



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

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

January 9, 2020

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 – December 5, 2019 | Approve |
| C. | COMMITTEE DISCUSSION ITEMS | |
| | 1. CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION/ CONFERENCE WITH LABOR NEGOTIATORS – CHIEF EXECUTIVE OFFICER Pursuant to California Government Code Sections 54957 and 54957.6;
<u>Agency-Designated Representative:</u> Nathan Fletcher, Chair
<u>Employee:</u> Paul C. Jablonski | Possible Action |
| D. | REVIEW OF DRAFT January 16, 2020 MTS BOARD AGENDA | |
| E. | <u>REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA</u>
Review of SANDAG Transportation Committee Agenda and discussion regarding any items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc. Relevant excerpts will be provided during the meeting. | Possible Action |
| F. | COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS | |

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.



- G PUBLIC COMMENTS
- H. NEXT MEETING DATE: February 6, 2020
- I. ADJOURNMENT

DRAFT

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

December 5, 2019

MINUTES

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

A. ROLL CALL

Chair Fletcher called the Executive Committee meeting to order at 9:01 a.m. A roll call sheet listing Executive Committee member attendance is attached.

B. APPROVAL OF MINUTES

Mr. Arambula moved for approval of the minutes of the November 7, 2019, MTS Executive Committee meeting. Ms. Montgomery seconded the motion, and the vote was 3 to 0 in favor with Ms. Salas absent.

G. PUBLIC COMMENTS (TAKEN OUT OF ORDER)

Clive Richard – Mr. Richard commented on the potential ballot measure. He stated that his personal preference for an increase in taxes for this measure would be to increase property taxes. Mr. Richard said that he is no longer in support of the Blue Line Express project after learning more about the operational details of the project. He stated that he would like to learn what the costs would be to implement free fares.

Alina Tan – Ms. Tan commented about the development at the Grantville Trolley Station on behalf of Ahrens Partners, A-6, and the Blood Trust. She commented on the MOU process between MTS and the City of San Diego regarding the Alvarado Creek Revitalization Project. She asked the Committee to move forward on developing the MOU with the City of San Diego. Ms. Tan stated that many people are working hard to complete that project. She noted that the project is being hindered by the absence of that MOU between MTS and the City.

Daniel Smith – Mr. Smith commented on the Alvarado Creek Revitalization Project. He provided pictures of the flooding issues around the Grantville Trolley Station and surrounding properties. He noted that this is a City issue, but MTS also carries some of the blame for these issues. Mr. Smith stated that there have been numerous studies related to this project, but nothing has been done to fix the flooding issues.

David Smith – Mr. Smith was not present to speak.

Chair Fletcher commented in response to the Alvarado Creek matter. He stated that it is the intent of the MTS Board to be partners in working on these issues. Chair Fletcher noted that although MTS is a transit agency, and not a park or flood plain management district, we have the intent of providing the property needed to help build pedestrian access. He stated that receiving threats of litigation in response to those efforts can slow down the process. Chair Fletcher encouraged the parties involved to stop the threats of litigation and work collaboratively with MTS.

C. COMMITTEE DISCUSSION ITEMS

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

Sharon Humphreys of SANDAG provided a presentation on the Mid-Coast Corridor Transit Project. She reviewed the project alignment; construction progress; Disadvantaged Business Enterprise (DBE) utilization; and construction schedule. Ms. Humphreys provided a construction update and presented photos of ongoing construction. She reviewed the Light Rail Vehicle purchase status; public involvement details; accomplishments from the last quarter; and next steps going forward.

Mr. Arambula asked about the LRV acceptance process after delivery. Wayne Terry, Chief Operating Officer – Rail, replied that once the vehicles go through commissioning, the warranty begins and the vehicles go into service.

Action Taken

No action taken. Informational item only.

2. Next Generation Fare Collection System Implementation Update (Israel Maldonado and Rob Schupp)

Israel Maldonado, Fare Systems Administrator, provided a presentation on the Next-Generation Fare System Project. He reviewed the budget for the project; the project timeline; current network details; future network details; project launch information; and updates to the regional fare ordinance that will be required before the go-live date.

Rob Schupp, Director of Marketing and Communications, continued the presentation and reviewed the branding for the new fare system. He reviewed the development process to decide on the new branding. Mr. Schupp discussed the research conducted for the branding. He noted that the agency decided on 'Pronto' as the new branding name. Mr. Schupp discussed results from consumer testing and present various examples of the new brand design.

Ms. Salas commented that she likes the branding name and choice for the new fare system.

Ms. Montgomery stated that she agrees with Ms. Salas. She asked about the transition period from the current fare system to the new fare system. Mr. Maldonado replied that the public transition between the two systems will take place over a period of three to four months. Ms. Cooney noted that Mr. Schupp's team will be working hard to convey clear and easy to understand messages to the public on the new fare system transition.

Action Taken

No action taken. Informational item only.

D. REVIEW OF DRAFT December 12, 2019 BOARD AGENDA (TAKEN BEFORE CLOSED SESSION)

Recommended Consent Items

6. Fiscal Year (FY) 2020 – 2021 Pilot Blue Line Service Increase
Action would approve the pilot Blue Line service increase, and direct the Budget Development Committee (BDC) to identify funding for the service in the Mid-Year Operating Budget Amendment.
7. Lease Agreement with Brick by Brick, LLC at 675 West G Street, San Diego
Action would authorize the Chief Executive Officer (CEO) to execute a Lease Agreement with Brick By Brick, LLC for a lease at 675 West G Street, San Diego.
8. Rail Maintenance Program Including Rail Grinding Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL288.0-20, to Advanced Rail Management (ARM) for Rail Maintenance Program including Rail Grinding Services as further described in the scope of work, in the amount of \$3,091,938.01, for a 5-year period from January 1, 2020 to December 31, 2024.
9. Fiber Optic Communication Network Gap Closures – Fund Transfer
Action would authorize the Chief Executive Officer (CEO) to execute Addendum 17, Scope of Work 88 to the MOU between the San Diego Association of Governments (SANDAG) and MTS for the Fiber Optic Communication Network Gap Closures project in the amount of \$150,000.00.
10. On-Call Tree Trimming and Removal Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG300.0-20, with Atlas Environmental Services, for On-Call Tree Trimming and Removal Services, in the amount of \$522,000, for a 10-year period from January 1, 2020 to December 31, 2029.
11. Light Rail Vehicle (LRV) Upper Level Work Platforms Combined – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL287.0-19, with Metro Builders, Inc., for the construction of LRV Upper Level Work Platforms Combined Project in the amount of \$2,084,002.
12. Zero Emission Bus (ZEB) Charger Project Phase II – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG301.0-20, with Baker Electric, for the installation of electric bus chargers and related underground work at the Kearny Mesa Division, East County Division, and South Bay Division in the amount of \$458,334.09.
13. San Diego State University (SDSU) Trolley Station Fire and Safety Monitoring and Maintenance Services – Sole Source Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL304.0-20, with Johnson Controls Fire Protection, LP (JCI), for fire and safety monitoring and maintenance services at the SDSU trolley station for a period of five years in an amount not to exceed \$299,551.24.
14. Revisions to San Diego Metropolitan Transit System (MTS) Ordinance No. 11
Action would: (1) Adopt the proposed amendments to MTS Ordinance No. 11, “An Ordinance Providing for the Licensing and the Regulating of Transportation Services Within the City and

County by the Adoption of a Uniform Paratransit Ordinance”; (2) Direct publication of a summary of the amendments to MTS Ordinance No. 11; and (3) Upon adoption of the proposed amendments, grant the Chief Executive Officer (CEO) the discretion to enforce MTS Ordinance No. 11 in its amended form.

15. Revisions to MTS Board Policy No. 34, “For Hire Vehicle Services”
Action would approve the proposed revisions to MTS Board Policy No. 34 “For Hire Vehicle Services”.
16. Fashion Valley Elevator Project – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL289.0-20, with Conan Construction, Inc., in the amount of \$2,197,187.76 for constructing a second elevator at the Fashion Valley Station (“Project”).
17. Extension of Gas Service Provider (GSP) Contract – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment 9 to MTS Doc. No. G1268.0-09, with BP Energy Company (BP), in the amount of \$55,000 for the extension of GSP services for an additional two and a half year period.
18. Account Based Fare Collection System – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment 2 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), a total contract increase of \$1,093,731.49.
19. Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments
20. Conceptual Cost Estimating and Scheduling Services for Proposed Transportation Infrastructure Projects in San Diego County – Work Order Amendment
Action would: (1) Ratify Amendment No. 1 to Work Order WOA2075-AE-37 under MTS Doc. No. G2075.0-18, with Dokken Engineering (Dokken), in the amount of \$255.17 for the removal of a subconsultant and the addition of a classification; and (2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to Work Order WOA2075-AE-37 under MTS Doc. No. G2075.0-18 with Dokken in the amount of \$124,024.58 to perform additional conceptual cost estimating and scheduling services for proposed transportation infrastructure projects in San Diego County. The new total value of the Work order shall not exceed \$472,122.07.
21. Operations Budget Status Report for October 2019

COMMENTS

Ms. Cooney commented on agenda item number 6. She noted that this item would approve a pilot to increase service and frequency on the Blue Line.

Ms. Salas stated that she was pleased to see item number 6 on the agenda. She noted that she will be discussing this with the Chula Vista traffic engineers to ensure the impacts to the street traffic for cars are minimal.

Mr. Arambula recommended having a presentation on item number 6 rather than having the item on consent. The other Executive Committee members agreed.

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

There was no SANDAG Transportation Committee agenda discussion.

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

There was no Committee Member Communications and Other Business discussion.

The Executive Committee convened for Closed Session at 9:48 a.m.

C3. CLOSED SESSION – 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: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets

Negotiating Parties: DJR Companies, LLC

Under Negotiation: Price and Terms of Payment

C4. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to California Government Code Section 54956.8

Property: Assessor's Parcel Number (APN) 384-041-07; 8733 Cuyamaca Street, Santee, California

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

Negotiating Parties: Another Partnership

Under Negotiation: Price and Terms of Payment

The Executive Committee reconvened from Closed Session at 10:04 a.m.

Oral Report on Final Actions Taken in Closed Session

C3. The Executive Committee pulled this item from the agenda and did not receive a report.

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

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for January 9, 2020, at 9:00 a.m.

I. ADJOURNMENT

Chair Fletcher adjourned the meeting at 10:05 a.m.

Chairperson

Attachment: Roll Call Sheet

EXECUTIVE COMMITTEE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ROLL CALL

MEETING OF (DATE) December 5, 2019

CALL TO ORDER (TIME) 9:01 a.m.

RECESS _____

RECONVENE _____

CLOSED SESSION 9:48 a.m.

RECONVENE 10:04 a.m.

ADJOURN 10:05 a.m.

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

SIGNED BY THE CLERK OF THE BOARD: Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL: Paul Cron



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DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

9:00 a.m.

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

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ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes – December 12, 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.
4. Elect Vice Chair, Chair Pro Tem, and Committee Appointments (Sharon Cooney) Elect
Action would: (1) elect a Vice Chair and Chair Pro Tem for 2020; and (2) consider the nominating slate proposed by the Ad Hoc Nominating Committee for the appointment of representatives to MTS committees for 2020 and vote to appoint representatives to those committees.

Please SILENCE electronics
during the meeting

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



CONSENT ITEMS

6. [Amend 2019-20 State Transit Assistance \(STA\) Claim](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Resolution No. 20-1 approving the amended fiscal year (FY) 2019-20 STA Claim.
7. [Amend 2019-20 California Senate Bill 1 \(SB 1\) State of Good Repair \(SGR\) Funding Allocation](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Resolution No. 20-2 approving the amended California SB 1, SGR funding allocation.
8. [Kearny Mesa Division \(KMD\) Concrete Lot Pavement Rehabilitation– Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB303.0-20 with Miramar General Engineering, a Small Business (SB), for the concrete paving replacement work at the KMD in the amount of \$422,571.00.
9. [Rail Car Maintenance Training Consortium Agreement - Contract Extension](#) Approve
Action would authorize the Chief Executive Officer (CEO) to ratify the original agreement G1867.0-16 and Amendment No. 1, and execute Amendment No. 2, with Transportation Learning Center for the Rail Car Maintenance Training Consortium Agreement, in the amount of \$128,000.
10. [Fashion Valley Elevator Construction Management Services – Work Order Agreement](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2015-CM02 to MTS Doc. No. G2015.0-17 with AECOM Technical Services Inc. for the Fashion Valley Station Elevator Construction Management (CM) Services in the amount of \$220,915.
11. [Overhead Catenary System \(OCS\) Pole Disposal - Award Work Order Under A Job Order Contract \(JOC\)](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC275-07, under MTS Doc. No. PWG275.0-19, with ABC Construction Co., Inc. (ABC), for the provision of services, materials and equipment for the removal and disposal of 150 old and obsolete precast concrete OCS poles near Switzer Creek in the MTS rail yard in the amount of \$170,909.67.
12. [Network Equipment For San Diego Metropolitan Transit System Network Devices Refresh – Purchase Order](#) Approve
Action would authorize the Chief Executive Officer (CEO) to issue a Purchase Order to NetXperts Inc., a Small Business (SB), for the provision of network equipment for MTS Network Devices Refresh in the amount of \$261,005.04.
13. [Design Services For Fare Collection Upgrade – New Validators - Work Order Amendment](#) Approve
Action would: (1) Ratify Work Order WOA1946-AE-47 under MTS Doc. No. G1946.0-17, with Global Signals Group, Inc. (GSG), a Small Business (SB), in the amount of \$49,086.20 to provide 30% design for the electrical and communication cabling requirements to install each new validator; and (2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to

Work Order WOA1946-AE-47.01 under MTS Doc. No. G1946.0-17 with GSG in the amount of \$156,853.12 for design services to produce 100% design for electrical and communication connections and cabling requirements to install each new validator.

- | | | |
|-----|---|---------|
| 14. | <u>Commvault Support & Maintenance And Purchase Of Additional Capacity – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2334.0-20, with Nth Generation Computing, Inc., a Woman Owned Business Enterprise (WBE), for Commvault support & maintenance and the purchase of additional capacity for a three (3) year base period in the amount of \$292,716.20. | Approve |
| 15. | <u>Zero Emission Bus (ZEB) Charger - Electrical Infrastructure Inspection - Task Order Contract Amendment</u>
Action would: (1) Ratify Work Order WOA2016-CM002 under MTS Doc. No. G2016.0-17 with TRC Engineers, Inc. for electrical inspection services for the ZEB Phase I Charger Project in the amount of \$43,944.81; and (2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. WOA2016-CM002.1 (in substantially the same format as Attachment A) under MTS Doc. No. G2016.0-17 with TRC Engineers, Inc. in the amount of \$84,438.36 to provide additional ZEB charger electrical infrastructure inspection for the ZEB Phase II Charger Project. | Approve |
| 16. | <u>Ad Buying Software – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. G2291.0-19 with Zeba Consulting (Zeba), a Disadvantaged Business Enterprise (DBE), for the provision of ad buying software for a period of one (1) base year with two (2) 1-year options, exercisable at MTS's sole discretion and not to exceed the amount of \$559,500.00. | Approve |
| 17. | <u>Fare Media Retail Network – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) (1) Execute MTS Doc No. G2287.0-19 (in substantially the same format as Attachment A) with Ready Credit Corporation (RCC) for the provision of a fare media retail network for a period of ten (10) base years (minimum annual cost of \$180,000 plus 6.65% commission on all sales) with two (2) 5-year options (minimum annual cost of \$198,900 plus 6.65% commission for Option Period 1 and \$241,956 plus 6.65% commission for Option Period 2); and (2) Authorize the CEO to exercise the option periods at their discretion.. | Approve |
| 18. | <u>Radio Repeater Replacements - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL305.0-20, with Day Management Corp (dba Day Wireless Systems), for Radio Repeater Replacements as detailed in the scope of work, in the amount of \$264,387.38 effective February 2020. | Approve |

CLOSED SESSION

- | | | |
|-----|--|-----------------|
| 24. | a. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(1) | Possible Action |
|-----|--|-----------------|

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

Possible
Action

c. 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

Possible
Action

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

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30.

31.

REPORT ITEMS

45. Next Generation Fare Collection System Implementation Update (Israel
Maldonado and Rob Schupp)

Informational

46.

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: February 13, 2020

65. Adjournment



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

Draft for
Executive Committee
Review Date: 01/09/20

SUBJECT:

AMEND 2019-20 STATE TRANSIT ASSISTANCE (STA) CLAIM

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Resolution No. 20-1 (in substantially the same format as Attachment A) approving the amended fiscal year (FY) 2019-20 STA Claim.

Budget Impact

The amended FY19-20 STA claim would result in a decrease of \$1,129,166 in 2019-20 STA funds for MTS based on revised estimates from the State Controller's Office.

DISCUSSION:

STA funding comes from the Public Transportation Act (PTA), which derives its revenue from the state sales tax on diesel fuel. STA revenues are pooled at the state level for the purposes of sections 99313 and 99314 of the California Public Utilities Code (PUC). The revenues for sections 99313 and 99314 are then allocated to transportation entities on a quarterly basis. PUC section 99313 allocations are based on the latest available annual population estimates from the Department of Finance. PUC section 99314 allocations are based primarily on qualifying revenues from the Annual Report of Financial Transactions of Transit Operators and Non-Transit Claimants under the Transportation Development Act.

At the September 12, 2019 meeting, the MTS Board of Directors approved the FY19-20 STA claim in the amount of \$30,830,351 for the FY20 operating and capital budgets. That amount was based on the August estimate from the California State Controller's office (SCO).



In November 2019, the SCO provided a revised estimate for the FY19-20 STA allocation to correct errors in the revenue sharing calculations (Attachment B). The revision decreased MTS's revenue to \$29,701,185. Today's proposed action would amend MTS's STA claim in order to reflect the new amount.

Original Estimate	Revised Estimate	Change
\$30,830,351	\$29,701,185	-\$1,129,166

Since the STA revenue distributions are based on sales tax revenue receipts, MTS will claim up to the amount authorized by the attached Board resolution (Attachment A), and any other revisions over the amount of this claim will come back to the MTS Board for approval. Additionally, any changes to the operating and/or capital budget amounts will be discussed with the Budget Development Committee and the MTS Board.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Resolution No. 20-1 (in substantially the same format as Attachment A) approving the amended FY 2019-20 STA Claim.

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

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

Attachments: A. MTS Resolution No. 20-1
B. Letter from State Controller's Office for STA Allocation

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 20-1

Resolution Approving the MTS Area Fiscal Year 2019-20 STA Claim

WHEREAS, California Public Utilities Code (PUC) Sections 99313.3 and 99313.6 established a State Transit Assistance (STA) fund and grants the San Diego Metropolitan Transit System (MTS) authority to allocate monies from this fund; and

WHEREAS, MTS, through its various operating entities and divisions, including San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contracted Services (collectively referred to as "MTS"), and other operators on the basis of revenue generated, qualifies for STA monies under the provision of PUC Section 99260 et seq.; and

WHEREAS, the State Controller's Office has informed MTS that there is a reduction of STA allocation of \$1,129,166 for Fiscal Year 2019-20, its eligible STA allocation for Fiscal year 2019-20 is \$29,701,185; and

WHEREAS, the claimants' proposed expenditures of STA monies are in conformance with the *Regional Transportation Plan* and *Transportation Improvement Program*; and

WHEREAS the level of passenger fares and charges is sufficient to enable MTS to meet the fare revenue requirements of the PUC sections 99268.2, 99268.3, 99268.5, and 99268.9 as they may be applicable to MTS; and

WHEREAS MTS is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended; and

WHEREAS, the sum of MTS' allocations of STA and local transportations funds do not exceed the amounts they are eligible to receive during the fiscal year; and

WHEREAS, priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high-priority, area-wide public transportation needs; and

WHEREAS, in the last thirteen months, MTS has received a certification from the California Highway patrol verifying that MTS is in compliance with section 1808.1 of the Vehicle Code, as required in PUC section 99251; and

WHEREAS, MTS has ensured operators are in compliance with the efficiency standards of PUC section 99314.6 prior to the allocation of funding for operating purposes;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the Fiscal Year 2019-20 STA amounts totaling \$29,701,185.

PASSED AND ADOPTED by the Board this 16th day of January 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Office of the Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 20-1



BETTY T. YEE
California State Controller

November 21, 2019

County Auditors Responsible for State Transit Assistance funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Reissuance of the fiscal year 2019-20 State Transit Assistance Allocation Estimate

The State Controller's Office (SCO) is issuing a revision to the allocations stated in the summary schedule of State Transit Assistance (STA) funds estimated for fiscal year (FY) 2019-20, which was originally released on August 1, 2019. This revision includes a correction to previous estimates for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) sections 99313 and 99314. Enclosed is a schedule detailing the amount of the PUC section 99314 allocation for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the governor's Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to SCO per PUC section 99243. PUC section 99314.3 requires each TPA to allocate funds to the STA-eligible operators in its jurisdiction.

According to the FY 2019-20 California Budget, the estimated amount of STA funds budgeted is \$696,519,000. SCO anticipates the first quarter's allocation will be paid in December 2019. The adjustments were necessary due to clerical issues identified in certain transit agency reports. The SCO team understands the inconvenience this may cause and is taking steps to prevent this from recurring.

We appreciate your patience with this correction. If you have any questions, please contact Evelyn Calderon-Yee at ecalderonyee@sco.ca.gov or 916-324-5919.

