprietary services and thereby continuing to incur charges. If and when successful, these costs would no longer be incurred, but until then, this is a necessary cost of providing our customers with trip planning functionality. Currently, Google is the only source for this service and MTS will utilize this service for the foreseeable future.



Therefore, staff is requesting that the MTS Board of Directors authorize the CEO to issue a Purchase Order to Google, Inc. for the purchase of Web-based mapping services in a not to exceed amount of \$600,000 for five years.

Paul C. Jablonski
Chief Executive Officer

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



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Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

**Draft for
Executive Committee
Review Date: 9/5/19**

SUBJECT:

ZERO-EMISSION BUS (ZEB) PILOT PROJECT: 40-FOOT LOW-FLOOR ELECTRIC BUSES – ISSUANCE OF PURCHASE ORDER TO GILLIG, LLC

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) authorize the Chief Executive Officer (CEO) to issue a Purchase Order to Gillig, LLC (Gillig) for the purchase of two (2), 40-foot, Low-Floor Electric, Battery-Powered buses in the amount of \$2,010,548.40.

Budget Impact

The cost for two (2), 40-foot, low-floor, battery electric transit buses would not exceed \$2,010,548.40 (including tax).

Gillig Electric Buses	Unit Price (per bus)	CA 7.75% Tax	Total
	\$934,846.00	\$70,428.20	\$1,005,274.20
Total (Not-to-exceed for 2 buses)			\$2,010,548.40

Funding will be from Capital Improvement Project (CIP), WBSE #1001105501. Costs will be paid by Low Carbon Transit Operations Program (LCTOP) funding.

DISCUSSION:

In continued efforts to reduce carbon emissions in San Diego, the MTS Board of Directors unanimously approved the implementation of a ZEB pilot program. Part of the pilot program includes the purchase of six (6) 40-foot electric buses from New Flyer and options to purchase twelve (12) depot chargers.



The ZEBs will be utilized on existing routes throughout San Diego. The pilot program will allow MTS to analyze vehicle performance, challenges and capabilities. Staff will also analyze characteristics such as route profiles, passenger loads, operator performance, and battery capacity. In order to run the buses, depot chargers need to be installed to recharge the buses overnight. A charger installation project for Phase I of the project is currently underway.

Today's proposed action would purchase an additional two (2) ZEB buses from a different manufacturer, Gillig, to be studied during the ZEB pilot. New Flyer and Gillig are the manufacturers of the Compressed Natural Gas (CNG) buses in MTS's current fleet. In addition to participating in the ZEB pilot, the buses would replace current vehicles reaching the end of their useful lives. The vehicles are expected to be delivered in early Fall 2020.

MTS proposes to use a government purchasing schedule established by the Commonwealth of Virginia (Virginia) to purchase the Gillig ZEB buses. FTA Circular 4220.1F, Chapter V, Section 4, encourages federal grant recipients to use state and local government purchasing schedules or contracts for procurements of property and services. The Virginia schedule includes electric battery-powered buses that meet MTS specifications.

The State of Virginia cooperative agreement was awarded through a formal competitive Invitation for Bids (IFB) process. It was developed for the use of public/governmental agencies to reap the best pricing benefits, based on the types and number of vehicles and complies with all federal requirements and regulations.

The proposed Gillig buses will have the newest onboard video surveillance systems preinstalled, enhanced wheelchair restraint systems with forward-facing safety barriers for improved safety, electric air conditioning and engine coolant systems. The vehicles are expected to have a maximum range of up to 175 miles. Range varies considerably based on operating profiles including: grades, climate conditions, passenger loads, route structure and operators performance.

The buses are equipped with 444 KW of stored energy and will be charged through individual depot chargers at our operating facilities. All purchases would be contingent upon the successful completion of the Federal Motor Vehicle Safety Standards (FMVSS) certification and pass Altoona testing.

Therefore, staff is requesting that the MTS Board of Directors authorize the CEO to issue a Purchase Order to Gillig, LLC for the purchase of two (2), 40-foot, Low-Floor Electric, Battery-Powered buses in the amount of \$2,010,548.40.

Paul C. Jablonski
Chief Executive Officer

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Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 12, 2019

Draft for
Executive Committee
Review Date: 9/5/19

SUBJECT:

TRANSPORTATION DEVELOPMENT ACT (TDA) CAPITAL RESERVES FUNDS FOR
TRANSIT-RELATED PROJECTS (UNIVERSITY AVENUE BUS LANE PAVEMENT
REHABILITATION -- CITY OF LA MESA)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors (Board) approve the use of \$718,640 in TDA funds to fund the City of La Mesa's University Avenue Bus Lane Pavement Rehabilitation capital project.

Budget Impact

The University Avenue Bus Lane Pavement Rehabilitation capital project requested by the City of La Mesa was funded in MTS FY18 Capital Improvement Program (CIP).

DISCUSSION:

In Fiscal Year 2010, MTS agreed to set aside \$1,341,009 in TDA funding capacity for the benefit of the City of La Mesa transit-related projects. This related to carry-over TDA funding set aside for the City La Mesa before the 2004 restructuring of MTS, SANDAG and related TDA funding allocations.

At the City of La Mesa's request, MTS funded three TDA-eligible projects as part of its FY 2012 CIP:

FY 2012 CIP - CITY OF LA MESA TDA PROJECTS:	
La Mesa Village Trolley Access Improvements	\$ 420,000.00
Allison Avenue Bus Corridor Improvements	\$ 140,000.00
La Mesa Boulevard Bus Shelters	\$ 62,368.90
FY 2012 CIP Total:	\$ 622,368.90



At the City of La Mesa's subsequent request, MTS funded a final TDA-eligible project as part of the FY 2018 CIP:

FY 2018 CIP - CITY OF LA MESA TDA PROJECTS:	
University Avenue Bus Lane Pavement Rehabilitation	\$ 718,640.00
FY 2018 CIP Total:	\$ 718,640.00
Combined FY 2012 and 2018 Project Total	\$ 1,341,008.90

The City of La Mesa's University Avenue Bus Lane Pavement Rehabilitation project is underway. Today's action would authorize the Chief Executive Officer to disburse up to \$718,640.00 in TDA funds to the City of La Mesa for eligible project expenses.

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