Sincerely,

(Original Signed By)

EVELYN CALDERON-YEE
Bureau Chief
Bureau of Payments

Enclosures

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE Att. B, AI 6, 1/16/20
SUMMARY
REVISED
NOVEMBER 21, 2019

Regional Entity	PUC 99313 Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2019-20 Estimate		PUC 99313 Funds from RTC sections 6051.8(b), and 6201.8(b) Fiscal Year 2019-20 Estimate		PUC 99314 Fiscal Year 2019-20 Estimate	Total Fiscal Year 2019-20 Estimate
	A		B		C	D= (A+B+C)
Metropolitan Transportation Commission	\$	37,206,095	\$	30,683,866	\$ 186,228,565	\$ 254,118,526
Sacramento Area Council of Governments		9,293,379		7,664,249	6,060,936	23,018,564
San Diego Association of Governments		4,633,699		3,821,412	2,027,658	10,482,769
San Diego Metropolitan Transit System		11,388,336		9,391,960	8,920,889	29,701,185
Tahoe Regional Planning Agency		506,395		417,624	37,598	961,617
Alpine County Transportation Commission		5,555		4,581	358	10,494
Amador County Transportation Commission		183,051		150,962	13,302	347,315
Butte County Association of Governments		1,082,541		892,772	110,654	2,085,967
Calaveras County Local Transportation Commission		215,666		177,860	5,197	398,723
Colusa County Local Transportation Commission		105,723		87,189	6,510	199,422
Del Norte County Local Transportation Commission		130,981		108,020	9,286	248,287
El Dorado County Local Transportation Commission		815,857		672,837	104,906	1,593,600
Fresno County Council of Governments		4,867,343		4,014,098	1,036,248	9,917,689
Glenn County Local Transportation Commission		139,255		114,844	7,023	261,122
Humboldt County Association of Governments		646,912		533,508	329,564	1,509,984
Imperial County Transportation Commission		909,500		750,064	137,764	1,797,328
Inyo County Local Transportation Commission		88,877		73,297	0	162,174
Kern Council of Governments		4,380,834		3,612,874	570,753	8,564,461
Kings County Association of Governments		734,757		605,954	60,157	1,400,868
Lake County/City Council of Governments		311,049		256,522	33,696	601,267
Lassen County Local Transportation Commission		144,121		118,857	10,105	273,083
Los Angeles County Metropolitan Transportation Authority		49,014,285		40,422,080	116,703,373	206,139,738
Madera County Local Transportation Commission		762,606		628,921	32,718	1,424,245
Mariposa County Local Transportation Commission		86,368		71,227	4,206	161,801
Mendocino Council of Governments		425,476		350,890	63,414	839,780
Merced County Association of Governments		1,352,438		1,115,355	225,296	2,693,089
Modoc County Local Transportation Commission		45,899		37,853	7,185	90,937
Mono County Local Transportation Commission		65,087		53,677	183,906	302,670
Transportation Agency for Monterey County		2,129,145		1,755,906	1,345,357	5,230,408
Nevada County Local Transportation Commission		472,776		389,898	47,290	909,964
Orange County Transportation Authority		15,404,019		12,703,694	9,133,178	37,240,891
Placer County Transportation Planning Agency		1,491,053		1,229,671	390,443	3,111,167
Plumas County Local Transportation Commission		94,547		77,973	13,330	185,850
Riverside County Transportation Commission		11,664,155		9,619,429	3,573,440	24,857,024
Council of San Benito County Governments		297,784		245,583	10,380	553,747
San Bernardino County Transportation Authority		10,479,056		8,642,077	3,510,461	22,631,594
San Joaquin Council of Governments		3,682,555		3,037,003	1,741,222	8,460,780
San Luis Obispo Area Council of Governments		1,340,320		1,105,362	183,886	2,629,568
Santa Barbara County Association of Governments		2,173,022		1,792,091	1,097,021	5,062,134
Santa Cruz County Transportation Commission		1,313,924		1,083,593	2,225,207	4,622,724
Shasta Regional Transportation Agency		854,562		704,757	101,674	1,660,993
Sierra County Local Transportation Commission		15,359		12,666	1,308	29,333
Siskiyou County Local Transportation Commission		213,118		175,759	12,605	401,482
Stanislaus Council of Governments		2,671,969		2,203,573	298,644	5,174,186
Tehama County Transportation Commission		307,779		253,826	11,202	572,807
Trinity County Transportation Commission		65,431		53,961	5,246	124,638
Tulare County Association of Governments		2,290,227		1,888,750	363,213	4,542,190
Tuolumne County Transportation Council		260,948		215,204	14,809	490,961
Ventura County Transportation Commission		4,094,666		3,376,871	1,248,317	8,719,854
State Totals	\$	190,858,500	\$	157,401,000	\$ 348,259,500	\$ 696,519,000

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Att. B, AI 6, 1/16/20

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2019-20 Estimate A	Fiscal Year 2019-20 Estimate B	2019-20 Estimate C= (A+B)
Altamont Corridor Express*				
Alameda County Congestion Management Agency	\$ NA	\$ 159,072	\$ 131,187	\$ 290,259
Santa Clara Valley Transportation Authority	NA	118,723	97,910	216,633
San Joaquin Regional Rail Commission	NA	498,168	410,839	909,007
Regional Entity Totals	0	775,963	639,936	1,415,899
	0	(775,963)	(639,936)	(1,415,899)
Metropolitan Transportation Commission				
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	1,925,822,111	70,340,083	58,009,465	128,349,548
Central Contra Costa Transit Authority	11,848,761	432,773	356,907	789,680
City of Dixon	111,074	4,057	3,346	7,403
Eastern Contra Costa Transit Authority	6,226,930	227,437	187,567	415,004
City of Fairfield	2,454,050	89,633	73,921	163,554
Golden Gate Bridge Highway and Transportation District	128,150,389	4,680,654	3,860,136	8,540,790
Livermore-Amador Valley Transit Authority	5,247,501	191,663	158,065	349,728
Marin County Transit District	25,028,508	914,159	753,907	1,668,066
Napa County Transportation and Planning Agency	1,740,511	63,572	52,428	116,000
Peninsula Corridor Joint Powers Board	127,483,757	4,656,307	3,840,056	8,496,363
City of Petaluma	740,960	27,063	22,319	49,382
City of Rio Vista	111,909	4,087	3,371	7,458
San Francisco Bay Area Water Emergency Transportation Authority	34,734,635	1,268,672	1,046,274	2,314,946
San Mateo County Transit District	121,853,139	4,450,650	3,670,451	8,121,101
Santa Clara Valley Transportation Authority	348,840,497	12,741,295	10,507,747	23,249,042
City of Santa Rosa	2,403,879	87,801	72,409	160,210
Solano County Transit	5,281,022	192,888	159,075	351,963
County of Sonoma	3,386,887	123,705	102,020	225,725
Sonoma-Marin Area Rail Transit District	25,440,720	929,215	766,323	1,695,538
City of Union City	1,747,194	63,816	52,629	116,445
City of Vacaville	439,501	16,053	13,239	29,292
Western Contra Costa Transit Authority	7,568,808	276,448	227,987	504,435
Regional Entity Subtotals	2,786,662,743	101,782,031	83,939,642	185,721,673
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	159,072	131,187	290,259
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	118,723	97,910	216,633
Regional Entity Totals	2,786,662,743	102,059,826	84,168,739	186,228,565
Sacramento Area Council of Governments				
City of Davis (Unitrans)	3,064,565	111,932	92,311	204,243
City of Elk Grove	2,155,049	78,713	64,914	143,627
City of Folsom	623,141	22,760	18,770	41,530
County of Sacramento	1,119,245	40,880	33,714	74,594
Sacramento Regional Transit System	77,727,924	2,838,990	2,341,315	5,180,305
Yolo County Transportation District	5,012,875	183,094	150,997	334,091
Yuba Sutter Transit Authority	1,238,568	45,238	37,308	82,546
Regional Entity Totals	90,941,367	3,321,607	2,739,329	6,060,936

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Att. B, AI 6, 1/16/20

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2019-20 Estimate A	Funds from RTC sections 6051.8(b), and 6201.8(b) Fiscal Year 2019-20 Estimate B	Total Fiscal Year 2019-20 Estimate C= (A+B)
San Diego Association of Governments North County Transit District	30,424,011	1,111,228	916,430	2,027,658
San Diego Metropolitan Transit System San Diego Metropolitan Transit System San Diego Transit Corporation San Diego Trolley, Inc. Regional Entity Totals	31,939,460 61,783,746 40,130,381 133,853,587	1,166,579 2,256,633 1,465,750 4,888,962	962,078 1,861,045 1,208,804 4,031,927	2,128,657 4,117,678 2,674,554 8,920,889
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority Orange County Transportation Authority Riverside County Transportation Commission San Bernardino County Transportation Authority Ventura County Transportation Commission Regional Entity Totals	NA NA NA NA NA 0 0	4,022,580 1,775,655 865,062 894,617 429,736 7,987,650 (7,987,650)	3,317,422 1,464,382 713,417 737,790 354,404 6,587,415 (6,587,415)	7,340,002 3,240,037 1,578,479 1,632,407 784,140 14,575,065 (14,575,065)
Tahoe Regional Planning Agency Tahoe Transportation District	564,133	20,605	16,993	37,598
Alpine County Transportation Commission County of Alpine	5,370	196	162	358
Amador County Transportation Commission Amador Regional Transit System	199,599	7,290	6,012	13,302
Butte County Association of Governments Butte Regional Transit City of Gridley - Specialized Service Regional Entity Totals	1,640,161 20,144 1,660,305	59,906 736 60,642	49,405 607 50,012	109,311 1,343 110,654
Calaveras County Local Transportation Commission County of Calaveras	77,984	2,848	2,349	5,197
Colusa County Local Transportation Commission County of Colusa	97,681	3,568	2,942	6,510
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	139,330	5,089	4,197	9,286
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,574,062	57,492	47,414	104,906

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
REVISED
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Att. B, AI 6, 1/16/20

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2019-20 Estimate A	Funds from RTC sections 6051.8(b), and 6201.8(b) Fiscal Year 2019-20 Estimate B	Total Fiscal Year 2019-20 Estimate C= (A+B)
Fresno County Council of Governments				
City of Clovis	1,691,653	61,787	50,956	112,743
City of Fresno	12,478,008	455,756	375,862	831,618
Fresno County Rural Transit Agency	1,378,719	50,357	41,530	91,887
Regional Entity Totals	15,548,380	567,900	468,348	1,036,248
Glenn County Local Transportation Commission				
County of Glenn Transit Service	105,376	3,849	3,174	7,023
Humboldt County Association of Governments				
City of Arcata	238,899	8,726	7,196	15,922
City of Blue Lake	0	0	0	0
City of Eureka	1,103,559	40,307	33,241	73,548
Humboldt Transit Authority	3,602,485	131,580	108,514	240,094
Regional Entity Totals	4,944,943	180,613	148,951	329,564
Imperial County Transportation Commission				
Imperial County Transportation Commission	2,046,063	74,732	61,631	136,363
Quechan Indian Tribe	21,014	768	633	1,401
Regional Entity Totals	2,067,077	75,500	62,264	137,764
Inyo County Local Transportation Commission	None	None	None	None
Kern Council of Governments				
City of Arvin	83,020	3,032	2,501	5,533
City of California City	20,871	762	629	1,391
City of Delano	147,093	5,373	4,431	9,804
Golden Empire Transit District	6,407,925	234,048	193,019	427,067
County of Kern	1,137,877	41,561	34,275	75,836
City of McFarland	15,037	549	453	1,002
City of Ridgecrest	208,177	7,604	6,271	13,875
City of Shafter	58,829	2,149	1,772	3,921
City of Taft	426,961	15,595	12,861	28,456
City of Tehachapi	28,664	1,047	863	1,910
City of Wasco	29,374	1,073	885	1,958
Regional Entity Totals	8,563,828	312,793	257,960	570,753
Kings County Association of Governments				
City of Corcoran	116,255	4,246	3,502	7,748
Kings County Area Public Transit Agency	786,362	28,722	23,687	52,409
Regional Entity Totals	902,617	32,968	27,189	60,157
Lake County/City Council of Governments				
Lake Transit Authority	505,595	18,467	15,229	33,696
Lassen County Local Transportation Commission				
Lassen Transit Service Agency	151,619	5,538	4,567	10,105

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STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Att. B, AI 6, 1/16/20

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2019-20 Estimate A	Fiscal Year 2019-20 Estimate B	2019-20 Estimate C= (A+B)
Los Angeles County Metropolitan Transportation Authority				
Antelope Valley Transit Authority	19,170,688	700,204	577,458	1,277,662
City of Arcadia	1,497,685	54,703	45,113	99,816
City of Claremont	547,365	19,992	16,488	36,480
City of Commerce	4,428,702	161,757	133,401	295,158
City of Culver City	15,486,831	565,652	466,493	1,032,145
Foothill Transit Zone	67,873,297	2,479,052	2,044,474	4,523,526
City of Gardena	13,850,884	505,899	417,215	923,114
City of La Mirada	770,009	28,124	23,194	51,318
Long Beach Public Transportation Company	54,963,745	2,007,535	1,655,614	3,663,149
City of Los Angeles	92,932,856	3,394,345	2,799,316	6,193,661
County of Los Angeles	5,587,765	204,091	168,314	372,405
Los Angeles County Metropolitan Transportation Authority	1,235,116,553	45,112,268	37,204,086	82,316,354
City of Montebello	19,894,910	726,656	599,273	1,325,929
City of Norwalk	8,492,893	310,200	255,822	566,022
City of Redondo Beach	2,931,763	107,082	88,310	195,392
City of Santa Clarita	23,386,832	854,197	704,456	1,558,653
City of Santa Monica	49,504,384	1,808,133	1,491,167	3,299,300
Southern California Regional Rail Authority***	218,691,705	NA	NA	NA
City of Torrance	24,506,666	895,099	738,188	1,633,287
Regional Entity Subtotals	1,859,635,533	59,934,989	49,428,382	109,363,371
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	4,022,580	3,317,422	7,340,002
Regional Entity Totals	1,859,635,533	63,957,569	52,745,804	116,703,373
Madera County Local Transportation Commission				
City of Chowchilla	235,253	8,593	7,086	15,679
City of Madera	203,280	7,425	6,123	13,548
County of Madera	52,381	1,913	1,578	3,491
Regional Entity Totals	490,914	17,931	14,787	32,718
Mariposa County Local Transportation Commission				
County of Mariposa	63,099	2,305	1,901	4,206
Mendocino Council of Governments				
Mendocino Transit Authority	951,502	34,753	28,661	63,414
Merced County Association of Governments				
Transit Joint Powers Authority of Merced County	1,736,430	63,423	52,305	115,728
Yosemite Area Regional Transportation System (YARTS)	1,644,002	60,047	49,521	109,568
Regional Entity Totals	3,380,432	123,470	101,826	225,296
Modoc County Local Transportation Commission				
Modoc Transportation Agency - Specialized Service	107,807	3,938	3,247	7,185

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

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Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a) Fiscal Year 2019-20 Estimate A	Funds from RTC sections 6051.8(b), and 6201.8(b) Fiscal Year 2019-20 Estimate B	Total Fiscal Year 2019-20 Estimate C= (A+B)
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,759,425	100,787	83,119	183,906
Transportation Agency for Monterey County Monterey-Salinas Transit	20,186,410	737,303	608,054	1,345,357
Nevada County Local Transportation Commission County of Nevada	390,192	14,252	11,753	26,005
City of Truckee	319,369	11,665	9,620	21,285
Regional Entity Totals	709,561	25,917	21,373	47,290
Orange County Transportation Authority City of Laguna Beach	2,405,038	87,843	72,444	160,287
Orange County Transportation Authority	86,018,663	3,141,806	2,591,048	5,732,854
Regional Entity Subtotals	88,423,701	3,229,649	2,663,492	5,893,141
Orange County Transportation Authority - Corresponding to SCRRRA***	NA	1,775,655	1,464,382	3,240,037
Regional Entity Totals	88,423,701	5,005,304	4,127,874	9,133,178
Placer County Transportation Planning Agency City of Auburn	21,850	798	658	1,456
County of Placer	4,593,182	167,765	138,355	306,120
City of Roseville	1,243,374	45,414	37,453	82,867
Regional Entity Totals	5,858,406	213,977	176,466	390,443
Plumas County Local Transportation Commission County of Plumas	112,493	4,109	3,389	7,498
County Service Area 12 - Specialized Service	87,506	3,196	2,636	5,832
Regional Entity Totals	199,999	7,305	6,025	13,330
Riverside County Transportation Commission City of Banning	215,749	7,880	6,499	14,379
City of Beaumont	239,445	8,746	7,213	15,959
City of Corona	372,538	13,607	11,222	24,829
Palo Verde Valley Transit Agency	119,828	4,377	3,609	7,986
City of Riverside - Specialized Service	443,069	16,183	13,346	29,529
Riverside Transit Agency	16,090,992	587,719	484,692	1,072,411
Sunline Transit Agency	12,451,750	454,797	375,071	829,868
Regional Entity Subtotals	29,933,371	1,093,309	901,652	1,994,961
Riverside County Transportation Commission - Corresponding to SCRRRA***	NA	865,062	713,417	1,578,479
Regional Entity Totals	29,933,371	1,958,371	1,615,069	3,573,440
Council of San Benito County Governments San Benito County Local Transportation Authority	155,747	5,689	4,691	10,380

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

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2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Att. B, AI 6, 1/16/20

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2019-20 Estimate A	Fiscal Year 2019-20 Estimate B	2019-20 Estimate C= (A+B)
San Bernardino County Transportation Authority				
Morongo Basin Transit Authority	1,119,708	40,897	33,728	74,625
Mountain Area Regional Transit Authority	462,522	16,893	13,932	30,825
City of Needles	52,876	1,931	1,593	3,524
Omnitrans	22,013,739	804,045	663,096	1,467,141
Victor Valley Transit Authority	4,530,447	165,473	136,466	301,939
Regional Entity Subtotals	28,179,292	1,029,239	848,815	1,878,054
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	894,617	737,790	1,632,407
Regional Entity Totals	28,179,292	1,923,856	1,586,605	3,510,461
San Joaquin Council of Governments				
Altamont Corridor Express *	21,244,873	NA	NA	NA
City of Escalon	52,972	1,935	1,596	3,531
City of Lodi	785,357	28,685	23,656	52,341
City of Manteca	52,410	1,914	1,579	3,493
City of Ripon	27,647	1,010	833	1,843
San Joaquin Joint Powers Authority	0	0	0	0
San Joaquin Regional Transit District	11,407,376	416,651	343,612	760,263
City of Tracy	161,202	5,888	4,856	10,744
Regional Entity Subtotals	33,731,837	456,083	376,132	832,215
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	498,168	410,839	909,007
Regional Entity Totals	33,731,837	954,251	786,971	1,741,222
San Luis Obispo Area Council of Governments				
City of Arroyo Grande - Specialized Service	0	0	0	0
City of Atascadero	37,499	1,370	1,130	2,500
City of Morro Bay	35,785	1,307	1,078	2,385
City of Pismo Beach - Specialized Service	0	0	0	0
City of San Luis Obispo Transit	777,520	28,399	23,420	51,819
San Luis Obispo Regional Transit Authority	1,680,458	61,378	50,619	111,997
South County Area Transit	227,853	8,322	6,863	15,185
Regional Entity Totals	2,759,115	100,776	83,110	183,886
Santa Barbara County Association of Governments				
City of Guadalupe	74,621	2,726	2,248	4,974
City of Lompoc	1,065,309	38,910	32,089	70,999
County of Santa Barbara	224	8	7	15
Santa Barbara County Association of Governments (SBCAG)	1,056,667	38,594	31,829	70,423
Santa Barbara Metropolitan Transit District	13,348,752	487,559	402,090	889,649
City of Santa Maria	837,886	30,604	25,239	55,843
City of Solvang	76,790	2,805	2,313	5,118
Regional Entity Totals	16,460,249	601,206	495,815	1,097,021
Santa Cruz County Transportation Commission				
Santa Cruz Metropolitan Transit District	33,388,127	1,219,492	1,005,715	2,225,207

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2019-20 STATE TRANSIT ASSISTANCE ALLOCATION ESTIMATE PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Att. B, AI 6, 1/16/20

Regional Entity and Operator(s)	Revenue Basis	Funds from RTC sections 7102(a)(3), 6051.8(a), and 6201.8(a)	Funds from RTC sections 6051.8(b), and 6201.8(b)	Total Fiscal Year
		Fiscal Year 2019-20 Estimate A	Fiscal Year 2019-20 Estimate B	2019-20 Estimate C= (A+B)
Shasta Regional Transportation Agency Redding Area Bus Authority	1,525,574	55,721	45,953	101,674
Sierra County Local Transportation Commission County of Sierra - Specialized Service	19,627	717	591	1,308
Siskiyou County Local Transportation Commission County of Siskiyou	189,129	6,908	5,697	12,605
Stanislaus Council of Governments City of Ceres	68,984	2,520	2,078	4,598
City of Modesto	3,309,400	120,875	99,685	220,560
County of Stanislaus	772,640	28,220	23,273	51,493
City of Turlock	329,988	12,053	9,940	21,993
Regional Entity Totals	4,481,012	163,668	134,976	298,644
Tehama County Transportation Commission County of Tehama	168,070	6,139	5,063	11,202
Trinity County Transportation Commission County of Trinity	78,726	2,875	2,371	5,246
Tulare County Association of Governments City of Dinuba	218,598	7,984	6,585	14,569
City of Porterville	837,876	30,603	25,238	55,841
City of Tulare	550,504	20,107	16,582	36,689
County of Tulare	914,810	33,413	27,556	60,969
City of Visalia	2,910,774	106,315	87,678	193,993
City of Woodlake	17,283	631	521	1,152
Regional Entity Totals	5,449,845	199,053	164,160	363,213
Tuolumne County Transportation Council County of Tuolumne	222,204	8,116	6,693	14,809
Ventura County Transportation Commission City of Camarillo	203,934	7,449	6,143	13,592
Gold Coast Transit District	5,458,596	199,374	164,423	363,797
City of Moorpark	269,530	9,845	8,119	17,964
City of Simi Valley	485,141	17,720	14,613	32,333
City of Thousand Oaks	547,528	19,998	16,493	36,491
Regional Entity Subtotals	6,964,729	254,386	209,791	464,177
Ventura County Transportation Commission - Corresponding to SCRRRA***	NA	429,736	354,404	784,140
Regional Entity Totals	6,964,729	684,122	564,195	1,248,317
STATE TOTALS	\$ 5,225,463,050	\$ 190,858,500	\$ 157,401,000	\$ 348,259,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



1255 Imperial Avenue, Suite 1000
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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 01/09/20**

SUBJECT:

AMEND 2019-20 CALIFORNIA SENATE BILL 1 (SB 1) STATE OF GOOD REPAIR
(SGR) FUNDING ALLOCATION

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Resolution No. 20-2 (in substantially the same format as Attachment A) approving the amended California SB 1, SGR funding allocation.

Budget Impact

The amended FY19-20 SGR funding allocation would result in a decrease of \$174,476 in 2019-20 SB 1, SGR funds for MTS, based on revised estimates from the State Controller's Office (SCO).

DISCUSSION:

The Road Repair and Accountability Act of 2017, SB 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that provides additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the SGR program. This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of a Transportation Improvement Fee on vehicle registrations. These funds will be allocated to MTS under the STA Program formula for eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1: half is allocated to population and half according to transit operator revenues.



At the July 25, 2019 meeting, the MTS Board of Directors approved the FY19-20 SGR funding allocation in the amount of \$4,763,856 for the FY20 operating and capital budgets. That amount was based on the estimate from the California SCO.

In November 2019, the SCO provided a revised estimate for the FY19-20 SGR funding allocation to correct errors in the revenue sharing calculations (Attachment B). The revision decreased MTS's revenue to \$4,589,380. Today's proposed action would amend MTS's SGR Program claim in order to reflect the new amount.

MTS will claim up to the amount authorized by the attached Board resolution (in substantially the same format as Attachment A), and any other revisions over the amount of this claim will come back to the MTS Board for approval. Additionally, any changes to the operating and/or capital budget amounts will be discussed with the Budget Development Committee and the MTS Board.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Resolution No. 20-2 (in substantially the same format as Attachment A) approving the amended California SB 1, SGR Funding Allocation.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. MTS Resolution No. 20-2
B. Letter from State Controller's Office for STA Allocation

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 20-2

Resolution Approving the Revised 2019-2020 SB1 State of Good Repair Claim

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

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

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

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

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

WHEREAS, the State Controller's Office has informed MTS that there is a reduction of State of Good Repair allocation of \$174,476 for Fiscal Year 2019-20, its eligible State of Good Repair allocation for Fiscal year 2019-20 is \$4,589,380; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the Fiscal Year 2019-20 State of Good Repair amounts totaling \$4,589,380.

PASSED AND ADOPTED, by the Board of Directors this 16th day of January 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 20-2



BETTY T. YEE
California State Controller

November 21, 2019

County Auditors Responsible for State Transit Assistance funds
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

**SUBJECT: Reissuance of the fiscal year 2019-20 State of Good Repair Program
Allocation Estimate**

The State Controller's Office (SCO) is issuing a revision to the allocations stated in the summary schedule of State of Good Repair (SGR) program funds available to be allocated for fiscal year (FY) 2019-20, which was originally released on August 1, 2019. This revision includes a correction to previous funds available to be allocated for each Transportation Planning Agency (TPA), county transportation commission, and the San Diego Metropolitan Transit System for the purposes of Public Utilities Code (PUC) section 99312.1(c). Allocations for the SGR program are calculated pursuant to the distribution formulas in PUC sections 99313 and 99314. Enclosed is a schedule detailing the estimated available amount calculated pursuant to PUC section 99314 for each TPA by operator.

PUC section 99313 allocations are based on the latest available annual population estimates from the governor's Department of Finance. PUC section 99314 allocations are based on the revenue amount for each STA-eligible operator, determined from annual reports submitted to SCO per PUC section 99243.

According to the FY 2019-20 California Budget, the estimated amount of SGR funds budgeted is \$107,625,000. Prior to receiving an apportionment of SGR program funds in a fiscal year, an agency must submit a list of projects proposed to be funded to the Department of Transportation (DOT). The DOT reports to the Controller the eligible agencies that will receive an allocation quarterly pursuant to PUC sections 99313 and 99314. SCO anticipates that the first allocation to eligible agencies will be paid in December 2019. The adjustments were necessary due to clerical issues identified in certain transit agency reports. The SCO team understands the inconvenience this may cause and is taking steps to prevent this from recurring.

November 21, 2019

Page 2

We appreciate your patience with this correction. If you have any questions, please contact Evelyn Calderon-Yee at ecalderonyee@sco.ca.gov or 916-324-5919. Information for the SGR program can be found at the California Department of Transportation website at: <https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair>.

Sincerely,

(Original Signed By)

EVELYN CALDERON-YEE

Bureau Chief

Bureau of Payments

Enclosures

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM
ESTIMATED AVAILABLE AMOUNT SUMMARY

Att. B, AI 7, 1/16/20

REVISED
NOVEMBER 21, 2019

<u>Regional Entity</u>	Estimated Available 2019-20 Amount Based on PUC 99313 Allocation	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation	Total Estimated Available 2019-20 Amount Allocation C= (A + B)
	A	B	
Metropolitan Transportation Commission	\$ 10,490,248	\$ 28,775,741	\$ 39,265,989
Sacramento Area Council of Governments	2,620,265	936,525	3,556,790
San Diego Association of Governments	1,306,470	313,310	1,619,780
San Diego Metropolitan Transit System	3,210,938	1,378,442	4,589,380
Tahoe Regional Planning Agency	142,778	5,810	148,588
Alpine County Transportation Commission	1,567	55	1,622
Amador County Transportation Commission	51,611	2,055	53,666
Butte County Association of Governments	305,222	17,098	322,320
Calaveras County Local Transportation Commission	60,807	803	61,610
Colusa County Local Transportation Commission	29,808	1,006	30,814
Del Norte County Local Transportation Commission	36,930	1,435	38,365
El Dorado County Local Transportation Commission	230,031	16,210	246,241
Fresno County Council of Governments	1,372,346	160,119	1,532,465
Glenn County Local Transportation Commission	39,263	1,085	40,348
Humboldt County Association of Governments	182,397	50,924	233,321
Imperial County Transportation Commission	256,433	21,287	277,720
Inyo County Local Transportation Commission	25,059	0	25,059
Kern Council of Governments	1,235,175	88,192	1,323,367
Kings County Association of Governments	207,164	9,295	216,459
Lake County/City Council of Governments	87,700	5,207	92,907
Lassen County Local Transportation Commission	40,635	1,561	42,196
Los Angeles County Metropolitan Transportation Authority	13,819,564	18,032,819	31,852,383
Madera County Local Transportation Commission	215,016	5,055	220,071
Mariposa County Local Transportation Commission	24,351	650	25,001
Mendocino Council of Governments	119,963	9,799	129,762
Merced County Association of Governments	381,319	34,812	416,131
Modoc County Local Transportation Commission	12,942	1,110	14,052
Mono County Local Transportation Commission	18,352	28,417	46,769
Transportation Agency for Monterey County	600,312	207,882	808,194
Nevada County Local Transportation Commission	133,299	7,307	140,606
Orange County Transportation Authority	4,343,159	1,411,243	5,754,402
Placer County Transportation Planning Agency	420,402	60,330	480,732
Plumas County Local Transportation Commission	26,657	2,059	28,716
Riverside County Transportation Commission	3,288,705	552,162	3,840,867
Council of San Benito County Governments	83,960	1,604	85,564
San Bernardino County Transportation Authority	2,954,567	542,431	3,496,998
San Joaquin Council of Governments	1,038,295	269,052	1,307,347
San Luis Obispo Area Council of Governments	377,903	28,414	406,317
Santa Barbara County Association of Governments	612,683	169,510	782,193
Santa Cruz County Transportation Commission	370,461	343,835	714,296
Shasta Regional Transportation Agency	240,943	15,711	256,654
Sierra County Local Transportation Commission	4,331	202	4,533
Siskiyou County Local Transportation Commission	60,089	1,948	62,037
Stanislaus Council of Governments	753,361	46,146	799,507
Tehama County Transportation Commission	86,778	1,731	88,509
Trinity County Transportation Commission	18,448	811	19,259
Tulare County Association of Governments	645,729	56,124	701,853
Tuolumne County Transportation Council	73,574	2,288	75,862
Ventura County Transportation Commission	1,154,490	192,888	1,347,378
State Totals	\$ 53,812,500	\$ 53,812,500	\$ 107,625,000

Att. B, AI 7, 1/16/20

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	\$ NA	\$ 44,850
Santa Clara Valley Transportation Authority	NA	33,474
San Joaquin Regional Rail Commission	NA	140,458
Regional Entity Totals	0	218,782
	0	(218,782)
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	1,925,822,111	19,832,367
Central Contra Costa Transit Authority	11,848,761	122,020
City of Dixon	111,074	1,144
Eastern Contra Costa Transit Authority	6,226,930	64,126
City of Fairfield	2,454,050	25,272
Golden Gate Bridge Highway and Transportation District	128,150,389	1,319,709
Livermore-Amador Valley Transit Authority	5,247,501	54,039
Marin County Transit District	25,028,508	257,747
Napa County Transportation and Planning Agency	1,740,511	17,924
Peninsula Corridor Joint Powers Board	127,483,757	1,312,844
City of Petaluma	740,960	7,631
City of Rio Vista	111,909	1,152
San Francisco Bay Area Water Emergency Transportation Authority	34,734,635	357,702
San Mateo County Transit District	121,853,139	1,254,860
Santa Clara Valley Transportation Authority	348,840,497	3,592,405
City of Santa Rosa	2,403,879	24,755
Solano County Transit	5,281,022	54,385
County of Sonoma	3,386,887	34,879
Sonoma-Marin Area Rail Transit District	25,440,720	261,992
City of Union City	1,747,194	17,993
City of Vacaville	439,501	4,526
Western Contra Costa Transit Authority	7,568,808	77,945
Regional Entity Subtotals	2,786,662,743	28,697,417
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	44,850
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	33,474
Regional Entity Totals	2,786,662,743	28,775,741
Sacramento Area Council of Governments		
City of Davis (Unitrans)	3,064,565	31,559
City of Elk Grove	2,155,049	22,193
City of Folsom	623,141	6,417
County of Sacramento	1,119,245	11,526
Sacramento Regional Transit System	77,727,924	800,452
Yolo County Transportation District	5,012,875	51,623
Yuba Sutter Transit Authority	1,238,568	12,755
Regional Entity Totals	90,941,367	936,525

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

Att. B, AI 7, 1/16/20

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation
San Diego Association of Governments North County Transit District	30,424,011	313,310
San Diego Metropolitan Transit System San Diego Metropolitan Transit System San Diego Transit Corporation San Diego Trolley, Inc. Regional Entity Totals	31,939,460 61,783,746 40,130,381 <hr/> 133,853,587	328,917 636,257 413,268 <hr/> 1,378,442
Southern California Regional Rail Authority*** Los Angeles County Metropolitan Transportation Authority Orange County Transportation Authority Riverside County Transportation Commission San Bernardino County Transportation Authority Ventura County Transportation Commission Regional Entity Totals	NA NA NA NA NA 0 <hr/> 0	1,134,166 500,645 243,904 252,237 121,164 <hr/> 2,252,116 <hr/> (2,252,116)
Tahoe Regional Planning Agency Tahoe Transportation District	564,133	5,810
Alpine County Transportation Commission County of Alpine	5,370	55
Amador County Transportation Commission Amador Regional Transit System	199,599	2,055
Butte County Association of Governments Butte Regional Transit City of Gridley - Specialized Service Regional Entity Totals	1,640,161 20,144 <hr/> 1,660,305	16,891 207 <hr/> 17,098
Calaveras County Local Transportation Commission County of Calaveras	77,984	803
Colusa County Local Transportation Commission County of Colusa	97,681	1,006
Del Norte County Local Transportation Commission Redwood Coast Transit Authority	139,330	1,435
El Dorado County Local Transportation Commission El Dorado County Transit Authority	1,574,062	16,210

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Estimated Available
2019-20 Amount Based
on PUC 99314
Allocation

Regional Entity and Operator(s)	Revenue Basis	Allocation
Fresno County Council of Governments		
City of Clovis	1,691,653	17,421
City of Fresno	12,478,008	128,500
Fresno County Rural Transit Agency	1,378,719	14,198
Regional Entity Totals	15,548,380	160,119
Glenn County Local Transportation Commission		
County of Glenn Transit Service	105,376	1,085
Humboldt County Association of Governments		
City of Arcata	238,899	2,460
City of Blue Lake	0	0
City of Eureka	1,103,559	11,365
Humboldt Transit Authority	3,602,485	37,099
Regional Entity Totals	4,944,943	50,924
Imperial County Transportation Commission		
Imperial County Transportation Commission	2,046,063	21,071
Quechan Indian Tribe	21,014	216
Regional Entity Totals	2,067,077	21,287
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	83,020	855
City of California City	20,871	215
City of Delano	147,093	1,515
Golden Empire Transit District	6,407,925	65,990
County of Kern	1,137,877	11,718
City of McFarland	15,037	155
City of Ridgecrest	208,177	2,144
City of Shafter	58,829	606
City of Taft	426,961	4,397
City of Tehachapi	28,664	295
City of Wasco	29,374	302
Regional Entity Totals	8,563,828	88,192
Kings County Association of Governments		
City of Corcoran	116,255	1,197
Kings County Area Public Transit Agency	786,362	8,098
Regional Entity Totals	902,617	9,295
Lake County/City Council of Governments		
Lake Transit Authority	505,595	5,207
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	151,619	1,561

Att. B, AI 7, 1/16/20

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	19,170,688	197,422
City of Arcadia	1,497,685	15,423
City of Claremont	547,365	5,637
City of Commerce	4,428,702	45,607
City of Culver City	15,486,831	159,485
Foothill Transit Zone	67,873,297	698,968
City of Gardena	13,850,884	142,638
City of La Mirada	770,009	7,930
Long Beach Public Transportation Company	54,963,745	566,024
City of Los Angeles	92,932,856	957,035
County of Los Angeles	5,587,765	57,544
Los Angeles County Metropolitan Transportation Authority	1,235,116,553	12,719,390
City of Montebello	19,894,910	204,880
City of Norwalk	8,492,893	87,461
City of Redondo Beach	2,931,763	30,192
City of Santa Clarita	23,386,832	240,841
City of Santa Monica	49,504,384	509,803
Southern California Regional Rail Authority***	218,691,705	NA
City of Torrance	24,506,666	252,373
Regional Entity Subtotals	1,859,635,533	16,898,653
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	1,134,166
Regional Entity Totals	1,859,635,533	18,032,819
Madera County Local Transportation Commission		
City of Chowchilla	235,253	2,423
City of Madera	203,280	2,093
County of Madera	52,381	539
Regional Entity Totals	490,914	5,055
Mariposa County Local Transportation Commission		
County of Mariposa	63,099	650
Mendocino Council of Governments		
Mendocino Transit Authority	951,502	9,799
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,736,430	17,882
Yosemite Area Regional Transportation System (YARTS)	1,644,002	16,930
Regional Entity Totals	3,380,432	34,812
Modoc County Local Transportation Commission		
Modoc Transportation Agency - Specialized Service	107,807	1,110

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Att. B, AI 7, 1/16/20

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation
Mono County Local Transportation Commission Eastern Sierra Transit Authority	2,759,425	28,417
Transportation Agency for Monterey County Monterey-Salinas Transit	20,186,410	207,882
Nevada County Local Transportation Commission County of Nevada	390,192	4,018
City of Truckee	319,369	3,289
Regional Entity Totals	709,561	7,307
Orange County Transportation Authority City of Laguna Beach	2,405,038	24,767
Orange County Transportation Authority	86,018,663	885,831
Regional Entity Subtotals	88,423,701	910,598
Orange County Transportation Authority - Corresponding to SCRRA***	NA	500,645
Regional Entity Totals	88,423,701	1,411,243
Placer County Transportation Planning Agency City of Auburn	21,850	225
County of Placer	4,593,182	47,301
City of Roseville	1,243,374	12,804
Regional Entity Totals	5,858,406	60,330
Plumas County Local Transportation Commission County of Plumas	112,493	1,158
County Service Area 12 - Specialized Service	87,506	901
Regional Entity Totals	199,999	2,059
Riverside County Transportation Commission City of Banning	215,749	2,222
City of Beaumont	239,445	2,466
City of Corona	372,538	3,836
Palo Verde Valley Transit Agency	119,828	1,234
City of Riverside - Specialized Service	443,069	4,563
Riverside Transit Agency	16,090,992	165,707
Sunline Transit Agency	12,451,750	128,230
Regional Entity Subtotals	29,933,371	308,258
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	243,904
Regional Entity Totals	29,933,371	552,162
Council of San Benito County Governments San Benito County Local Transportation Authority	155,747	1,604

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Att. B, AI 7, 1/16/20

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,119,708	11,531
Mountain Area Regional Transit Authority	462,522	4,763
City of Needles	52,876	545
Omnitrans	22,013,739	226,700
Victor Valley Transit Authority	4,530,447	46,655
Regional Entity Subtotals	28,179,292	290,194
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	252,237
Regional Entity Totals	28,179,292	542,431
San Joaquin Council of Governments		
Altamont Corridor Express *	21,244,873	NA
City of Escalon	52,972	546
City of Lodi	785,357	8,088
City of Manteca	52,410	540
City of Ripon	27,647	285
San Joaquin Joint Powers Authority	0	0
San Joaquin Regional Transit District	11,407,376	117,475
City of Tracy	161,202	1,660
Regional Entity Subtotals	33,731,837	128,594
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	140,458
Regional Entity Totals	33,731,837	269,052
San Luis Obispo Area Council of Governments		
City of Arroyo Grande - Specialized Service	0	0
City of Atascadero	37,499	386
City of Morro Bay	35,785	369
City of Pismo Beach - Specialized Service	0	0
City of San Luis Obispo Transit	777,520	8,007
San Luis Obispo Regional Transit Authority	1,680,458	17,306
South County Area Transit	227,853	2,346
Regional Entity Totals	2,759,115	28,414
Santa Barbara County Association of Governments		
City of Guadalupe	74,621	768
City of Lompoc	1,065,309	10,971
County of Santa Barbara	224	2
Santa Barbara County Association of Governments (SBCAG)	1,056,667	10,882
Santa Barbara Metropolitan Transit District	13,348,752	137,467
City of Santa Maria	837,886	8,629
City of Solvang	76,790	791
Regional Entity Totals	16,460,249	169,510
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	33,388,127	343,835

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

Att. B, AI 7, 1/16/20

STATE CONTROLLER'S OFFICE
2019-20 STATE OF GOOD REPAIR PROGRAM ESTIMATED AVAILABLE AMOUNT
BASED ON PUC 99314 ALLOCATION DETAIL
REVISED
NOVEMBER 21, 2019

Regional Entity and Operator(s)	Revenue Basis	Estimated Available 2019-20 Amount Based on PUC 99314 Allocation
Shasta Regional Transportation Agency Redding Area Bus Authority	1,525,574	15,711
Sierra County Local Transportation Commission County of Sierra - Specialized Service	19,627	202
Siskiyou County Local Transportation Commission County of Siskiyou	189,129	1,948
Stanislaus Council of Governments City of Ceres	68,984	710
City of Modesto	3,309,400	34,081
County of Stanislaus	772,640	7,957
City of Turlock	329,988	3,398
Regional Entity Totals	4,481,012	46,146
Tehama County Transportation Commission County of Tehama	168,070	1,731
Trinity County Transportation Commission County of Trinity	78,726	811
Tulare County Association of Governments City of Dinuba	218,598	2,251
City of Porterville	837,876	8,629
City of Tulare	550,504	5,669
County of Tulare	914,810	9,421
City of Visalia	2,910,774	29,976
City of Woodlake	17,283	178
Regional Entity Totals	5,449,845	56,124
Tuolumne County Transportation Council County of Tuolumne	222,204	2,288
Ventura County Transportation Commission City of Camarillo	203,934	2,100
Gold Coast Transit District	5,458,596	56,213
City of Moorpark	269,530	2,776
City of Simi Valley	485,141	4,996
City of Thousand Oaks	547,528	5,639
Regional Entity Subtotals	6,964,729	71,724
Ventura County Transportation Commission - Corresponding to SCRRRA***	NA	121,164
Regional Entity Totals	6,964,729	192,888
STATE TOTALS	\$ 5,225,463,050	\$ 53,812,500

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

KEARNY MESA DIVISION (KMD) CONCRETE LOT PAVEMENT REHABILITATION–
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. PWB303.0-20 (in substantially the same format as Attachment A) with Miramar General Engineering, a Small Business (SB), for the concrete paving replacement work at the KMD in the amount of \$422,571.00.

Budget Impact

The value of this agreement will not exceed \$422,571.00 and is funded under the MTS Capital Improvement Program account 3006101901.

DISCUSSION:

The existing bus parking lot at the KMD Bus Maintenance Facility was paved entirely with concrete when the division was originally built in 1988. The paved parking lot consists of a 6" thick section of concrete over a 4" thick section of aggregate base. This thin section is not robust enough to support the constant loads of the buses and has resulted in areas of large cracking at the surface of the concrete paving, creating an unsafe condition for staff and potential to cause damage to the underside of the buses.

The KMD Concrete Lot Pavement Rehabilitation project consists of the phased removal and replacement of approximately 12,000 SF of concrete paving. The new concrete paving will consist of a 12" thick section of concrete over an 8" section of aggregate base, which is necessary to support the load of the buses.



On October 24, 2019 staff issued an Invitation for Bids (IFB). Seven bids were received by the due date of November 21, 2019.

KMD Concrete Paving Rehab	
COMPANY NAME	BID AMOUNT
<i>Miramar</i>	\$488,871.00
<i>Portillo</i>	\$528,610.00
<i>Southwest</i>	\$572,706.80
<i>HSSC</i>	\$639,675.18
<i>Blue Pacific</i>	\$677,190.00
<i>Alvaraz & Shaw</i>	\$792,080.97
<i>PAL</i>	\$1,307,700.00
<i>ICE</i>	\$541,586.00

Based on the bids received, and in comparison with the independent cost estimate, Miramar General Engineering's price of \$488,871.00 was determined to be fair and reasonable.

The base bid included four alternates; however MTS will only be executing the Base, Add Alt 1 and Add Alt 4. Add Alt 2 and 3 included additional areas of concrete that are a low priority and will not be executed at this time. The contract value is as follows:

DESCRIPTION	MIRAMAR BID AMOUNT	TO BE EXERCISED
BASE	\$347,971.00	\$347,971.00
ADD ALT 1	\$35,500.00	\$35,500.00
ADD ALT 2	\$32,800.00	0.00
ADD ALT 3	\$33,500.00	0.00
ADD ALT 4	\$39,100.00	\$39,100.00
TOTAL AWARD	\$488,871.00	\$422,571.00

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWB303.0-20 (in substantially the same format as Attachment A) with Miramar General Engineering, a SB, for the replacement of concrete paving at KMD in the amount of \$422,571.00.

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

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

Attachment: A. Draft MTS Doc. No. PWB303.0-20

B. Site Map

MTS Doc. No. PWB303.0-20

STANDARD CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2020, 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: Miramar General Engineering Address: 1827 Cleveland Ave.
National City, CA 91950
 Form of Business: Corp
 (Corporation, Partnership, Sole Proprietor, etc.) Email: alex@miramargeneral.com
 Telephone: 858-4088-7191

Authorized person to sign contracts
Alex Karaja President
 Name Title

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

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

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:

KMD CONCRETE REHAB

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 the Base Work required by the Contract Documents within **110 calendar days** from the commencement date stated in the Notice to Proceed. Each additional Add Alternate section that is exercised shall be completed

within an additional 5 calendar days. 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 twenty-two thousand five hundred seventy-one dollars (\$422,571.00). 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 **\$750** 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.

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	MIRAMAR GENERAL ENGINEERING
By:	By:
Paul Jablonski Chief Executive Officer	
Approved as to form:	Title: _____
By:	_____
Karen Landers General Counsel	





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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 01/09/20**

SUBJECT:

RAIL CAR MAINTENANCE TRAINING CONSORTIUM AGREEMENT - CONTRACT
EXTENSION

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to ratify the original agreement G1867.0-16 and Amendment No. 1 (Attachments B and C respectively), and execute Amendment No. 2 (in substantially the same format as Attachment A), with Transportation Learning Center for the Rail Car Maintenance Training Consortium Agreement, in the amount of \$128,000.

Budget Impact

The total value of this agreement will now increase from \$80,000 to \$128,000. Funding will be from the Light Rail Vehicle (LRV) Maintenance Training Budget 350016 - 571190.

DISCUSSION:

In January 2016, MTS contracted with the American Public Transportation Association (APTA) and Transportation Learning Center to join the Rail Car Maintenance Training Consortium (Consortium), which provides instructional development of rail car maintenance training programs. The Consortium consists of transit authorities operating light rail equipment that serve as Subject Matter Experts (SMEs) to aid APTA in developing instructional materials and best practices to align with changing technologies in the rail industry. Participating authorities pay a membership fee to help fund the Consortium's work, participate in meetings, review proposed training materials, and use the developed curriculum to train new apprentices and legacy employees in rail car maintenance.



APTA provides the Consortium instructional development and research services and the finished digital and printed training media. Consortium members participate as SMEs by attending meetings in person annually and online periodically.

To-date, the Consortium has developed full technical training programs for the rail car technician in thirty-five (35) different on-board systems. Continued participation will further expand the curriculum and provide MTS with ongoing training for existing staff on new technologies as well as a full training system for its apprentices new to rail car maintenance.

The original contract was from January 2, 2016 to December 31, 2017 for \$40,000. Amendment No. 1 was from January 3, 2018 to December 31, 2019 for \$40,000. Under Amendment No. 2, MTS will be extending the contract from January 3, 2020 to December 31, 2022 for \$48,000 (\$16,000 membership fee per year), bringing the new contract total to \$128,000.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to ratify the original agreement G1867.0-16 and Amendment No. 1, and execute Amendment No. 2 (in substantially the same format as Attachment A), with Transportation Learning Center for the Rail Car Maintenance Training Consortium Agreement, in the amount of \$128,000.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. MTS Doc. No. G1867.2-16
B. MTS Doc. No. G1867.0-16
C. MTS Doc. No. G1867.1-16

**Rail Car Training Consortium Agreement with
San Diego Metropolitan Transit System
September 2019
MTS Doc. No. G1867.2-16**

This Agreement (“Agreement”) is made effective this _____ day of _____ (the “Effective Date”), by San Diego Metropolitan Transit System (San Diego MTS) (San Diego, CA) and the Transportation Learning Center (the Center).

WITNESSETH:

WHEREAS, this Agreement sets forth the terms and conditions under which the Center, a not-for-profit 501(c)(3) organization, shall provide the services as described below and in the Statement of Work (Appendix A, known collectively as the “Services”) for the benefit of various public transportation agencies and unions, known collectively as the Rail Car Training Consortium (the Consortium);

WHEREAS, the Consortium members have agreed to collaborate on and individually provide funding to develop the training products designed to improve the performance of Consortium member employees and union members responsible for maintenance and repair of Rail Car systems;

WHEREAS, the Consortium members include San Diego MTS as a member, and other public transportation and railroad agencies, certain associated union organizations, and educational institutions;

Now, **THEREFORE**, in consideration of the mutual obligations specified in this Agreement and any compensation paid to the Center for its services, the Center and San Diego MTS agree to the following:

1. Center Responsibilities:

The Center shall:

- Facilitate the activities of the Consortium and convene regular meetings of the Consortium members.
- Be responsible for developing a detailed, annual work plan and budget, under the direction of the Consortium members.
- Be responsible for fully implementing the work plan and create the desired products.
- The Center will continue its website hosting and maintenance of the repository for rail car maintenance courseware www.TransitTraining.net and the Consortium member cloud-based resource sharing sites.

- The Center will use its best efforts to create the desired products. The areas of focus may include the following:
 - Rigorous validation of courseware developed in the initial phases of the Consortium work.
 - Conduct pilot programs at Member locations where data is collected from pre/post test scores and instructor and participant surveys and analyzed.
 - Incorporate any resulting edits from the pilot activities into the courseware.
 - Update courseware to meet changes in technology as needed.
- Create new instruction-ready courseware. Topics may include:
 - Networking/Train-to-Wayside Communications.
 - Rerailing (possible add-on to Course 100).
 - Pre-departure Inspection (possible add-on to Course 100).
 - Overhaul and Rebuild of Rail Car Systems.
- One (1) Consortium-wide Level 1 Train-the-Trainer session for up to ten (10) current or future maintenance trainers from member locations. Each location is eligible for one seat on a first-come first-served basis. Agencies will cover travel expenses of participating trainers. The delivery date will be determined by member needs.
- One (1) Consortium-wide Level 2 Train-the-Trainer session for up to ten (10) experienced maintenance trainers from member locations, budget allowing. This Train-the-Trainer will focus on intermediate to advanced topics including courseware design, development and improvements.
- Create e-Learning modules and instructional videos based on member needs.
- Local technical assistance in the area of training implementation. Tasks may include courseware pilot and implementation, skills gap analysis, training customization, local implementation of training and apprenticeship programs, assistance with college credit and partnership with educational institutions.
- Coordinate all live meetings and travel arrangements. The Center will either pay directly for or reimburse reasonable travel costs (as outlined by Travel Policies and Procedures) for two (2) Subject Matter Experts from each member location to attend each live meeting.

2. San Diego Metropolitan Transit System Responsibilities

- San Diego MTS shall appoint one (1) agency representative and the local union representing the Rail Car workers shall appoint one (1) labor representative to serve as a Consortium Subject Matter Experts (SMEs). Subject Matter Experts are assigned by agencies and local unions from rail transit systems participating in the Consortium. These representatives will help advance and review the work of the Consortium, and participate in the in-person and online meetings to develop and validate courseware. The structure and governance of the Consortium is subject to change, based on full

consultation with all participating members, including San Diego MTS.

- San Diego MTS shall collaborate with the other Consortium Members and the Center to the extent: permitted by applicable laws, statutes and regulations; standard industry practices; and not prohibited by any other applicable agreement, including but not limited to collective bargaining agreements. Any such collaboration shall be facilitated by the Center. The Center is hereby granted permission by the Member to use the results of the collaborative work to update training products designed to improve the Members' performance of maintenance and repair of Rail Car systems.

3. Membership Fees, Term, and Payment Schedule: To cover the costs incurred by the Center in carrying-out its responsibilities to the Consortium, each Consortium Member shall pay to the Center an annual membership fee (Membership Fee). The amount of the Membership Fee to be paid by each Member shall be based on that Member's ridership as an indicator of its size. At the time of execution of this Membership Agreement, the Membership Fees shall be as follows:

- \$24,000/year for large agencies with more than 50 million annual unlinked rail passenger trips
- \$16,000/year for agencies with more than 15 and less than 50 million annual unlinked rail passenger trips
- \$10,000/year for agencies with less than 15 million annual unlinked rail passenger trips

Based on the number of San Diego MTS' annual unlinked rail passenger trips, San Diego MTS shall make three (3) payments of \$16,000 each. The payment schedule will be:

PAYMENT DATE	AMOUNT
January 3, 2020 Or within thirty (30) days of full execution and delivery of this Agreement	\$16,000
January 3, 2021	\$16,000
January 3, 2022	\$16,000

Membership Fee payments shall be made payable to and addressed as follows:

Transportation Learning Center
8403 Colesville Road, Suite 825
Silver Spring, Maryland 20910.

By signing this Membership Agreement, the Member agrees that it will be a Member for at least three years, as an "Initial Membership Period" and will pay the annual Membership Fee for each of those three years during that Initial Membership Period. The Initial Membership Period shall commence on January 3, 2020 to December 31, 2022.

4. Contract Renewal

Beyond the three-year Initial Membership Period, membership will continue on an annual basis in accordance with this section. After the conclusion of the Initial Membership Period on December 31, 2022, annual membership, which shall run on a calendar year basis, can be renewed or terminated. By December 31 of each year commencing with 2022, the Member shall notify the Center of its intention to renew or terminate its membership for the next upcoming year. The Center shall subsequently notify the Member of acceptance of renewal or of termination of membership. Renewed membership after the Initial Membership Period shall continue to be subject to this Membership Agreement, as it may be modified by a mutually accepted writing.

Annual Membership Fees shall be due and payable for each membership year after the Initial Membership Period, just as described above for the three years of the Initial Membership Period. The amount of the annual Membership Fee for each year after the Initial Membership Period shall continue as stated above, unless modified in a writing signed by both the Center and the Member.

Should a member choose to terminate its membership after the Initial Membership Period, the Member will no longer be granted access to the Transit Training Network; be able to utilize the Center Services as described hereunder; be able to participate in the collaborative work of the Consortium; nor have access to any updated or new materials created by the Center or the Consortium.

5. Right to Terminate: Notwithstanding anything to the contrary contained herein, the Member reserves the right to terminate this Agreement and its Consortium Membership effective either: 1) on the first anniversary date of the Initial Membership Period; or 2) on the anniversary date thereafter, upon thirty (30) days' prior written notice to the Center. Upon the effective termination date, Agency Name will no longer be required to pay the Membership Fee.

6. Invoices, Late Payment or Non Payment: Invoices are payable within 30 days of receipt. Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. Thirty (30) days after an invoice becomes overdue, access to Rail Car Consortium related materials on TransitTraining.net will be temporarily cut off for the San Diego MTS SMEs and other employees, until payment occurs. If San Diego MTS has not paid an invoice for more than 90 days, the Center may refer collection of the unpaid amount to an attorney or collections agency. San Diego MTS agrees to pay all reasonable attorney's fees and or other fees or costs if the account is placed with an attorney for collection.

7. Intellectual Property: All materials, including intellectual property and electronic documents developed by Licensor (Transportation Learning Center) in consultation with members of the Rail Car Consortium, will remain the property of the Licensor. Subject to the terms of this Agreement, Licensor hereby grants to Licensee (San Diego MTS) a nonexclusive, perpetual, fully paid-up license to utilize any documents or materials delivered under this contract solely for training of their own employees. Licensee does not have the right to sublicense or transfer these rights, or to reproduce the materials created by the

Consortium in order to sell or license such property for use by third parties, unless expressly approved in writing by the Licensor and all members of the Consortium. Licensee shall not share the Intellectual Property with any non-Member agency entity or any business or entity outside the Member's geographic operating area, unless expressly approved in writing by the Licensor and all Consortium members.

The Licensor shall manage any such intellectual property rights for the general benefit of then-current members of the Consortium, consistent with the purposes of the Consortium and this agreement. San Diego MTS agrees to share courseware already developed with a clear, written understanding that no warranty is expressed or implied in the provision of the courseware and that San Diego MTS, merely by providing the courseware, has no responsibility for and no liability arising from any subsequent problems with Rail Car systems in the agency receiving the courseware.

Materials shared by Consortium members remain the property of the member, so another member may not use or share them, in whole or in part, without permission of the owner, except, of course, insofar as elements of the materials are incorporated into Consortium materials, which materials fall under the restrictions outlined above.

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. The Agreement shall be deemed binding upon signature, without regard to the status of other signatories. Signed:

For the Transportation Learning Center

John K. Clark, Executive Director

Date

For San Diego Metropolitan Transit System

Paul Jablonski
Chief Executive Director

Date

MTS Doc.No. G1867.0-16

Rail Car Maintenance Training Consortium Agreement with San Diego Metropolitan Transit System November 2015

This Agreement ("Agreement") is made effective this 04, January 2016 day of November, 2015 (the "Effective Date"), by and among the San Diego Metropolitan Transit System (MTS); the American Public Transportation Association (APTA); and the Transportation Learning Center, Inc. (the Center).

This Initial Agreement sets forth the terms and conditions under which the Transportation Learning Center, Inc. shall provide the following services as described below and in the Statement of Work (Appendix A) for the benefit of various transit agencies and unions, known collectively as the Rail Car Maintenance Training Consortium (the Consortium). The Consortium shall provide funding and other assistance to the Center to facilitate the delivery of the services and products and APTA shall facilitate the delivery of funds from the Consortium members to the Center. Attached to this agreement are Appendix A, the Statement of Work (SOW); Appendix B, the Budget; and Appendix C, the list of the initial transit agency and international union members of the Consortium.

Consortium Membership: The Consortium members include the public transportation and railroad agencies that are signatories to this Agreement, as well as certain associated union organizations. The Consortium may, in the future, expand membership to include Original Equipment Manufacturers and other vendors to the transit and passenger rail systems. Agency and participating unions shall appoint agency and union personnel to serve on the Consortium Joint Steering Committee (defined in the SOW, Appendix A). The Joint Steering Committee (JSC) will help advance and review the work of the Consortium. Committee members will designate labor and management co-chairs of the Joint Steering Committee.

Responsibilities: The Center shall facilitate the activities of the Consortium and shall work with Consortium leadership to convene regular meetings of the Joint Steering Committee. The Center also bears the responsibility for developing a detailed, annual work plan and budget, under the direction of the Joint Steering Committee, consistent with the attached Statement of Work (Appendix A) and Budget (Appendix B). Under the continuing direction of the Consortium, the Center is responsible for fully implementing the work plan. The final set of products shall include detailed courseware and a system of training consistent with the industry-developed standards for Rail Car training and maintenance adopted by APTA's standards process.

Consortium member representatives shall direct and supervise the Center's work through its participation in the Joint Steering Committee. Between regular meetings of the Joint Steering Committee, Co-Chairs of the Consortium shall exercise appropriate oversight of the Center's administration, including approval of

Rail Car Maintenance Training Consortium

() Agreement
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contracts that exceed \$10,000 per year.

In-kind matching resources from participating locations, above and beyond the Consortium member cash contributions, will also be used to support project activities and outcomes. Subject Matter Experts (SMEs) from the participating agencies will be actively involved in-person meetings, frequent webinars and individual SME work. Consortium members will provide the Center with the required documents to track in-kind resources for the purpose of reporting to the FTA. The Center will keep track of SME participation in webinars, conference calls, and face to face meetings while the agency will be responsible for providing the Center with official documentation of participating SMEs regular rate of pay to include fringe benefits.

Project Funding: The Consortium members have agreed to collaborate on and fund development of the training products designed to improve the performance of Consortium member employees and union members responsible for maintenance and repair of rail car vehicles, as set forth in the Statement of Work. To facilitate creation of these training products, the Consortium and its members will provide funding to the Center and the Center will undertake its best efforts to create the desired products.

Payment Schedule: The total projected cost of the project over two years is a minimum of \$800,000. If additional agencies join, the scope of work will be expanded. The Center and the Consortium have received an award from the Federal Transit Administration to provide \$400,000 total funding for the initial twenty four months of the Consortium's work. In general, participating agencies will pay four (4) equal semi-annual Railcar Consortium payments to APTA with the amount of the semi-annual payments determined by size of the agency:

- \$15,000 for large agencies with more than 50 million annual unlinked rail passenger trips;
- \$10,000 for agencies with more than 15 and less than 50 million annual unlinked rail passenger trips;
- \$5,000 for agencies with less than 15 million annual unlinked rail passenger trips.

The first payment is due upon execution of the agreement but no later than Nov. 30, 2015, with the next payment due April 1, 2016, followed by payments on: October 1, 2016 and April 1, 2017. These payments shall only cover the original deliverables described in the SOW (Appendix A).

At the request of San Diego Metropolitan Transit System, the parties agree that MTS will evaluate the results and deliverables of the project at the end of the first year and determine to continue or terminate future participation. If MTS decides to terminate participation, it will be relieved of payments due on October 1, 2016 and April 1, 2017. However, MTS will continue to be responsible for any unpaid amount from the first two payments.

Rail Car Maintenance Training Consortium

() Agreement

Page 2

MTS Doc. No. G1867.0-16

In order to complete the entire suite of rail car courseware, Consortium members will need to pursue an agreement at the end of the two year period for an additional two year period. Prior to the end of this two year period, the Center will provide the Joint Steering Committee with a Statement of Work and Proposed Budget for the additional two year period beyond the FTA grant agreement.

In-kind matching resources from participating locations, above and beyond the Consortium member cash contributions, will also be used to support project activities and outcomes. Subject Matter Experts (SMEs) from the participating agencies will be actively involved in-person meetings, frequent webinars and individual SME work. In-kind contributions will be utilized as required federal fund match. In-kind contributions will not serve as a substitute for all or part of a participant's cash contributions as described in the Payment Schedule.

Intellectual Property: The Center shall hold exclusive intellectual property rights to the fullest extent feasible, subject to conditions imposed through any FTA or other federal grant, for any material developed under the Statement of Work by the Center, its agents, contractors, or subcontractors. The Center shall manage said intellectual property rights for the general benefit of then-current members of the Consortium, consistent with the purposes of the Consortium and this agreement. Individual Consortium members agree to share courseware already developed with all other members of the Consortium with a clear, written understanding that no warranty is expressed or implied in the provision of the courseware and that the agency providing the courseware has no responsibility for any subsequent problems with rail car vehicle maintenance in the agency receiving the courseware.

APTA Participation: APTA shall facilitate the transfer of payments made by the Consortium members to the Center. Signatory public transportation agencies shall remit appropriate payments to APTA and APTA shall promptly transfer such funds to the Center.

The parties acknowledge and agree that APTA shall have no responsibility under this Agreement other than to deliver funds received from Consortium members to the Center for the purpose of funding the Consortium work as set forth in the Statement of Work. Without limiting the general nature of the foregoing, the parties specifically acknowledge and agree that APTA shall not be responsible in any manner for any aspect of any work undertaken or not undertaken, including the quality, completeness, fitness for any purpose, or completion of any product or work, or for the security, accounting, or expenditure of any funds delivered to the Center.

The parties, collectively, individually, and in any combination, agree to indemnify, defend, and hold harmless APTA, its directors, officers, employees, agents, contractors, members, and affiliates against any claims, litigation, or other action of any nature in any forum related to this Agreement.

Rail Car Maintenance Training Consortium

() Agreement

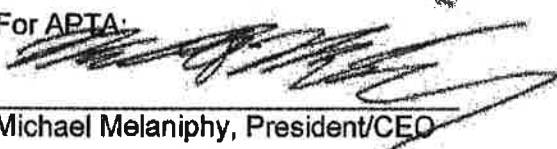
Page 3

MTS Doc. No. G1867.0-16

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. The Agreement shall be deemed binding upon signature, without regard to the status of other signatories.

Signed

For APTA:


Michael Melaniphy, President/CEO

1/4/16

Date


For the Transportation Learning Center


John K. Clark, Executive Director

12/29/2015

Date

For San Diego Metropolitan Transit System


Paul Jablonski, CEO

12/22/15

Date

(Please Print name) PAUL C. JABLONSKI

\$10,000 Payments due in Year 1:

- Date of Execution;
- April 1, 2016

\$10,000 Payments due if San Diego MTS decides to continue participation after Year 1:

- October 1, 2016;
- April, 1, 2017

Appendix A. Statement of Work for Rail Car Maintenance Training Consortium

The Rail Car Consortium will require four years to complete the full scope of work. This project has secured FTA matching funds for the initial twenty four months of work. Prior to the conclusion of the first twenty four months, the Center will explore any possibility of public funding and will present the Consortium with a statement of work for the additional twenty four months of work.

The schedule of Tasks and Deliverables in the Work Plan (Chart B) represents a baseline plan for the Rail Car Consortium. The Consortium's all-members Joint Steering Committee will review and finalize this plan at the first Committee meeting.

Both the Joint Steering Committee and the SME Courseware Development Team (CDT) will use Internet and telecommunications technology to the greatest extent feasible to maximize coordination while reducing coordination costs. The Center's TransitTraining.net website will be used for the Rail Car Consortium to schedule meetings, submit draft materials, and finalize versions of training materials. Webinars supported by materials on TransitTraining.net will be used for coordination and live courseware development between face-to-face meetings.

Task 1: Project Reporting

On a quarterly basis, the Center will submit financial and progress reports to FTA that will provide an overview of the budget for each quarter and the goals and achievements of each quarter. During Consortium CDT and Technical Oversight meetings, Consortium members will also be updated on project milestone achievements.

At the completion of this project, the Center will produce a final report that will provide a project description analyzing the project's initial goals, measuring its achievements against those goals, and discussing lessons learned. It will present performance measurements including direct outcomes and impact on the individuals and communities affected, the participating agencies, and the industry overall.

Task 2: Analyze Needs, Scan Existing Materials, and Create Development Plan

As with the Transit Elevator/Escalator and Signals Consortium, a detailed Consortium-wide needs analysis will precede the development of detailed courseware by the Rail Car Consortium. The project team will survey the range of technologies among participating transportation agencies and their existing courseware. Based on survey responses, Center staff will produce a synthesis report on the current and future needs of Rail Car technicians within the public transportation industry. This report will be disseminated to the industry. This task will conclude with an all-locations meeting to review and adopt the final work plan.

Task 3: Develop Training Materials and Detailed Courseware for Rail Car Maintenance through SME-Based Instructional System Design

Rail Car SMEs will work together with the Center's Instructional System Designers to prepare classroom-ready materials that can be taught by technical instructors at public

transportation locations. For each course, these materials will include a range of materials, such as curriculum outline resources to support existing textbooks for foundational courses and newly developed course books that are the equivalent of a textbook. To develop these materials, SME committees will review the existing standards through a rigorous Instructional System Design (ISD) process and develop the materials needed to support and expand on the learning objectives.

At the end of the first twenty four months, the Consortium will have finished development of the four courses: Trucks & Axles, Propulsion & Dynamic Braking, Friction Brakes, and Doors. These courses will be complete with course books (where previous texts do not exist), PowerPoint presentations and instructor guides. Consultation with the industry has identified those materials as having the most immediate need and impact.

Task 4: Develop and Deliver Courseware for Train the Trainer

Center staff will work along with the agency representatives on the Courseware Development Teams (CDTs) to develop and deliver courseware to train instructors and mentors in the organizations carrying out the pilots on broad training concepts and the specific layout and content of the courseware developed through the Rail Car Consortium.

Task 5: Pilot Rail Car Courseware

The Center will coordinate with location partners to support piloting Rail Car courseware modules as they are developed. This is an ongoing activity and is dependent on agency training schedules. Course evaluations will be provided and suggested changes will be incorporated into final versions of the training materials. Instructor and mentor training are integral parts of the pilot. The Center will work with agencies to establish mentorship programs for Rail Car technicians, particularly new hires.

Technicians at the pilot locations will have the option to gain qualification within the 200 and 300 levels through the full Rail Car training and qualification system established in TCRP E-7 and the Rail Vehicle Technician apprenticeship developed under E-7 and approved by US DOL. Participants who complete the pilot training and successfully pass the written and hands on assessments will be provided with a nationally recognized portable qualification within that subject area. The Center will also work with participating agencies to establish or improve existing systems of Rail Car training and apprenticeship by providing technical assistance in areas such as apprenticeship registration, mentor training, and OEM training integration.

Task 6: Assess credits Consortia Curriculum/Courseware and/or assessments.

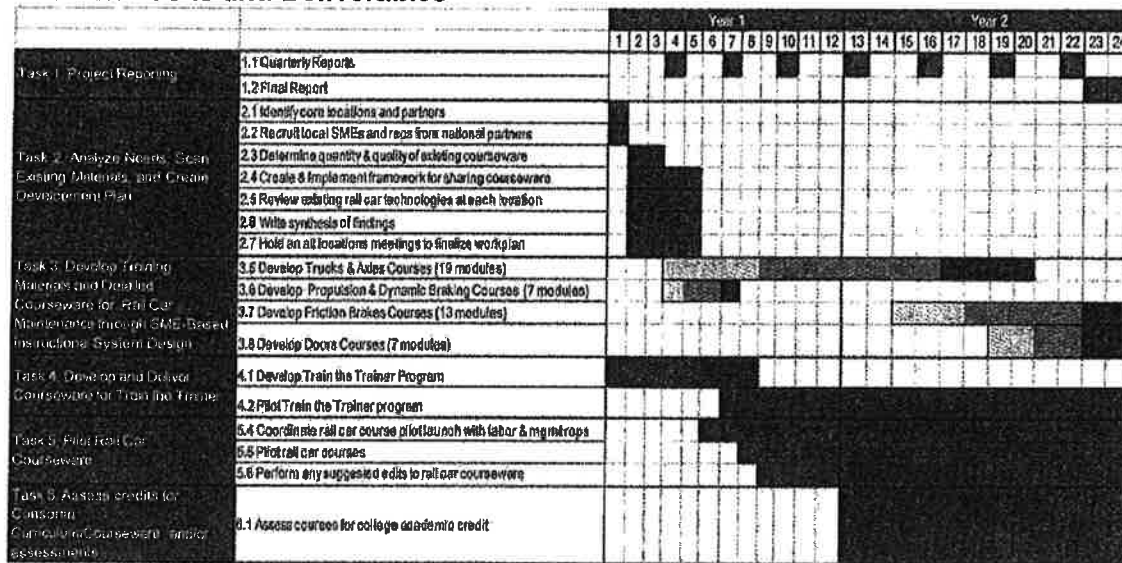
After the Rail Car materials have been developed, the Rail Car Consortium will choose the equivalent of at least 4 and no more than 5 courses across no more than two disciplines to be assessed by the National College Credit Recommendation Service (NCCRS) for college-level academic credit. The Center will also work with NCCRS to begin to establish national registry linkages that will allow individuals who complete assessed training to obtain college credit and a college transcript for that training. The Center and NCCRS will coordinate efforts on obtaining college credit with US DOL's

Registered Apprenticeship College Consortium and put top priority on assessing training that is in registered apprenticeship programs.

Task 7: Review Progress and Finalize Work Plan for Phase II

At month 20, the representatives from all participating organizations will meet for an in-depth review of progress made and materials developed up to that point. At that national meeting, a workplan and budget will be presented to locations for review for the final twenty four months of the project. The Consortium will use this meeting to determine future commitment to the successful completion of this project.

In addition to the tasks described in the above tasks, Consortium members will have the opportunity to participate in the development of a standards-based Transit Core Competencies curriculum (TC3). This curriculum will be used to train and prepare youth, minorities, women, low-income populations, rural and tribal populations, and other underserved populations for entry into public transportation careers. It will also include further development of education pathways through academic credit assessment of segments of the curriculum and building partnerships with K-12 Career and Technical Education (CTE) systems, colleges, and adult education centers. Participating Consortium members will provide SMEs to assist with curriculum development and work with Center staff to facilitate educational partnerships.

Chart B: Tasks and Deliverables

KEY - Type of Course	
	Introduction and Overview of Sub-system
	Inspection and Maintenance of Sub-system
	Troubleshooting of Sub-system

* The Troubleshooting modules of two rail car courses, Friction Brakes and Doors, will be under the final stages of development at the end of the 24 months.

** The Center and its partners are committed to continuing the Rail Car Consortium beyond the FTA funded 24 months, until the completion of all 40 courses, using agency cash and in-kind contribution.

Consortium for Rail Car Training Courseware Development Budget

2 Year Budget

Personnel & Fringe Benefits - to facilitate the delivery of the services and products	\$ 494,100.00
Travel - Includes air/train, hotel/M&IE at GSA rates, car rentals if necessary and other incidental travel expenses	175,000.00
Staff Site Visits to Participating Sites	
Meetings of SME/Technical Committee and Full Consortium	
Supplies, Postage, Communication, Printing, etc. - Includes standard office expenses necessary for the success of the project.	11,900.00
Consultants - Instructional System Design, Editing and Legal Curriculum & Courseware Development	119,000.00
TOTAL Project Cost	<u>\$ 800,000.00</u>

Federal Transit Administration Funding (two year)	\$ 400,000.00
Agency Cash Contribution (two year)	\$ 400,000.00
Total Consortium Budget (two year)	<u>\$ 800,000.00</u>

In-kind matching resources from participating locations, above and beyond the Consortium member cash contributions, will also be used to support project activities and outcomes. Subject Matter Experts (SMEs) from the participating agencies will be actively involved in-person meetings, frequent webinars and Individual SME work.

Appendix C. Consortium Members

Local Agency Partners
Charlotte Area Transit System (CATS)
Denver Regional Transportation District (RTD)
Greater Cleveland Regional Transit Authority (GCRTA)
Maryland Transit Administration (MTA)
Massachusetts Bay Transportation Authority (MBTA)
New Jersey Transit (NJT)
San Diego Metropolitan Transit System (MTS)
San Francisco Municipal Transportation Authority (SF Muni)
Southeastern Pennsylvania Transportation Authority (SEPTA)
Utah Transit Authority

**Rail Car Maintenance Training Consortium Agreement with
San Diego Metropolitan Transit System
September 2017**

This Agreement ("Agreement") is made effective this 11th day of December, 2017 (the "Effective Date"), by San Diego Metropolitan Transit System (MTS) (MTS) in San Diego, CA and the Transportation Learning Center (the Center).

WITNESSETH:

WHEREAS, this Agreement sets forth the terms and conditions under which the Center shall provide the services as described below and in the Statement of Work (Appendix A, known collectively as the "Services") for the benefit of various transit agencies and unions, known collectively as the Rail Car Maintenance Training Consortium (the Consortium or Rail Car Consortium);

WHEREAS, the Consortium was started in September 2015 with initial funding from the Federal Transit Administration and cash contributions from Consortium member agencies;

WHEREAS, MTS and other Consortium members entered into an initial agreement (Phase I) with the Center to develop national standards-based rail car maintenance courseware for at least four topic areas and provide Train-the-Trainer and other technical assistance;

WHEREAS, FTA has approved a no-cost extension for Phase I of the Consortium to end on April 30, 2018, with the delivery of courseware for two additional rail car training topics, and funds remain in Phase I to carry the project through the end of 2017 with a final report period of January to April 2018;

WHEREAS, to complete the Consortium courseware development for the remaining rail car maintenance topic areas and to continue provision of rail car Train-the-Trainer and other technical assistance to member locations, additional financial support is needed from member agencies, as stated in the initial agreement;

WHEREAS, the Consortium members have agreed to collaborate on and individually provide further funding to develop the training products designed to improve the performance of Consortium member employees and union members responsible for maintenance and repair of rail vehicles, as set forth in Appendix A. Statement of Work;

WHEREAS, the Consortium members include MTS as a member, as well as other public transportation and railroad agencies, and certain associated union organizations;

WHEREAS, the Consortium may, in the future, expand membership to include Original Equipment Manufacturers and other vendors to the transit and passenger rail systems;

Now, **THEREFORE**, in consideration of the mutual obligations specified in this Agreement and any compensation paid to the Center for its services, the Center and MTS agree to the following:

1. MTS Responsibilities

- a) MTS and its local union representing rail car technicians shall appoint two (2) representatives to serve as a Consortium Subject Matter Expert (SME). Subject Matter Experts are assigned by agencies and local unions from rail transit systems participating in the Consortium (current membership list in Appendix B). These representatives will help advance and review the work of the Consortium. The structure and governance of the Consortium is subject to change, based on full consultation with all participating members, including MTS.
- b) MTS's representative shall assist in directing the Center's work through its participation in the Consortium meetings.
- c) MTS shall, at its discretion, provide in-kind matching resources above and beyond its cash contributions, that will be used to support project activities and outcomes. In-kind contributions will be utilized as required federal fund match. In-kind contributions will not serve as a substitute for all or part of MTS's cash contributions as described in the Payment Schedule. MTS will provide the Center with the required documents to track in-kind resources for the purpose of reporting to the FTA, if applicable. The documentation may include (1) regular pay rates for MTS personnel that participate in Consortium related activities including but not limited to in-person meetings, webinars, Train-the-Trainer, and other course development, review and piloting work; (2) Record of hours MTS personnel spend on Consortium related activities listed in (1); (3) Regular pay rates of MTS personnel who participate in Consortium pilot training and record of pilot training time.

2. Center Responsibilities:

The Center shall:

- a) Facilitate the activities of the Consortium and convene regular meetings of the Consortium members.
- b) Be responsible for developing a detailed, annual work plan and budget, under the direction of the Consortium members, with the end goal of completing all rail car maintenance training topics as depicted in Chart A. Rail Car Courseware Map.

- c) Be responsible for fully implementing the work plan and using its best efforts to create the desired products.
- d) Produce a final set of products that shall include detailed courseware available for download through Transittraining.net and a system of training consistent with the industry-developed standards for Rail Car training and maintenance adopted by APTA's standards process.

3. Term: MTS agrees to be a Rail Car Maintenance Training Consortium member for twenty-four (24) months starting from January 2018 to December 2019.

4. Payment Schedule: To facilitate creation of the training products, MTS, as a Consortium member, agrees to make the following payments:

MTS agrees to pay four (4) equal Rail Car Consortium payments to the Transportation Learning Center with the amount of the payments determined by the agency ridership:

- \$15,000 for large agencies with more than 50 million annual unlinked rail passenger trips
- \$10,000 for agencies with more than 15 and less than 50 million annual unlinked rail passenger trips
- \$5,000 for agencies with less than 15 million annual unlinked rail passenger trips;

Based on the number of MTS's annual unlinked rail passenger trips, MTS shall make four (4) payments of \$10,000 each. The payment schedule will be:

PAYMENT DATE	AMOUNT
January 3, 2018	\$10,000
July 1, 2018	\$10,000
January 3, 2019	\$10,000
July 1, 2019	\$10,000

Payments shall be made directly to:

**Transportation Learning Center
8403 Colesville Road, Suite 825
Silver Spring, Maryland 20910.**

5. Invoices, Late Payment or Non Payment: Invoices are payable within 30 days of receipt. Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. Thirty (30) days after an invoice becomes overdue, access to Rail Car Consortium related materials on TransitTraining.net will be temporarily cut off for the MTS SMEs and other employees, until payment occurs. If MTS has not paid an invoice for more than 90 days, the Center may refer collection of the unpaid amount to an attorney or collections agency. MTS agrees to pay all reasonable attorney's fees and or other fees or costs if the account is placed with an attorney for collection.

6. Intellectual Property: All materials, including intellectual property and electronic documents developed by Licensor (Transportation Learning Center) in consultation with members of the Rail Car Consortium, will remain the property of the Licensor. Subject to the terms of this Agreement, Licensor hereby grants to Licensee (MTS) a nonexclusive, perpetual, fully paid-up license to utilize any documents or materials delivered under this contract for any and all business purposes related to training in the area of rail car maintenance in the MTS's location as identified in the first paragraph of this agreement. This license shall include the right to incorporate the same in future works, and to use in any other form or manner for training purposes in San Diego, CA. Licensee does not have the right to sublicense or transfer these rights, or to reproduce the materials created by the Rail Car Consortium in order to sell or license such property for use by third parties, unless expressly approved by the Licensor and all members of the Rail Car Consortium. These materials shall not be used at any agency or by any business outside the geographic area identified in this agreement.

The Licensor shall manage these intellectual property rights for the general benefit of then-current members of the Consortium, consistent with the purposes of the Consortium and this agreement. MTS agrees to share courseware already developed with all other members of the Consortium with a clear, written understanding that no warranty is expressed or implied in the provision of the courseware and that MTS, merely by providing the courseware, has no responsibility for and no liability arising from any subsequent problems with rail car vehicle maintenance in the agency receiving the courseware.

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. The Agreement shall be deemed binding upon signature, without regard to the status of other signatories.

Signed:

For the Transportation Learning Center



John K. Clark, Executive Director



Date

For San Diego Metropolitan Transit System



Paul Jablonski, CEO 



Date

Appendix A. Statement of Work for Rail Car Maintenance Training Consortium – Phase II

This Statement of Work (SOW) outlines the tasks and deliverables for the second phase of the Rail Car Training Consortium. Chart A. Courseware Map: Phase I and II provides an overview of the courseware deliverables under the two phases of this project. The Consortium members will review and finalize the budget and timeline for Phase II deliverables at the October 2017 Consortium meeting. The Phase II Scope of Work is dependent on the number of agencies that commit to Phase II and subject to change.

Task 1: Project Management

During Consortium Courseware Development Team (CDT) meetings, Consortium members will receive updates on the timeline of courseware development, product delivery, pilots and other related project details. These updates will also be sent as part of the meeting minutes. At the in-person Consortium meetings, the project team will present milestone achievements to all Consortium members. Every six months, the Center will also distribute Making Headway, the Consortium Newsletter to update member locations on the progress.

Task 2: Continue Development of Training Materials and Detailed Courseware for Rail Car Maintenance through SME-Based Instructional System Design

Rail car SMEs will continue to work with the Center's Instructional System Designers to prepare classroom-ready materials that can be taught by technical instructors at public transportation locations. For each course, these materials will include a range of materials, such as curriculum outline resources to support existing textbooks for foundational courses, and newly developed course books that are the equivalent of a textbook. SME committees will review the existing standards, and through a rigorous Instructional System Design (ISD) process, develop and continue to update the materials needed to support and expand on the learning objectives.

At the end of Phase II, the Consortium will have finished development of all necessary rail car maintenance training courses. These courses will be complete with course books (where previous texts do not exist), PowerPoint presentations and instructor guides. See Chart A for a list of courses for Phase II development.

Task 4: Continue Delivery of Rail Car Train the Trainer

Center staff will continue to provide training to rail car instructors and mentors on broad training concepts and the specific layout and content of the courseware developed through the Rail Car Consortium, teaching techniques, and mentoring skills.

Task 5: Pilot Rail Car Courseware

The Center will coordinate with location partners to support piloting rail car courseware modules as they are developed. This is an ongoing activity and is dependent on agency training schedules. Course evaluations will be provided and suggested changes will be incorporated into final versions of the training materials. Instructor and mentor training are integral parts of the pilot. The Center will work with agencies to establish mentorship programs for rail car technicians, particularly new hires.

The Center will also work with participating agencies to establish or improve existing systems of Rail Car training and apprenticeship by providing technical assistance in areas such as apprenticeship registration, mentor training, and OEM training integration.

Chart A: Courseware Map: Phase I and II*

Rail Car Maintenance Courseware Development Map					
Phase I and II					
Location Hiring Requirements					
Orientation/Background Electrical Safety Tools/Material Handling Mathematics	Foundation Skills for Transit Maintenance				
	Introduction to Electricity Electrical Motors Wiring Technologies/Equip DC Fundamentals	AC Fundamentals HydroPneumatic Theory & Application Mechanical Theory and Application AC/DC Motors & Generators	Intro to Electrical Ladder Drawings AC Circuit Analysis Semiconductor Fundamentals Digital Fundamentals		
Topic Area:	100 Level Overview	200 Level Inspection & Maintenance	300 Level Testing, Troubleshooting & Repair/Replacement		
Overview	100 Vehicle Theory of Operation and Overview of Major Systems	200	300 Troubleshooting Principles		
Couplers	101 Intro and Overview to Couplers	201 Coupler Inspection and Maintenance	301 Coupler Testing, Troubleshooting and Repair		
Trucks and Axles	102 Intro and Overview to Trucks and Axles	202 Inspection and Maintenance of Trucks and Axles	302 Testing, Troubleshooting & Repair/Replacement Trucks and Axles		
Propulsion/Dynamic Braking	103 Intro and Overview to Propulsion/Dynamic Braking	203 Inspection and Maintenance of Propulsion/Dynamic Braking	303 Testing, Troubleshooting & Repair/Replacement of Propulsion/Dynamic Braking Systems		
APS & Batteries	104 Intro and Overview to APS and Batteries	204 APS and Battery Inspection and Maintenance	304 APS and Battery Testing, Troubleshooting and Repair		
Friction Brakes	105 Intro and Overview to Friction Brakes	205 Friction Brake Inspection and Maintenance	305 Testing, Troubleshooting & Repair/Replacement of Friction Brakes		
HVAC	106 Intro and Overview to HVAC	206 HVAC Inspection and Maintenance	306 Testing, Troubleshooting and Repair of HVAC Systems		
Current Collection & Distribution	107 Intro and Overview to Current Collection and Distribution	207 Current Collection and Distr Inspection and Maintenance	307 Testing, Troubleshooting and Repair of Current Collection/Distr Systems		
Car Body	108 Intro and Overview to Car Body	208 Car Body Inspection and Maintenance	308 Testing, Troubleshooting and Repair of Car Body		
Doors	109 Intro and Overview to Doors	209 Doors Inspection and Maintenance	309 Testing, troubleshooting and repair of Doors		
Communication	110 Intro and Overview to Communication Systems	210 Communication Systems Inspection and Maintenance	310 Testing, Troubleshooting and Repair of Communication Systems		
CBTC	111 Intro and Overview to CBTC	211 CBTC Inspection and Maintenance	311 Testing, Troubleshooting and Repair of Communication Systems		

	Phase I Deliverables
	Phase II Deliverables

*The Phase II courseware deliverables shown in the map are based on at least sixteen current members (listed in Appendix B) committing to Phase II and subject to change.

Appendix B. Rail Car Consortium Members as of August 2017

Signed Agreements
Bay Area Transit Authority (BART)
Charlotte Area Transit System (CATS)
Greater Cleveland Regional Transit Authority (GCRTA)
Massachusetts Bay Transportation Authority (MBTA)
Southeastern Pennsylvania Transportation Authority (SEPTA)
Denver Regional Transportation District (RTD)
Maryland MTA
San Diego Metropolitan Transit System (MTS)
San Francisco Municipal Transportation Authority (SF Muni)
PATCO
NFTA
Dallas Area Rapid Transit (DART)
Washington Metro (WMATA)
Chicago Transit Authority (CTA)
LACMTA
Valley Transit Authority (VTA)



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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

FASHION VALLEY ELEVATOR CONSTRUCTION MANAGEMENT SERVICES –
WORK ORDER AGREEMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2015-CM02 to MTS Doc. No. G2015.0-17 (in substantially the same format as Attachment A) with AECOM Technical Services Inc. for the Fashion Valley Station Elevator Construction Management (CM) Services in the amount of \$220,915.

Budget Impact

The value of this agreement will not exceed \$220,915 and is funded through the MTS Capital Improvement Project (CIP) account 2004001902 (New Elevator at Fashion Valley).

DISCUSSION:

The Fashion Valley Trolley Station is one of MTS's most highly traveled stations with more than 6,000 passengers per day. The station platforms are elevated above the surface parking lot and include an existing elevator/stair core to the east and a stair core to the west, both providing vertical circulation from grade to the platforms. A second elevator will reduce the demand on the stations' current single elevator and allow an elevator to remain in service during routine elevator maintenance at the station.

The contract for the construction of the elevator was approved at the December 12, 2019 Board Meeting and the project is commencing. As part of the project, MTS requires CM services for the overall planning, coordination, and control of this project from beginning through completion (collectively "CM Services"). The proposed Work Order for CM Services includes the following:



- Resident Engineer
- Field Inspector
- Special Inspection

The Work Order will provide total CM in the areas of planning, coordination and management across the duration of this project.

The Scope of Work for AECOM on Work Order WOA2015-CM02, consists of CM for the new Fashion Valley Elevator installation project. The project includes installing a new elevator and enclosure on the west side of the trolley station; the project requires onsite CM support through the duration of the project.

The San Diego Association of Governments (SANDAG) issued a Request for Statement of Qualification (RFSQ) for CM services on October 17, 2014. MTS was assigned the right to utilize this contract through an assignment agreement on June 7, 2017. The RFSQ resulted in the approval of 8 firms qualified to perform CM services. MTS selected AECOM Technical Services as the most qualified firm based on the scope of work to be performed for Work Order WOA2015-CM02.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA2015-CM002 to MTS Doc. G2015.0-17 with AECOM Technical Services, Inc. for the Fashion Valley Station Elevator CM Services \$220,915.

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

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

Attachment: A. Draft MTS Doc. No. G2015-.0-17 WOA2015-CM002

January 18, 2020

MTS Doc. No. G2015.0-17
Work Order No. WOA2015-CM02

Chris Mockus
700 Convoy Ct.
San Diego, CA 92101
Office: 949-768-2969

Dear Mr. Mockus:

Subject: MTS DOC. NO. G2015.0-17, WOA2015-CM02, CONSTRUCTION MANAGEMENT SERVICES FASHION VALLEY ELEVATORS – WORK ORDER AGREEMENT.

This letter shall serve as our agreement, MTS Doc. No. G2015.0-17, WOA2015-CM02, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide Construction Management Services in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

SCHEDULE

The schedule shall align with Fashion Valley Elevators (PWL283.0-19) project schedule.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$220,915.00.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Chris Mockus
AECOM Technical Services, Inc.

Date: _____

Attachments: A - Scope of Services
B - Negotiated Fee Proposal



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

OVERHEAD CATENARY SYSTEM (OCS) POLE DISPOSAL - AWARD WORK ORDER
UNDER A JOB ORDER CONTRACT (JOC)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC275-07 (in substantially the same format as Attachment A), under MTS Doc. No. PWG275.0-19, with ABC Construction Co., Inc. (ABC), for the provision of services, materials and equipment for the removal and disposal of 150 old and obsolete precast concrete OCS poles near Switzer Creek in the MTS rail yard in the amount of \$170,909.67.

Budget Impact

The total cost will not exceed \$170,909.67, inclusive of a direct cost of \$169,200.57 and the contractor share of administrative fees totaling \$1,709.10. Total administrative fees are \$4,546.20 (contractor share \$1,709.10 and MTS share \$2,837.10). Funding will be from the MTS Capital Improvement Project 1009103601 (Miscellaneous Capital).

DISCUSSION:

This project includes removing and disposing of 150 old, no longer usable, precast concrete OCS poles near Switzer Creek in the MTS rail yard. This project is necessary, as the poles (which cannot be used on future trolley projects, or other projects requiring a pole) may pose a potential environmental hazard to the nearby waterway if left to deteriorate in place.

On April 12, 2019, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide on-call Job Order Contracting (JOC) for General Civil Construction services that primarily consists of repair, remodeling, or other repetitive work for site improvements, including earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing, and all required incidental professional and technical services.



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

Three (3) bids were received and MTS determined that ABC was the lowest responsive and responsible bidder for on-call, general civil construction services. On June 13, 2019, the MTS Board authorized the CEO to execute MTS Doc. No. PWG275.0-19 with ABC.

Pricing for this repair task order was reviewed and determined to be fair and reasonable, and a work order will be issued to ABC in the amount of \$170,909.67. The work is scheduled to be completed within 30 days of notice to proceed.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC275-07, (in substantially the same format as Attachment A), under MTS Doc. No. PWG275.0-19, with ABC for the provision of services, materials and equipment for removal and disposal of 150 old and obsolete precast OCS poles near Switzer Creek in the MTS rail yard in the amount of \$170,909.67.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Draft Job Order Contract MTSJOC275-07

JOB ORDER CONTRACT
WORK ORDER

PWG275.0-19
CONTRACT NUMBER

MTSJOC275-07
WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____ 2020, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: ABC Construction Co., Inc. Address: 3120 National Avenue

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

Telephone: (619) 239-3428

Authorized person to sign contracts: Wayne Czubernat Project Manager
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWL275.0-19), MTS issues a Work Order to Contractor to complete the detailed Scope of Work (attached as Exhibit A.), the Cost Breakdown for the Scope of Work (attached as Exhibit B.), and the subcontractor listing form applicable to this Work Order (attached as Exhibit C.)

For this Work Order, 1% of the work order value has been deducted. MTS will pay both the Contractor (1%) and the MTS/Owner share of the Gordian Group license fee.

The total cost for this work order will not exceed \$170,909.67 inclusive of a direct cost of \$169,200.57 and a 1% Gordian Group license fee of \$1,709.10.

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED \$169,200.57

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

EXHIBIT A (Scope of Work)

San Diego Metropolitan Transit System

ABU DHABI
San Diego, CA 92101

Final Scope of Work

Date: 11/18/2019

Job Order Contracting

To:

From:

Contract No: PWG275.0-19

Job Order No: MTSJOC275-07

Job Order Title: OCS Pole Disposal

Location: Blue Line ROW
1255 Imperial Ave
San Diego, CA 92101

Brief Scope: This work consists of removing and disposing of approximately 150 EA existing precast concrete OCS poles in the MTS Trolley Yard.

The Contractor shall complete the construction of this project in its entirety, and shall provide all labor, materials, and equipment required for all work including demolition, disposal, and performing all other work necessary to complete the work in accordance with this Detailed Scope of Work, and the Conformed Special Provisions.

This job order is for removing and disposing of approximately one hundred fifty (150) EA existing pre-cast OCS poles in the MTS trolley yard. Each pole is approximately 47-ft long with an average diameter of 20-inches and contains metal cable or rebar reinforcement.

Specifications:

All work should conform to the Special Provisions within the executed MTS Job Order Contract (JOC) PWG269.0-19.

Owner Furnished Material:

Schedule:

All work shall be completed as soon as possible with 30 calendar days from the issuance of NTP.

Access:

The contractor will need to coordinate with Matt Domen with GWRR if access to the GWRR yard is required.

Gabriel McKee, Owner Project Manager

Date

EXHIBIT B (Cost Breakdown)

**Price Proposal Detail Report**
Version: 2.0

JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number MTSJOC275-07
Job Order Title OCS Pole Disposal
Location: Blue Line ROW
Proposal Value: \$170,909.67

Division

01 General Requirements	\$67,050.29
02 Existing Conditions	\$5,553.76
33 Utilities	\$98,305.62
Proposal Total	\$170,909.67
The Percentage of Non Pre-Priced on this Proposal:	0.00%



Price Proposal Detail Report

Version: 2.0

JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: 2019 - General Civil - ABC
Contract Number: PWG275.0-19
Job Order Number MTSJOC275-07
Job Order Title OCS Pole Disposal
Location: Blue Line ROW
Proposal Value: \$170,909.67

Record #	Line Number	MOD	UOM	Description	Total						
01 - General Requirements					\$67,050.29						
1	01 71 13 00-0004		EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed							
					Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	2.00	x	\$734.34	x	1.1918	=	\$1,750.37	
Contractor's Note:											
2	01 74 19 00-0036		TON	General Refuse							
					Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	TON	1,100.00	x	\$42.61	x	1.1918	=	\$55,860.86	
Contractor's Note:											
3	01 74 19 00-0039		CYM	Hauling On Paved Roads, First 15 Miles							
					Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	CYM	8,250.00	x	\$0.96	x	1.1918	=	\$9,439.06	
Contractor's Note:											
02 - Existing Conditions					\$5,553.76						
4	02 41 16 13-0020		CCF	Sorting Of Material Debris For Recycling Prior To Hauling Off							
					Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	CCF	162.00	x	\$7.53	x	1.1918	=	\$1,453.83	
Contractor's Note:											
5	02 41 16 13-0020	0004	CCF	For Up To 500, Add							
					Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	CCF	162.00	x	\$2.26	x	1.1918	=	\$436.34	
Contractor's Note:											
6	02 82 33 00-0186		LF	>10 To 100 LF, Up To 12" Diameter Asbestos-Cement Pipe, Asbestos Abatement And Disposal							
					Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	100.00	x	\$30.74	x	1.1918	=	\$3,663.59	
Contractor's Note:											
33 - Utilities					\$98,305.62						



Price Proposal Detail Report Version: 2.0

7	33 41 16 00-0020	LF	18" Extra Strength Porous Non Reinforced Concrete Drainage Pipe						
			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	LF	0.00	x	\$25.41	x	1.1918	=	\$0.00
	Demo	LF	4700.00	x	\$17.55	x	1.1918	=	\$98,305.62

Contractor's Note:

Proposal Total								\$170,909.67
The Percentage of Non Pre-Priced on this Proposal:								0.00%

EXHIBIT C

(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave

San Diego, CA 92101

Subcontractor Report

Date: 12/19/2019

Job Order Contracting

Contract #: PWG275.0-19
Job Order #: MTSJOC275-07
Job Order Title: OCS Pole Disposal
Location: Blue Line ROW
Contractor: ABC Construction Co., Inc.
Contractor Project Manager Jim Cappadocia

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Casper's Concrete Cutting 3825 Bancroft Drive, Spring Valley, CA 91977	478960	demo		\$113,000.00	66.12%



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

NETWORK EQUIPMENT FOR SAN DIEGO METROPOLITAN TRANSIT SYSTEM
NETWORK DEVICES REFRESH – PURCHASE ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to issue a Purchase Order to NetXperts Inc., a Small Business (SB), for the provision of network equipment for MTS Network Devices Refresh in the amount of \$261,005.04.

Budget Impact

The value of this agreement will not exceed \$261,005.04 including tax, and the project will be funded through the MTS Capital Improvement Project (CIP) account 1007106201. Equipment will be purchased as needed to maintain a rolling five year refresh.

DISCUSSION:

MTS has deployed over 80 physical Routers, Switches, and 300 Access Points throughout the MTS service area. These network devices are MTS core communication components for many different systems and applications including the fare collection system, Trolley monitoring devices, video servers, Voice over Internet Protocol (VoIP) and user day-to-day data. As the average life of a typical network device is five years, the cost of maintaining equipment beyond the useful life increases significantly and the availability of parts become lacking. In order to maintain continuity and optimum uptime, it is important to cycle out older network devices as they reach this age.

This project will create a rolling refresh of five years to replace specified network devices to maintain optimum performance and uptime, and reduce the possibility of device failure. Once this agreement is in place, the MTS Information Technology (IT) staff will



maintain a 5-year life span for all production network devices. It is anticipated that this purchase order will be sufficient to refresh the specified MTS network devices that will require a refresh over the next five years.

On November 25, 2019, MTS issued an Invitation for Bids (IFB) for Network Equipment Refresh. MTS received five 5 bids on December 9, 2019, however one of the bidders was deemed non-responsive and was not considered during the cost analysis. The responsive bidders are as follows:

Company Name	Grand Total
NetXperts	\$261,005.04
Total Communications	\$277,598.31
Red River Technology	\$320,748.38
Howard Technology Solutions	\$324,642.66

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

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute a Purchase Order with NetXperts Inc., a SB, for the provision of network equipment for MTS network communication devices in the amount of \$261,005.04.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachment: NetXperts Unit Price Bid

**BID FORM
NETWORK EQUIPMENT REFRESH**

Company Name: NetXperts, Inc.

Equipment List						
Line item #	Quantity	Item Description	Taxable Y/N	Unit (ea)	Unit Price	Extended Price
1	1	C9500-32QC-A- Cisco Switch Catalyst 9500	Y	ea	\$ 12,259.00	\$ 12,259.00
2	1	C9K-PWR-650WAC-R/2 Cisco Switch Catalyst 9500 Accessories	Y	ea	\$ 861.00	\$ 861.00
3	4	C9300-48P-A Cisco Catalyst 9300 - Network Advantage - switch - 48 ports - managed - rack-mountable	Y	ea	\$ 4,112.30	\$ 16,449.20
4	4	PWR-C1-715WAC-P/2 Cisco PWR-C1-715WAC Power Supply	Y	ea	\$ 512.50	\$ 2,050.00
5	2	C9300-NM-2Q Catalyst 9300 Modules & Cards	Y	ea	\$ 1,045.50	\$ 2,091.00
6	2	C9300-NM-8X Catalyst 9300 Series Modules & Cards	Y	ea	\$ 1,084.45	\$ 2,168.90
7	8	STACK-T1-50CM Cisco Catalyst 3850 Series Stack Cable	Y	ea	\$ 43.05	\$ 344.40
8	7	STACK-T1-1M- Cisco Catalyst 3850 Series Stack Cable	Y	ea	\$ 104.18	\$ 729.26
9	2	QSFP-100G-LR4-S= 100GBASE LR4 QSFP Transceiver, LC, 10km over SMF	Y	ea	\$ 9,597.20	\$ 19,194.40
10	2	CPAK-100G-LR4= Cisco - CPAK transceiver module - 100 Gigabit Ethernet	Y	ea	\$ 11,400.10	\$ 22,800.20
11	6	QSFP-40G-LR4-S Cisco SFP GLC Module	Y	ea	\$ 4,639.02	\$ 27,834.12
12	11	WS-C3850-48F-S Catalyst 3850 Switch	Y	ea	\$ 8,023.04	\$ 88,253.44
13	11	PWR-C1-1100WAC/2 Cisco Secondary Power Supply for Cisco 3850 Series Switches	Y	ea	\$ 779.00	\$ 8,569.00
14	11	C3850-NM-2-10G Cisco Network Module for Cisco 3850 Series Switches	Y	ea	\$ 1,389.90	\$ 15,288.90
Subtotal Equipment:						\$ 218,892.82
San Diego CA Sales Tax (7.75%):						\$ 16,964.19

Licenses & Subscription						
Line item #	Quantity	Item Description	Taxable Y/N	Unit (ea)	Unit Price	Extended Price
15	1	CON-SSSNT-C9532ACQ (3Y) SOLN SUPP 8X5XNBD Catalyst 9500 32-port 40/100G only, Advantage, 3 years support	N	ea	\$ -	\$ 5,595.51
16	4	CON-SSSNT-C93004PA (3Y) SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Advantage, 3 Years Support	N	ea	\$ -	\$ 7,014.72
17	1	C9500-DNA-A-3Y Cisco Catalyst 9500 DNA Advantage 3 Year License	N	ea	\$ -	\$ 4,961.00
18	4	C9300-DNA-A-48-3Y C9300 DNA Advantage, 48-Port, 3 Year Term License	N	ea	\$ -	\$ 7,576.80
Subtotal Licenses & Subscriptions:						\$ 25,148.03
SHIPPING AND HANDLING/ FREIGHT (NO COST):						\$ -
(BASIS OF AWARD) TOTAL:						\$ 244,040.85
TOTAL SAN DIEGO, CALIFORNIA SALES TAX (7.75%):						\$ 16,964.19

GRAND TOTAL (Inclusive of all charges e.g Tax etc.): \$ 261,005.04



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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

DESIGN SERVICES FOR FARE COLLECTION UPGRADE – NEW VALIDATORS -
WORK ORDER AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Work Order WOA1946-AE-47 under MTS Doc. No. G1946.0-17 (Attachment A), with Global Signals Group, Inc. (GSG), a Small Business (SB), in the amount of \$49,086.20 to provide 30% design for the electrical and communication cabling requirements to install each new validator; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to Work Order WOA1946-AE-47.01 under MTS Doc. No. G1946.0-17 (in substantially the same format as Attachment B) with GSG in the amount of \$156,853.12 for design services to produce 100% design for electrical and communication connections and cabling requirements to install each new validator.

Budget Impact

Today's action will bring the total value of the GSG Work Order WOA1946-AE-47.01 to \$205,939.32:

MTS Doc No.	Purpose	Amount	Approval Date
WOA1946-AE-47	30% Design Services	\$49,086.20	7/22/19 - CEO approval per Board Policy No. 41
WOA1946-AE-47.01	100% Design Services	\$156,853.12	1/16/20 - Today's proposed action
Total		\$205,939.32	



GSG Work Order WOA1946-AE-47.01 is funded under the Capital Improvement Program (CIP) number 1009004902 (Fare System Upgrades).

DISCUSSION:

As part of the new Fare System Upgrade project, MTS is looking to provide our customers with increased payment flexibility via an account-based fare system. The new system will be driven by value rather than products, and will require customers to tap their card every time they board a different trip on validators located throughout the system. It will also allow MTS to capture better data, as well as provide incentives for transit users, such as fare capping. The existing validators are at the end of their useful life and require replacement. MTS will replace the existing validators with new units from INIT. The new system is structured off an account based open architecture and will better support the customer experience.

In the original work order, GSG provided MTS 30% conceptual design services and construction cost estimate of the top 15 trolley stations based on MTS's field survey. The purpose of Amendment No. 1 is for GSG to produce 100% design for electrical, communication connections and cabling requirements to install the new INIT units, with updated plans, specifications and estimates for the completion of all 15 trolley stations.

Since GSG previously completed the 30% design, they have built a unique understanding of the project requirements, site limitations and MTS vision for the new fare system. It is cost prohibitive to have another firm complete the 100% design plan, as a new firm would have to redo all of the previously completed work. Therefore, staff has determined that an amendment to the existing work order is the most cost-effective way to move forward.

On January 12, 2016, San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call Architectural and Engineering (A&E) Design Consulting services. The RFSQ resulted in the approval of 8 firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process, and MTS selects the most qualified firm based on the scope of work to be performed.

MTS staff reviewed the approved A&E firms and utilizing a direct award process, selected GSG to perform the requisite services.

GSG's proposed amount was \$156,853.12, which was \$8,044.92 less than MTS's Independent Cost Estimate.

Today's proposed action would do the following:

- 1) Ratify Work Order WOA1946-AE-47 under MTS Doc. No. G1946.0-17 (Attachment A), with GSG, a SB, in the amount of \$49,086.20 to provide 30% design for the electrical and communication cabling requirements to install each new validator; and
- 2) Authorize the CEO to execute Amendment No. 1 to Work Order WOA1946-AE-47.01 under MTS Doc. No. G1946.0-17 (in substantially the same format as Attachment B)

with GSG in the amount of \$156,853.12 for design services to produce 100% design for electrical and communication connections and cabling requirements to install each new validator.

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

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

Attachments: A. Executed Work Order WOA1946-AE-47, MTS Doc. No. G1946.0-17
B. Draft Work Order WOA1946-AE-47.01 for MTS Doc. No. G1946.0-17



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

July 18, 2019

MTS Doc. No. G1946.0-17
Work Order No. WOA1946-AE-47

Raymond Rizman
Principal/Engineering and Commercial Director
Global Signals Group, Inc.
908 Fessler Street
El Cajon, CA 92020

Dear Mr. Rizman:

Subject: MTS DOC. NO. G1946.0-17, WORK ORDER WOA1946-AE-47, DESIGN SERVICES FOR
FARE COLLECTION UPGRADE

This letter shall serve as our agreement for Work Order WOA1946-AE-47 to MTS Doc. No. G1946.0-17, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Work order provides signal engineering services for Fare Collection Upgrade. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

The Scope of Services, as described above, shall remain in effect for eight (8) weeks from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$49,086.20 (Attachment B).

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

Sincerely,


Paul C. Jablonski
Chief Executive Officer

Accepted:


Raymond Rizman
Global Signal Group, Inc.

Date: July 22, 2019

Attachments: Attachment A, Scope of Services
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. 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

MTS Doc. No. G1946.0-17

Work Order No. WOA1946-AE-47

WORK ORDER TITLE: Fare Collection Upgrade**I. PROJECT DESCRIPTION**

In the near future, MTS is looking to provide our customers with increased payment flexibility via an Account based fare system. The system will be driven by value rather than products. This will require customers to tap their card every time they board a different trip. This will allow MTS to capture better data, as well as provide incentives for transit users, such as fare capping. Fare capping will ensure customers cannot be overcharged and provides cash strapped customers access to the same benefit as a monthly pass user.

The existing Validators will reach their end of useful life in the near future, and MTS is looking to replace the existing Validators with units from 'INIT'. The new system is based off an Account based open architecture and will better support the customer experience. MTS has previously conducted a field survey to determine the approximate location of each new unit.

II. EXPECTED RESULTS

The result of this work order will allow MTS to better understand the level of effort installation required to install the new 'INIT' fare collection validator system, as well as the budget that will be necessary to enable such work to be implemented.

This work order is considered exploratory to determine electrical and communication cabling requirements to install the new 'INIT' units.

III. SCOPE OF WORK

Table 1 is a list of previously surveyed locations has identified stations that require the new/additional validators, as well as the priority of each station;

Table 1

Priority Sequence	Station	Current PCIDs	Add'l Validators	Line/Segment
1	12th Imperial	8	46	Downtown
2	San Ysidro	6	10	Blue/South
3	City College	4	5	Downtown
4	Palomar	6	6	Blue/South
5	Old Town	5	11	Blue/North
6	Iris	6	4	Blue/South
7	El Cajon	3	4	Green/East
8	Gaslamp	4	17	Downtown
9	Harborside	4	7	Blue/South
10	SDSU	4	8	Green/MV

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

- Field survey station locations as noted in Table 1, including confirming conduit routes and availability, with intention to determine possibility and length of communication and electrical cable to station communication cabinet
- Validate available station communication and electrical capacity (all new Validators require 'home run' to station communication cabinets)
- Provide concept drawings for each station identified – electrical and communications connections

- Provide concept drawings for each station – location of new and existing validators/fare collection machines (plan layout)
- Provide concept drawings for key stations – visualization of new 'INIT' validator in place
- Provide a 30% level estimate for key/high priority stations.

IV. PERIOD OF PERFORMANCE

The performance of services for this work order is expected to run 8 weeks from the date of the Notice to Proceed (NTP)

V. DELIVERABLES

- Field survey drawings and notes/markups for each station location surveyed.
- Brief report for each station location surveyed identifying conduit deficiencies, and/or limitation in existing communications/electrical
- Concept drawings of electrical/communication connections to new 'INIT' equipment
- Concept drawings of location of new fare collection/validator machines at each station (plan layout)
- Provide concept drawings for key stations – visualization of new 'INIT' validator in place
- Provide a 30% level estimate for key/high priority stations (inclusive of labor, equipment and material)

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Field Survey	NTP/+3 weeks
Concept Design (30%)	30% NTP/+ 8 weeks
Estimate (30%)	30% completion: NTP/+8 weeks

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Concept plans (30% - 10 stations)	Mid-September
30% Estimate – 10 stations	Mid-September

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

The following items/resources shall be provided by MTS;

- Signal/Communications keys for access
- Current As-built conduit plans for each station as noted in Section III (If PDF is only available, we will draw over these as best as possible). Where the plans cannot be provided, or do not reflect existing condition a time/cost extension will be sought.
- Current as-built electrical and communication plans for each station as noted in Section III (If PDF is only available, we will draw over these as best as possible). Where the plans cannot be provided or do not reflect existing condition, a time/cost extension will be sought.
- Installation drawings (mechanical and electrical) for new 'INIT' fare collector/validator (and any renderings (2D or 3D) of final units
- Location of new fare collection/validator machines.
- CAD plans (if available) shall be provided
- Title block and border shall be provided to GSG
- All flagging to be provided by MTS or MOW

VIII. SPECIAL CONDITIONS

Any condition listed below applies solely to this Work Order and does not otherwise alter the Agreement or other Work Orders.

- No permits will be required to undertake this work

- No special insurance requirements shall be required to undertake this work
- All flagging shall be provided by MTS or MOW
- This Work Order is for an estimated 30% level of effort (otherwise considered exploratory or conceptual in nature) for the purposes of understanding future work and funding requirements.
- If civil survey or structural advice is required, this will be an added cost, over and above what has been estimated for this task.

IX. MTS ACCEPTANCE OF SERVICES:

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

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

X. DEFICIENT WORK PRODUCT:

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

- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

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

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

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

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

XII. PRICING

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

XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

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

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. .
. .
. .
. .

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 13, 1/16/20

MTS Doc. No. **G1946.0-17**

Work Order No. **WOA1946-AE-47**

Attachment: **B**

Work Order Title: **Fare Collection Upgrade**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Administration	38.0	\$5,943.88
2		Field Survey, 30% Design & Estimate	336.0	\$43,142.32
3				
4				
5				

Totals = **374.0** **\$49,086.20**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
		X		GLOBAL SIGNALS GROUP, INC	374.0	\$49,086.20

Totals = **374.0** **\$49,086.20**

Work Order Estimate Summary

Att. A, AI 13, 1/16/20

Total Hours =	374
Total Costs =	\$49,086.20

Consultant/Subconsultant: GLOBAL SIGNALS GROUP, INC

MTS Doc. No.: G1946.0-17
Work Order No.: WOA1946-AE-47

Work Order Title: Fare Collection Upgrade

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal In Charge	Group Director- Railroad	Engineer I	Engineer II	Engineer III	Technician II	Technician III	Supervisor Tech	Group Director - Systems	Admin Assistant	Total Hours	Totals
				\$ 245.92	\$ 208.71	\$ 127.90	\$ 151.15	\$ 174.41	\$ 46.51	\$ 58.14	\$ 63.37	\$ 245.92	\$ 93.02		
1	Task 1	Project Administration													
		Project Management / Invoicing											6	6	\$558.12
		Coordination & Meetings / Flagging coordination			16	4								20	\$3,850.96
		Report on stations (conduit deficiencies, comm, electrical)				12								12	\$1,534.80
		Subtotals (Hours) =	N/A		16	16							6	38	\$5,943.88
		Subtotals (Costs) =			\$3,339.36	\$2,046.40							\$558.12	38	\$5,943.88
2	Task 2	Field Survey, 30% Design & Estimate													
		Field Survey / Conduit Survey - 10 priority locations			8			80		80				168	\$20,273.68
		Validate existing Electrical & Communications (field and office)				8		24		24				56	\$6,604.40
		Concept drawings (electrical & communications connections)			8	24								32	\$4,739.28
		Concept drawings (plan layout)				32								32	\$4,092.80
		Concept drawings (vizualization)				32								32	\$4,092.80
		Estimate - 30% (Labor & Equipment / Material)			16									16	\$3,339.36
		Subtotals (Hours) =	N/A		32	96		104		104				336	\$43,142.32
		Subtotals (Costs) =			\$6,678.72	\$12,278.40		\$18,138.64		\$6,046.56				336	\$43,142.32
		Totals (Summary) =												374	\$49,086.20
		Total (Hours) =	N/A		48	112		104		104			6	374	
		Total (Costs) =			\$10,018.08	\$14,324.80		\$18,138.64		\$6,046.56			\$558.12		\$49,086.20
		Percentage of Total (Hours) =	N/A		13%	30%		28%		28%			0.01604278	100%	
		Percentage of Total (Costs) =			20%	29%		37%		12%			0.0113702		99%

Work Order Estimate Summary

Att. A, AI 13, 1/16/20

Consultant/ Subconsultant: GLOBAL SIGNALS GROUP, INC

Contract No: G1946.0-17

Work Order Title: Fare Collection Upgrade

Task Order No. WOA1946-AE-47

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											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 =	

January 16, 2020

MTS Doc. No. G1946.0-17
Work Order No. WOA1946-AE-47.01

Raymond Rizman
Principal/Engineering and Commercial Director
Global Signals Group, Inc.
908 Fesler Street
El Cajon, CA 92020

Dear Mr. Rizman:

Subject: MTS DOC. NO. G1946.0-17, AMENDMENT NO. 1 TO WORK ORDER WOA1946-AE-47,
DESIGN SERVICES FOR FARE COLLECTION UPGRADE

This letter shall serve as Amendment No. 1 to Work Order WOA1946-AE-47 to MTS Doc. No. G1946.0-17, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Amendment provides 100% signal engineering design services for Fare Collection Upgrade. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

This Amendment shall extend the original work schedule from eight (8) weeks to the middle of July 2020.

PAYMENT

This Amendment shall increase the payment by \$156,853.12. Payment shall be based on actual costs in the amount not to exceed \$205,939.32 without prior authorization of MTS. (Attachment B).

Please sign below, and return the document marked 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

Raymond Rizman
Global Signal Group, Inc.

Date: _____

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

ATTACHMENT A

SCOPE OF SERVICES

MTS Doc. No. G1946.0-17

Work Order No. WOA1946-AE-47.01

WORK ORDER TITLE: Fare Collection Upgrade**I. PROJECT DESCRIPTION**

In the near future, MTS is looking to capture more data, as well as provide incentives for transit users to “tap” more. This move requires users to move to an account based system, and will allow MTS to scale their system.

The existing PCID’s will reach their end of useful life in the near future, and MTS is looking to replace the existing PCID’s with units from ‘init’. The new systems are open architecture and will be better supported by the manufacturer. MTS has previously conducted a field survey to determine to approximate location of each new unit.

II. EXPECTED RESULTS

The results of this work order will allow MTS to better understand the level of effort installation required to install the new ‘init’ fare collection/validator system, as well as the budget that will be necessary to enable such work to be implemented.

This work order is to further the existing 30% design and produce 100% design for electrical and communication connections and cabling requirements to install the new ‘init’ units, with updated plans, specifications and estimates.

III. SCOPE OF WORK

The following list of previously surveyed locations has identified stations that require the new/additional validators, as well as the priority of each station;

Noting that site survey of the first 10 stations have been conducted and may require further site survey. Two additional stations will be investigated under this task;

Priority Sequence	Station	Current PCIDs	Add'l Validators	Line/Segment
1	12th Imperial	8	33	Downtown
2	San Ysidro	6	15	Blue/South
3	City College	4	3	Downtown
4	Palomar	6	10	Blue/South
5	Old Town	5	15	Blue/North
6	Iris	6	3	Blue/South
7	El Cajon	3	8	Green/East
8	Gaslamp	4	14	Downtown
9	Harborside	4	8	Blue/South
10	SDSU	4	9	Green/MV
11	Euclid **	4	3	Orange/East
12	Grantville **	2	4	Green/East

Blue/South Line station(s) to be considered under this work order = 5

Downtown station(s) to be considered under this work order = 3

Green/East Line station(s) to be considered under this work order = 2

Green/Mission Valley station(s) to be considered under this work order = 1

Orange/East Line station(s) to be considered under this work order = 1

TOTAL STATIONS considered under this work order = 12

MTS Field survey attached to this Work Order.

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

- Field survey station locations as noted above (**), including confirming conduit routes and availability, with intention to determine possibility and length of communication and electrical cable to station communication cabinet
- Validate available station communication and electrical capacity (all new Validators require 'home run' to station communication cabinets)
- Provide detail drawings for each station identified – electrical and communications connections
- Provide detail drawings for each station – location of new and existing validators/fare collection machines (plan layout)
- Provide concept drawings for key stations – visualization of new 'init' validator in place
- Provide a 100% level estimate for key/high priority stations.

IV. PERIOD OF PERFORMANCE

The performance of services for this work order is expected to run until the middle of July 2020

V. DELIVERABLES

1. Field survey drawings and notes/markups for each station location surveyed.
2. Brief 1-2 page report for each station location surveyed identifying conduit deficiencies, and/or limitation in existing communications/electrical.
3. Detail drawings of electrical/communication connections to new 'init' equipment.
4. Detail drawings of location of new fare collection/validator machines at each station (plan layout).
5. Provide concept drawings for key stations – visualization of new 'init' validator in place.
6. Provide a 100% level estimate for key/high priority stations (inclusive of labor, equipment and material).

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Field Survey	Anticipated NTP: Mid-January 2020 (approx. 4 weeks)
Detail Design (100%)	Anticipated 100% completion: Mid-June 2020
Estimate (100%)	Anticipated 100% completion: Mid-June 2020
	(Anticipated duration of this work order is approximately 18 weeks)

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Detail plans (60% - 12 stations)	Mid-April 2020
Detail plans (90% - 12 stations)	Mid-May 2020
Detail plans (100% - 12 stations)	Mid-June 2020

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

We will need the following items/resources from MTS;

- Signal/Communications keys for access

- Current As-built conduit plans for each station as noted in Section III (If PDF is only available, we will draw over these as best as possible). Where the plans cannot be provided, or do not reflect existing condition a time/cost extension will be sought.
- Current as-built for structural, electrical and communication plans for each station as noted in Section III (If PDF is only available, we will draw over these as best as possible). Where the plans cannot be provided or do not reflect existing condition, a time/cost extension will be sought.
- Installation drawings (mechanical and electrical) for new 'init' fare collector/validator (and any renderings (2D or 3D) of final units
- Location of new fare collection/validator machines.
- Standard Specifications and special provisions for MTS construction work – inclusive of electrical, and civil work special provisions.
- CAD plans (if available) shall be provided
- Title block and border shall be provided to GSG
- All flagging to be provided by MTS or MOW

VIII. SPECIAL CONDITIONS

Any condition listed below applies solely to this Work Order and does not otherwise alter the Agreement or other Work Orders.

- No permits will be required to undertake this work
- No special insurance requirements shall be required to undertake this work
- All flagging shall be provided by MTS or MOW
- If civil survey or structural advice is required, this will be an added cost, over and above what has been estimated for this task.
- PE Stamping of plans are not included at this time (December 2019)

IX. MTS ACCEPTANCE OF SERVICES:

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

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

X. DEFICIENT WORK PRODUCT:

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

- Paying applicable delay fees,
- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

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

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

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

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

XII. PRICING

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

XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

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

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

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. B, AI 13, 1/16/20

MTS Doc. No. **G1946.0-17**

Work Order No. **WOA1946-AE-47.01**

Attachment: **B**

Work Order Title: **Fare Collection Upgrade**

Project No: **TBD**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		12th & Imperial	132.0	\$21,537.72
2		San Ysidro	118.0	\$19,262.26
3		City College	61.0	\$10,355.78
4		Palomar	58.0	\$9,821.51
5		Old Town	79.0	\$13,321.29
6		Iris	50.0	\$8,472.75
7		El Cajon	64.0	\$10,694.10
8		Gaslamp	78.0	\$13,241.65
9		Harborside	54.0	\$9,216.91
10		SDSU	75.0	\$12,216.81
11		Euclid	80.0	\$13,205.07
12		Grantville	94.0	\$15,507.27

Totals =

943.0

\$156,853.12

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
		X		GLOBAL SIGNALS GROUP, INC	943.0	\$156,853.12

Totals =

943.0

\$156,853.12

Work Order Estimate Summary

Att. B, AI 13, 1/16/20

Total Hours =	943
Total Costs =	\$156,853.12

Consultant/Subconsultant: GLOBAL SIGNALS GROUP, INC

MTS Doc. No.: G1946.0-17

Work Order No.: WOA1946-AE-47.01

Work Order Title: Fare Collection Upgrade - 30% to 100% Design (12 Stations)

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal In Charge	Group Director- Railroad	Engineer I	Engineer II	Engineer III	Technician II	Technician III	Supervisor Tech	Group Director - Systems	Admin Assistant	Total Hours	Totals
				\$ 245.92	\$ 208.71	\$ 127.90	\$ 151.15	\$ 174.41	\$ 46.51	\$ 58.14	\$ 63.37	\$ 245.92	\$ 93.02		
1	Station 1	12th & Imperial													
		Project Management / Invoicing		2									4	6	\$863.92
		Coordination & Meetings / Flagging coordination			2									2	\$417.42
		Field Survey / Conduit Survey - Additional				4	4	4						12	\$1,813.84
		Power Calculations/Validate Communications			2	4								6	\$929.02
		Detailed Design Plans (civil, electrical & communications connections)			8	20	24	40						92	\$14,831.68
		Concept drawings (plan layout)													
		Concept drawings / init interface			2									2	\$417.42
		Estimate - 100%			2			4						6	\$1,115.06
		Specifications			3			3						6	\$1,149.36
		Subtotals (Hours) =	N/A	2	19	28	28	51					4	132	\$21,537.72
		Subtotals (Costs) =		\$491.84	\$3,965.49	\$3,581.20	\$4,232.20	\$8,894.91					\$372.08	132	\$21,537.72
2	Station 2	San Ysidro													
		Project Management / Invoicing		2									4	6	\$863.92
		Coordination & Meetings / Flagging coordination			2									2	\$417.42
		Field Survey / Conduit Survey - Additional				4	4	4						12	\$1,813.84
		Power Calculations/Validate Communications			2	4								6	\$929.02
		Detailed Design Plans (civil, electrical & communications connections)			2	12	24	40						78	\$12,556.22
		Concept drawings (plan layout)													
		Concept drawings / init interface			2									2	\$417.42
		Estimate - 100%			2			4						6	\$1,115.06
		Specifications			3			3						6	\$1,149.36
		Subtotals (Hours) =	N/A	2	13	20	28	51					4	118	\$19,262.26
		Subtotals (Costs) =		\$491.84	\$2,713.23	\$2,558.00	\$4,232.20	\$8,894.91					\$372.08	118	\$19,262.26
3	Station 3	City College													
		Project Management / Invoicing		2									3	5	\$770.90
		Coordination & Meetings / Flagging coordination			2									2	\$417.42
		Field Survey / Conduit Survey - Additional					3	3						6	\$976.68
		Power Calculations/Validate Communications			2	4								6	\$929.02
		Detailed Design Plans (civil, electrical & communications connections)			2		16	12						30	\$4,928.74
		Concept drawings (plan layout)													
		Concept drawings / init interface			2									2	\$417.42
		Estimate - 100%			2			2						4	\$766.24
		Specifications			3			3						6	\$1,149.36
		Subtotals (Hours) =	N/A	2	13	4	19	20					3	61	\$10,355.78
		Subtotals (Costs) =		\$491.84	\$2,713.23	\$511.60	\$2,871.85	\$3,488.20					\$279.06	61	\$10,355.78
4	Station 4	Palomar													
		Project Management / Invoicing		2									3	5	\$770.90
		Coordination & Meetings / Flagging coordination			2									2	\$417.42
		Field Survey / Conduit Survey - Additional					2	2						4	\$651.12
		Power Calculations/Validate Communications			2	4								6	\$929.02
		Detailed Design Plans (civil, electrical & communications connections)			2		16	12						30	\$4,928.74
		Concept drawings (plan layout)													
		Concept drawings / init interface			1									1	\$208.71
		Estimate - 100%			2			2						4	\$766.24
		Specifications			3			3						6	\$1,149.36
		Subtotals (Hours) =	N/A	2	12	4	18	19					3	58	\$9,821.51
		Subtotals (Costs) =		\$491.84	\$2,504.52	\$511.60	\$2,720.70	\$3,313.79					\$279.06	58	\$9,821.51
5	Station 5	Old Town													
		Project Management / Invoicing		2									3	5	\$770.90
		Coordination & Meetings / Flagging coordination			2									2	\$417.42
		Field Survey / Conduit Survey - Additional					3	3						6	\$976.68
		Power Calculations/Validate Communications			2	3								5	\$801.12
		Detailed Design Plans (civil, electrical & communications connections)			2		24	24						50	\$8,230.86
		Concept drawings (plan layout)													
		Concept drawings / init interface			1									1	\$208.71
		Estimate - 100%			2			2						4	\$766.24
		Specifications			3			3						6	\$1,149.36
		Subtotals (Hours) =	N/A	2	12	3	27	32					3	79	\$13,321.29
		Subtotals (Costs) =		\$491.84	\$2,504.52	\$383.70	\$4,081.05	\$5,581.12					\$279.06	79	\$13,321.29

Work Order Estimate Summary

Att. B, AI 13, 1/16/20

Total Hours =	943
Total Costs =	\$156,853.12

Consultant/Subconsultant: GLOBAL SIGNALS GROUP, INC

MTS Doc. No.: G1946.0-17

Work Order No.: WOA1946-AE-47.01

Work Order Title: Fare Collection Upgrade - 30% to 100% Design (12 Stations)

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal In Charge	Group Director - Railroad	Engineer I	Engineer II	Engineer III	Technician II	Technician III	Supervisor Tech	Group Director - Systems	Admin Assistant	Total Hours	Totals
				\$ 245.92	\$ 208.71	\$ 127.90	\$ 151.15	\$ 174.41	\$ 46.51	\$ 58.14	\$ 63.37	\$ 245.92	\$ 93.02		
6	Station 6	Iris													
	Project Management / Invoicing			2									3	5	\$770.90
	Coordination & Meetings / Flagging coordination				2									2	\$417.42
	Field Survey / Conduit Survey - Additional														
	Power Calculations/Validate Communications				2	4								6	\$929.02
	Detailed Design Plans (civil, electrical & communications connections)				2		16	8						26	\$4,231.10
	Concept drawings (plan layout)														
	Concept drawings / init interface				1									1	\$208.71
	Estimate - 100%				2			2						4	\$766.24
	Specifications				3			3						6	\$1,149.36
	Subtotals (Hours) =	N/A		2	12	4	16	13					3	50	\$8,472.75
	Subtotals (Costs) =			\$491.84	\$2,504.52	\$511.60	\$2,418.40	\$2,267.33					\$279.06	50	\$8,472.75
7	Station 7	El Cajon													
	Project Management / Invoicing			2									3	5	\$770.90
	Coordination & Meetings / Flagging coordination				2									2	\$417.42
	Field Survey / Conduit Survey - Additional						2	2						4	\$651.12
	Power Calculations/Validate Communications				2	3								5	\$801.12
	Detailed Design Plans (civil, electrical & communications connections)				2		24	12						38	\$6,137.94
	Concept drawings (plan layout)														
	Concept drawings / init interface														
	Estimate - 100%				2			2						4	\$766.24
	Specifications				3			3						6	\$1,149.36
	Subtotals (Hours) =	N/A		2	11	3	26	19					3	64	\$10,694.10
	Subtotals (Costs) =			\$491.84	\$2,295.81	\$383.70	\$3,929.90	\$3,313.79					\$279.06	64	\$10,694.10
8	Station 8	Gaslamp													
	Project Management / Invoicing			3									3	6	\$1,016.82
	Coordination & Meetings / Flagging coordination				2									2	\$417.42
	Field Survey / Conduit Survey - Additional						2	2						4	\$651.12
	Power Calculations/Validate Communications				2	3								5	\$801.12
	Detailed Design Plans (civil, electrical & communications connections)				2		24	24						50	\$8,230.86
	Concept drawings (plan layout)														
	Concept drawings (vizationalization)				1									1	\$208.71
	Estimate - 100%				2			2						4	\$766.24
	Specifications				3			3						6	\$1,149.36
	Subtotals (Hours) =	N/A		3	12	3	26	31					3	78	\$13,241.65
	Subtotals (Costs) =			\$737.76	\$2,504.52	\$383.70	\$3,929.90	\$5,406.71					\$279.06	78	\$13,241.65
9	Station 9	Harborside													
	Project Management / Invoicing			2									3	5	\$770.90
	Coordination & Meetings / Flagging coordination				2									2	\$417.42
	Field Survey / Conduit Survey - Additional						2	2						4	\$651.12
	Power Calculations/Validate Communications				2	4								6	\$929.02
	Detailed Design Plans (civil, electrical & communications connections)				2		12	12						26	\$4,324.14
	Concept drawings (plan layout)														
	Concept drawings / init interface				1									1	\$208.71
	Estimate - 100%				2			2						4	\$766.24
	Specifications				3			3						6	\$1,149.36
	Subtotals (Hours) =	N/A		2	12	4	14	19					3	54	\$9,216.91
	Subtotals (Costs) =			\$491.84	\$2,504.52	\$511.60	\$2,116.10	\$3,313.79					\$279.06	54	\$9,216.91
10	Station 10	SDSU													
	Project Management / Invoicing			2									4	6	\$863.92
	Coordination & Meetings / Flagging coordination				2									2	\$417.42
	Field Survey / Conduit Survey - Additional						3	3						6	\$976.68
	Power Calculations/Validate Communications				2	6								8	\$1,184.82
	Detailed Design Plans (civil, electrical & communications connections)				2	16		24						42	\$6,649.66
	Concept drawings (plan layout)														
	Concept drawings / init interface				1									1	\$208.71
	Estimate - 100%				2			2						4	\$766.24
	Specifications				3			3						6	\$1,149.36
	Subtotals (Hours) =	N/A		2	12	22	3	32					4	75	\$12,216.81
	Subtotals (Costs) =			\$491.84	\$2,504.52	\$2,813.80	\$453.45	\$5,581.12					\$372.08	75	\$12,216.81

Work Order Estimate Summary

Att. B, AI 13, 1/16/20

Total Hours =	943
Total Costs =	\$156,853.12

Consultant/Subconsultant: GLOBAL SIGNALS GROUP, INC

MTS Doc. No.: G1946.0-17

Work Order No.: WOA1946-AE-47.01

Work Order Title: Fare Collection Upgrade - 30% to 100% Design (12 Stations)

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal In Charge	Group Director- Railroad	Engineer I	Engineer II	Engineer III	Technician II	Technician III	Supervisor Tech	Group Director - Systems	Admin Assistant	Total Hours	Totals
				\$ 245.92	\$ 208.71	\$ 127.90	\$ 151.15	\$ 174.41	\$ 46.51	\$ 58.14	\$ 63.37	\$ 245.92	\$ 93.02		
11	Station 11	Euclid													
	Project Management / Invoicing			2									4	6	\$863.92
	Coordination & Meetings / Flagging coordination				2									2	\$417.42
	Field Survey / Conduit Survey - Additional					4	4	4						12	\$1,813.84
	Power Calculations/Validate Communications				2	3								5	\$801.12
	Detailed Design Plans (civil, electrical & communications connections)				2	6	12	24						44	\$7,184.46
	Concept drawings (plan layout)														
	Concept drawings / init interface				1									1	\$208.71
	Estimate - 100%				2			2						4	\$766.24
	Specifications				3			3						6	\$1,149.36
	Subtotals (Hours) =	N/A		2	12	13	16	33					4	80	\$13,205.07
	Subtotals (Costs) =			\$491.84	\$2,504.52	\$1,662.70	\$2,418.40	\$5,755.53					\$372.08	80	\$13,205.07
12	Station 12	Grantville													
	Project Management / Invoicing			2									4	6	\$863.92
	Coordination & Meetings / Flagging coordination				2									2	\$417.42
	Field Survey / Conduit Survey - Additional					6	6	6						18	\$2,720.76
	Power Calculations/Validate Communications				2	3								5	\$801.12
	Detailed Design Plans (civil, electrical & communications connections)				2	6	12	32						52	\$8,579.74
	Concept drawings (plan layout)														
	Concept drawings / init interface				1									1	\$208.71
	Estimate - 100%				2			2						4	\$766.24
	Specifications				3			3						6	\$1,149.36
	Subtotals (Hours) =	N/A		2	12	15	18	43					4	94	\$15,507.27
	Subtotals (Costs) =			\$491.84	\$2,504.52	\$1,918.50	\$2,720.70	\$7,499.63					\$372.08	94	\$15,507.27
Totals (Summary) =														943	\$156,853.12
Total (Hours) =				N/A	25	152	123	239	363				41	943	
Total (Costs) =					\$6,148.00	\$31,723.92	\$15,731.70	\$36,124.85	\$63,310.83				\$3,813.82		\$156,853.12
Percentage of Total (Hours) =				N/A	3%	16%	13%	25%	38%				4%	100%	
Percentage of Total (Costs) =					4%	20%	10%	23%	40%				2%		100%

Work Order Estimate Summary

Att. B, AI 13, 1/16/20

Consultant/ Subconsultant: GLOBAL SIGNALS GROUP, INC

Contract No: G1946.0-17
Task Order No. WOA1946-AE-47.01
Attachment: B

Work Order Title: Fare Collection Upgrade - 30% to 100% Design (12 Stations)

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											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 =	



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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

COMMVAULT SUPPORT & MAINTENANCE AND PURCHASE OF ADDITIONAL
CAPACITY – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2334.0-20, (in substantially the same format as Attachment A) with Nth Generation Computing, Inc., a Woman Owned Business Enterprise (WBE), for Commvault support & maintenance and the purchase of additional capacity for a three (3) year base period in the amount of \$292,716.20.

Budget Impact

The value of this agreement will not exceed \$292,716.20 including tax. The project will be funded through the Information Technology (IT) operating budget account 661010-571250.

DISCUSSION:

Commvault is the software used at MTS to backup corporate data and critical systems. MTS is currently licensed to backup up 57TB of data, but are currently backing up 60TB worth of data. Although our current agreement allows MTS to exceed our backup capacity by 10%, staff determined that additional storage capacity is necessary for increased reliability and future growth.

MTS staff is recommending adding 23TB of licensing to bring our total capacity up from 57TB to 80TB. Along with this added capacity licensing, staff also determined the need to renew our support and maintenance for an additional three (3) years.



On November 25, 2019, MTS issued an Invitation for Bid (IFB) for Commvault support & maintenance and purchase of additional capacity. MTS received one (1) responsive and responsible bid on December 9, 2019, as follows:

Company Name	Grand Total
Nth Generation	\$292,716.20

After conducting price reasonableness analyses and reviewing Nth Generation's bid for responsiveness and responsibility, staff determined that Nth Generation's bid was fair and reasonable. Staff also conducted a single bid analysis to determine if there was anything that prevented open and fair competition, which includes a survey of all potential bidders. The responses indicated that there were no restrictive elements in the specification and the solicitation was conducted in an open and fair manner.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. G2334.0-20, (in substantially the same format as Attachment A) with Nth Generation Computing, Inc., a WBE, for Commvault support & maintenance and the purchase of additional capacity for a three (3) year base period in the amount of \$292,716.20.

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

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

Attachment: A. Draft MTS Doc. No. G2334.0-20

**STANDARD SERVICES AGREEMENT
FOR
COMMVAULT SUPPORT & MAINTENANCE
AND PURCHASE OF ADDITIONAL CAPACITY**

MTS DOC. No. G2334.0-20

THIS AGREEMENT is entered into this _____ day of _____ 2020, 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, as follows:

Commvault Support & Maintenance and Purchase of additional Capacity Services as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C) and Signed MTS Forms- Nth Generation Computing Inc. (attached as Exhibit D).

The contract term is for up to three (3) year base years. Base period shall be effective February 07, 2020 through February 07, 2023.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$292,716.20 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CONTRACTOR AUTHORIZATION

By: _____
Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: _____
Office of General Counsel

Title: _____

(____ total pages, each bearing contract number)

SA-SERVICES (REV 8/2/2018)



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Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

ZERO EMISSION BUS (ZEB) CHARGER - ELECTRICAL INFRASTRUCTURE
INSPECTION - TASK ORDER CONTRACT AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Work Order WOA2016-CM002 under MTS Doc. No. G2016.0-17 with TRC Engineers, Inc. for electrical inspection services for the ZEB Phase I Charger Project in the amount of \$43,944.81; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 1 to MTS Doc. No. WOA2016-CM002.1 (in substantially the same format as Attachment A) under MTS Doc. No. G2016.0-17 with TRC Engineers, Inc. in the amount of \$84,438.36 to provide additional ZEB charger electrical infrastructure inspection for the ZEB Phase II Charger Project.

Budget Impact

The value of Amendment 1 will not exceed \$84,438.36 and is funded under the MTS Capital Improvement Program (CIP) account 3006101901 (ZEB Pilot Program). With this amendment the new work order totals shall not exceed \$128,383.17.

DISCUSSION:

On March 1, 2019, MTS executed Task Order number WOA2016-CM002 to MTS Doc. No. G2016.0-17 with TRC Engineers Inc. to provide electrical infrastructure inspection as part of the ZEB Phase I Charger Project at the Imperial Avenue Division. The additional design services for the Project in Amendment No. 1 include continuing the electrical infrastructure inspection as part of the ZEB Phase II Charger project at the Kearny Mesa Division, South Bay Division, and East County Division.



MTS is exempt from local land use and zoning ordinances. As such, MTS is not required to obtain City of San Diego building permits or inspection services for projects that do not affect city facilities. San Diego Gas & Electric (SDG&E) requires inspection services and a letter of release by an appropriately trained and certified inspector who verified the construction and installation of the electrical work, prior to them setting the new electric meter and pulling conductors. The work provided by the electrical inspector as part of this amendment includes the continued inspection and creation of a letter of release to SDG&E.

The table below provides a summary of amendments, since the inception of the agreement:

Task Order No.	Amount	Description
WOA2016-CM002	\$43,944.81	Original Task Order
WOA2016-CM002.1	\$84,438.36	Additional Inspection
Total Task Order Value	\$128,383.17	

Recommended Action

Therefore, staff recommends that the MTS Board of Directors ratify the original task order related to the ZEB Phase I Charger Project and authorize the CEO to execute Amendment No. 1 to provide additional ZEB charger electrical infrastructure inspection for the ZEB Phase II Charger Project. With this amendment the new work order totals shall not exceed \$128,383.17.

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

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

Attachments: A. Draft Amendment WOA2016-CM002.1
B. Work Order Estimate Summary
C. Work Order Title: IAD MTS

December 18, 2019

MTS Doc. No. G2016.0-17
Work Order No. WOA2016-CM002.1

Derich Sukow, P.E.
Vice President of Construction Engineering and Inspection, California
TRC Engineers, Inc.
17911 Von Karman Avenue
Suite 400
Irvine, CA 92614
Cell: 714.721.4229
Office: 949.337.4284

Dear Mr. Sukow:

Subject: MTS DOC. NO. G2016.0-17, WOA2016-CM0021, CONSTRUCTION MANAGEMENT
SERVICES – WORK ORDER AGREEMENT AMENDMENT

This letter shall serve as Amendment 1 to MTS Doc. No. G2016.0-17, WOA2016-CM002, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide additional inspection staff for the Zero Emissions Bus Charger Station Installation in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

SCHEDULE

The schedule shall align with ZEB Phase 2 (PWG301.0-20) project schedule.

PAYMENT

The total cost for all work under this Amendment shall not exceed \$84,438.36, without prior written approval from MTS. The total value of this contract including this amendment shall not exceed \$128,383.17.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Derich Sukow
TRC Engineers, Inc.

Date: _____

Attachments: A - Schedule A Scope of Services
B - Schedule A Negotiated Fee Proposal

Work Order Estimate Summary

Att. B, AI 15, 1/16/20

MTS Doc. No. **G2016.0-17**

Work Order No. **WOA2016-CM002.1**

Attachment: **B**

Work Order Title: **INSPECTION SERVICES FOR IAD ZERO EMISSION BUS
(ZEB) CHARGERS - PHASE II**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0700-2700	Perform Construction Inspection	\$83,438.36
2			

Totals = **\$83,438.36**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	0700-2700	Perform Construction Inspection	434.0	\$83,438.36
2				
3				
4				
5				

Totals = **434.0** **\$83,438.36**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	TRC Engineers, Inc.	434.0	\$83,438.36

Totals = **434.0** **\$83,438.36**



Contract No.:
 Work Order No.:
Attachment A

WORK ORDER TITLE: IAD MTS Doc. No.

I. PROJECT DESCRIPTION

In continued efforts to reduce carbon emissions in San Diego, the Metropolitan Transit System (MTS) Board of Directors unanimously approved the purchase of six (6) 40-foot electric buses from New Flyer and options to purchase nine depot chargers. The total cost is estimated to be \$6 million and the buses are expected to arrive in July 2019.

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 zero-emissions buses and use them on existing routes throughout San Diego for a period of two 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. As part of the pilot program, two charging stations were installed at IAD and now MTS will be installing two chargers at each of the other divisions with related new service, SDGE meter, transformer, switchgear and related underground conduit and conductors.

MTS entered into a Memo of Understanding with the City of San Diego preserving our exemption from local land use and zoning ordinances. As such, MTS is not required to obtain City of San Diego building permits or inspection services for projects that do not affect their facilities. SDGE requires inspection services and a letter of release by an appropriately trained and certified inspector who verified the construction and installation of the electrical work, prior to them setting the new electric meter and pulling conductors.

The intent of this Work Order is to provide the electrical inspection services of the electrical portion of the installation of six total owner furnished contractor installed chargers. Two will be installed at our Kearny Mesa Division, two at our East County Division, and two at our South Bay Maintenance Facility. In addition to the inspection services of the electrical portion, the scope of work includes generating and providing a letter of release to SDGE.

II. EXPECTED RESULTS

The objective of this work order is to provide onsite construction inspection of the charger installation project, coordination with SDG&E as needed in an effort to generate and provide a letter of release to SDGE to allow SDGE to set the new electric meter and pull the new conductors.

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, such as the HDR design team.

- 1.3 Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.
- 1.5 Provide coordination with MTS, the selected contractor, the HDR design team, and SDGE as needed. MTS will provide the final construction bid set of plans and specs to the selected consultant and provide schedule updates of the actual construction which is expected to approximately commence in early April of 2019 and be completed by July of 2019.

Task 2 – Project Inspection

- 2.1 Perform review of construction documents as necessary including SDGE documents, project plans & specifications, electrical submittals, and charger submittals which will be reviewed and approved by HDR. Intended chargers are Chargepoint Charging Stations; CPE250-CCS-1
- 2.2 Attend pre-construction meetings for both the MTS contractor's work and the SDGE construction at the direction of MTS.
- 2.3 Perform inspection of the contractor's electrical construction including the following:
 - Inspection for code compliance, spacing, sizes, conduit sweep dimensions, conduit building anchoring etc. for all related underground and above ground conduit, wiring and related appurtenances for the new bus chargers.
 - Switchgear installation and related underground work including pull boxes, conduit and pad installation.
 - Underground work including pull boxes, conduit, and pad for the transformer installed by SDGE.
 - Safety review of the generator installed by the contractor to aid in providing power to the Service Lanes building.
 - Code compliance of all electrical appurtenances related to the charger installations to allow for confident generation and transmission of release letter to SDGE.
- 2.4 Provide notifications to the installation contractor and MTS of any non-compliant work.

Task 3 – SDGE Letter of Release

- 3.1 Upon completion of the electrical rough-in to a point where it is safe for SDGE to install the new electric meter and energize the meter, the consultant is to generate and send a letter of release to SDGE authorizing them to proceed with installation of the meter and energizing the meter.

IV. PERIOD OF PERFORMANCE

The intent is to potentially start this construction project in February of 2020 and have construction completed by July 2019 if not sooner.

V. DELIVERABLES

- Inspection reports and daily reports
- SDGE letter of release

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Project Management & Coordination	NTP / Project Completion
Project Inspection	NTP / Project Completion
SDGE Letter of Release	NTP / Course of Construction

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Inspection reports and daily reports	Daily
SDGE Letter of Release	When appropriate

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

MTS to provide all related project documents in PDF form including the IFB package, project plans, project specifications, and approved submittals. MTS will also share for record all relevant SDGE documentation.

VIII. SPECIAL CONDITIONS

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

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

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

X. DEFICIENT WORK PRODUCT:

Throughout the design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays

any portion of the project, Firm shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Paying applicable delay fees,
- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

Firm 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 Firm's work control, when and as requested by MTS.

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

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

XII. ADDITIONAL INFORMATION

After completing the bidding and procurement process we anticipate starting the construction in early February. To be provided for reference are the bid set construction plans, specifications, IFB, and Estimate. The project duration is ninety (140) calendar days.

All work is to occur at the Kearny Mesa Division ("KMD") located at 4630 Ruffner Road, San Diego, CA 92111, East County Division ("ECD") located at 544 Vernon Way, El Cajon, CA 92020 and South Bay Maintenance Facility ("SBMF") located at 3610 Main Street, Chula Vista CA, 91911.

All base bid work shall be completed within one hundred forty (140) calendar days from issuance of the Notice to Proceed. At bid time, switchgear manufacturers were estimating 10-12 weeks lead time for the new switchgears. The contractor is to start the submittal process for the switchgear at issuance of NTP in order to meet the schedule. The intent is to perform all underground work, wire pulling, charger installation, and prep for switchgear install prior to delivery of the switchgear. The contract is to start the work at KMD, then SBMF, then ECD and upon switchgear delivery return to KMD to install the switchgear and complete the install to 100% followed by SBMF then ECD. It is allowable for the contractor to perform the install at all three sites concurrently as well.



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Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

AD BUYING SOFTWARE – 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. G2291.0-19 (in substantially the same format as Attachment A) with Zeba Consulting (Zeba), a Disadvantaged Business Enterprise (DBE), for the provision of ad buying software for a period of one (1) base year with two (2) 1-year options, exercisable at MTS's sole discretion and not to exceed the amount of \$559,500.00.

Budget Impact

The value of this agreement will not exceed \$559,500.00. The project will be funded through the Marketing department operating budget account 551010-571140. Approximately 70% of the value of this contract is the actual cost of the advertising, actual impressions; the other 30% includes software license fees and amount paid to Zeba for the services they are providing.

DISCUSSION:

The MTS Marketing department works with advertisers to promote public transportation. As part of this effort, MTS utilizes digital advertising platforms to reach a specific target audience. Due to the relatively small ad purchasing requirements of the agency, staff makes these purchases manually and without access to a more efficient, ad buying software platform. MTS Marketing sought a Demand Side Platform to purchase digital advertising with the following features:

- Cloud based platform on secure servers with access to purchase premium native, video, and display advertising online.
- Software with third-party provided brand safety measures to prevent the MTS brand from advertising on websites that are contrary to its mission or values.



- Software that provides detailed reporting about success of campaigns

The digital ad purchases will allow MTS to disseminate transit information such as service changes, partner programs, and general MTS awareness via advertising to riders and communities. Using targeted digital advertising, MTS would be able to get important information out to those who will be most affected for the best value (such as youth fare changes or increased service along certain corridors). It should be noted that these advertising purchases are outside the scope of campaigns run through the MTS contracted advertising agency.

On August 2, 2019, MTS issued a Request for Proposals for ad buying software. Two proposals were received by the due date of September 26, 2019 from Zeba Consulting and Choozle Inc.

A selection committee consisting of representatives from MTS Marketing and Information Technology rated the proposals. The ratings were based on the following criteria:

1. Qualifications, Capabilities and Capacities of the Firm	10%
2. Capabilities and Capacities	35%
3. Usability and Workflow Plan	30%
4. Cost/Price	25%
Total 100%	

On November 5, 2019, the selection committee evaluated the proposals and scored as follows:

Ranking	Proposer Name	Total Avg. Tech. Score	Avg. Cost Score	Cost in \$	Total Score
1.	Zeba	60	23	\$559,500	83
2.	Choozle	30	25	\$541,500	55

Based on the objectives of this procurement, consideration of the evaluation criteria and Zeba Consulting's technical and price proposals, the evaluation committee determined that Zeba Consulting presented the overall best value to MTS.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G2291.0-19 (in substantially the same format as Attachments A) with Zeba Consulting for the provision of ad media buying software platform for a period of one (1) base year with two (2) 1-year options for a not to exceed amount of \$559,500.00.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft MTS Doc. No. G2291.0-19
B. Cost Breakdown

**STANDARD SERVICES AGREEMENT
FOR
AD BUYING SOFTWARE**

MTS DOC. No. G2291.0-19

THIS AGREEMENT is entered into this _____ day of _____ 2020, 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: Zeba Consulting Address: 8275 Terrace Drive

Form of Business: S-Corporation El Cerrito, CA 94530
(Corporation, partnership, sole proprietor, etc.)

Telephone: 510-213-4269 Email Address: evelyn@zebamedia.com

Authorized person to sign contracts: Evelyn Grewal Chief Executive Officer
Name Title

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

Ad Buying Software 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), and Forms (attached as Exhibit D).

The contract term is for up to one (1) base year with two (2) 1-year options, exercisable at MTS's sole discretion, for a total of three years. Base period shall be effective February 1, 2020 through February 1, 2021 and option years shall be effective February 1, 2021 through February 1, 2023, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$187,500 for the base year and \$372,000 for the option years, for a contract total not to exceed \$559,500 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ZEBA CONSULTING
By: _____ Paul Jablonski, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, Office of General Counsel	Title: _____

Attachment B will be provided with Board materials.



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San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 01/09/20**

SUBJECT:

FARE MEDIA RETAIL NETWORK – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to:

- 1) Execute MTS Doc No. G2287.0-19 (in substantially the same format as Attachment A) with Ready Credit Corporation (RCC) for the provision of a fare media retail network for a period of ten (10) base years (minimum annual cost of \$180,000 plus 6.65% commission on all sales) with two (2) 5-year options (minimum annual cost of \$198,900 plus 6.65% commission for Option Period 1 and \$241,956 plus 6.65% commission for Option Period 2); and
- 2) Authorize the CEO to exercise the option periods at their discretion.

Budget Impact

The minimum cost for this contract is \$180,000 per year for the base period (Years 1-10), \$198,800 per year for Option Period 1 (Years 11-15), and \$241,956 for Option Period 2 (Years 16-20). Based on MTS's current retail sales volumes, the cost of this agreement is anticipated to be approximately \$538,800 per year (base period), for a total of \$5,388,000 for the Base Period. This project is funded by revenues generated through the sale and reloading of transit passes. Actual costs will vary based on the volume of retail cards sold each month. Retail sales volumes will be impacted by the popularity of other purchase channels, including: ticket vending machines, online purchases and reloads, MTS app purchases, group or employer sales channels, institutional and/or universal pass programs.



DISCUSSION:

MTS and North County Transit District (NCTD) are in the process of implementing a new account-based, open architecture electronic fare payment system from INIT. The new fare collection system is being designed to support both agencies and any regional partners that may choose to utilize the system in the future.

As part of this fare collection system, the agencies are looking to provision a retail network for the distribution and reloading of smartcard fare media, enabling customers to easily and securely add value or products to their transit accounts via their smartcard. RCC would be responsible for recruiting and managing a network of hundreds of retail merchants who will sell fare media, stored value and products. RCC will coordinate the provision of the retail network in conjunction with implementation of the fare collection system, such that the retail network will be fully operational soon after launch of the new system.

The retail network will provide customers with a simple and convenient experience for the purchase of fare media and reloading of existing transit accounts. The retail model utilized will be very similar to the one employed in gift card sales, as this approach will be familiar to customers and retail merchants, limiting the need for extensive training and outreach for either.

Objectives of the retail network implementation include:

1. Attracting new customers to the fare collection system through convenience and ease, utilizing existing retail models such as existing gift card load networks.
2. Improving the retail network by expanding to new markets, transit corridors and under-served areas.
3. Reducing cash usage by decreasing customer use of vending machines and bus fareboxes.
4. Serving the unbanked and under-banked communities.
5. Maintaining fiscal controls and expedite sales revenue recognition.

In addition, the new retail network will be substantially larger than the current retail network, in quantity of participants and coverage area. The region currently holds 55 retail locations but will grow to approximately 400 locations once the entire RCC retail network relationships are on-boarded.

On May 28, 2019, MTS issued a Request for Proposals for the provision of a fare media retail network.

On July 18, 2019, a single proposal was received by Ready Credit Corporation. The proposal was deemed responsive and responsible. To ascertain that the solicitation was not restrictive, MTS emailed two surveys to all the firms that downloaded the RFP on PlanetBids asking them their reason/s for not proposing. The results indicated that neither the RFP nor MTS procurement processes played a role in their decision not to respond.

A selection committee consisting of representatives from MTS Administration, Planning, Marketing, Finance, San Diego Transit Corporation, SANDAG and NCTD. The ratings were based on the following criteria:

1. Qualifications of the Firm or Individual	25%
2. Work Plan	45%
3. Cost/Price	<u>30%</u>
	Total 100%

On July 30, 2019, the selection committee evaluated the proposal and scored as follows:

Proposer Name	Total Avg. Tech. Score	Cost Score	Total Score
RCC	50.21	30	80.21

After the initial evaluation of the proposal, the selection committee determined it would be in the agencies' best interest to interview and negotiate with RCC. Over the course of three months, staff interviewed, requested and received clarifications, and conducted pricing negotiations with RCC.

Based on the objectives of this procurement, consideration of the evaluation criteria and RCC's technical and negotiated price proposals, the evaluation committee determined that RCC presented the overall best value to MTS.

The negotiated pricing for the contract includes a tiered monthly fixed fee and a variable rate based on sales volume. (See Attachment B.) Depending on the tiered monthly sales, the monthly fixed fees range from \$0 - \$15,000, and the variable rate remains consistent at 6.65% regardless of sales volume. The minimum annual cost for maintaining the retail card network is \$180,000, even if no cards are purchased. As sales volumes increase, the minimum monthly fixed fee is reduced and supplanted with commission earnings. The fixed fee escalates in each Option period.

MTS's current retail network (55 locations such as Albertsons grocery store) accounts for approximately \$600,000 per month (\$7.2 million annually) in Compass Card revenue. If the new RCC network were to perform at a similar level, the cost to MTS would be \$44,900 per month (\$5,000 fixed fee and \$39,900 in commission/variable cost), or \$538,800 per year.

There is a strong likelihood that retail sales volumes will increase as MTS rolls out the new Pronto card and the RCC network expands from the current 55 locations to more than 400 locations. For example, if monthly sales volumes increase to \$700,001, the cost to MTS will increase to \$49,550 per month (\$3,000 fixed fee and \$46,550 commission), or \$594,601 per year. After \$800,000 sales in a given month, the fixed fee is waived, with all costs being 6.65% commission only. Sales volumes will fluctuate month to month, and the table in Attachment B will be used in determining RCC commission based upon those sales.

The new RCC retail sales network is scheduled to be rolled out at the same time as MTS's next generation fare system, Pronto. The Pronto roll-out is currently estimated for Spring 2021. Awarding the contract in January 2020 will provide sufficient time to have

the RCC network ready at that time, and to be fully integrated with the Pronto fare system.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G2287.0-19 (in substantially the same format as Attachment A) with Ready Credit Corporation (RCC) for the provision of a fare media retail network for a period of ten (10) base years (minimum annual cost of \$180,000 plus 6.65% commission on all sales) with two (2) 5-year options (minimum annual cost of \$198,900 plus 6.65% commission for Option Period 1 and \$241,956 plus 6.65% commission for Option Period 2); and authorize the CEO to exercise the option periods at their discretion.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft MTS Doc. No. G2287.0-19
B. Fare Media Retail Network

**STANDARD SERVICES AGREEMENT
FOR
FARE MEDIA RETAIL NETWORK**

MTS DOC. No. G2287.0-19

THIS AGREEMENT is entered into this _____ day of _____ 2020, 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: Ready Credit Corporation Address: 10340 Viking Drive, Suite 125

Form of Business: Corporation Eden Prairie, MN 55344

(Corporation, partnership, sole proprietor, etc.)

Telephone: 612-466-7360 Email Address: bhedberg@readycreditcorp.com

Authorized person to sign contracts: Brian Hedberg Executive Vice President
Name Title

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

Fare Media Retail Network as specified in the Scope of Work (attached as Exhibit A), Pricing Formula (attached as Exhibit B), and in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), and Federal Requirements (attached as Exhibit D).

The contract term is for up to ten (10) base years with two (2) 5-year options, exercisable at MTS's sole discretion, for a total of three years. Base period shall be effective February 1, 2020 through January 31, 2030 and option years shall be effective February 1, 2030 through January 31, 2040, if exercised by MTS.

Payment terms shall be net 30 days from invoice date.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CONTRACTOR AUTHORIZATION

By: _____
Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: _____
Office of General Counsel

Title: _____

(___ total pages, each bearing contract number)

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

Commission Structure: Years 1-10 (Base Period)

Monthly Sales Range	Monthly Fixed Fee	Variable Rate (6.65%) Monthly Sales Range	Total Monthly Cost Range	Annualized Range
- - 200,000	15,000	- - 13,300	15,000 - 28,300	180,000 - 339,600
200,001 - 300,000	13,000	13,300 - 19,950	26,300 - 32,950	315,601 - 395,400
300,001 - 400,000	11,000	19,950 - 26,600	30,950 - 37,600	371,401 - 451,200
400,001 - 500,000	9,000	26,600 - 33,250	35,600 - 42,250	427,201 - 507,000
500,001 - 600,000	7,000	33,250 - 39,900	40,250 - 46,900	483,001 - 562,800
600,001 - 700,000	5,000	39,900 - 46,550	44,900 - 51,550	538,801 - 618,600
700,001 - 800,000	3,000	46,550 - 53,200	49,550 - 56,200	594,601 - 674,400
800,001 +		53,200 +	53,200 + -	638,401 +

Commission Structure: Years 11-15 (Option Period 1)

Monthly Sales Range	Monthly Fixed Fee	Variable Rate (6.65%) Monthly Sales Range	Total Monthly Cost Range	Annualized Range
- - 200,000	16,575	- - 13,300	16,575 - 29,875	198,900 - 358,500
200,001 - 300,000	14,365	13,300 - 19,950	27,665 - 34,315	331,981 - 411,780
300,001 - 400,000	12,155	19,950 - 26,600	32,105 - 38,755	385,261 - 465,060
400,001 - 500,000	9,945	26,600 - 33,250	36,545 - 43,195	438,541 - 518,340
500,001 - 600,000	7,735	33,250 - 39,900	40,985 - 47,635	491,821 - 571,620
600,001 - 700,000	5,525	39,900 - 46,550	45,425 - 52,075	545,101 - 624,900
700,001 - 800,000	3,315	46,550 - 53,200	49,865 - 56,515	598,381 - 678,180
800,001 +		53,200 +	53,200 + -	638,401 +

Commission Structure: Years 16-20 (Option Period 2)

Monthly Sales Range	Monthly Fixed Fee	Variable Rate (6.65%) Monthly Sales Range	Total Monthly Cost Range	Annualized Range
- - 200,000	20,163	- - 13,300	20,163 - 33,463	241,956 - 401,556
200,001 - 300,000	17,475	13,300 - 19,950	30,775 - 37,425	369,301 - 449,100
300,001 - 400,000	14,787	19,950 - 26,600	34,737 - 41,387	416,845 - 496,644
400,001 - 500,000	12,098	26,600 - 33,250	38,698 - 45,348	464,377 - 544,176
500,001 - 600,000	9,410	33,250 - 39,900	42,660 - 49,310	511,921 - 591,720
600,001 - 700,000	6,721	39,900 - 46,550	46,621 - 53,271	559,453 - 639,252
700,001 - 800,000	4,033	46,550 - 53,200	50,583 - 57,233	606,997 - 686,796
800,001 +	-	53,200 +	53,200 + -	638,401 +



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Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

January 16, 2020

**Draft for
Executive Committee
Review Date: 1/9/20**

SUBJECT:

RADIO REPEATER REPLACEMENTS - 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. PWL305.0-20 (in substantially the same format as Attachment A), with Day Management Corp (dba Day Wireless Systems), for Radio Repeater Replacements as detailed in the scope of work (Attachment B), in the amount of \$264,387.38 effective February 2020.

Budget Impact

The value of this agreement will not exceed \$264,387.38. The project will be funded through the MTS Capital Improvement Project (CIP) account 2008109801 (Radio Infrastructure).

DISCUSSION:

MTS utilizes a radio system for communication throughout its service area to communicate with vehicle operators and security personnel to ensure the safe and efficient operation of the transit system. The radio system is an essential tool in the operation of our service, and similar to many technology services requires constant maintenance and periodic replacement of sub-component parts also known within the industry as a "refresh".

The Radio System, located at twelve (12) different MTS radio frequency sites strategically located throughout the county, consists primarily of aging Motorola MTR2000 base station repeaters that work to transmit and receive radio communication. The MTR2000 are no longer supported by Motorola and are at the end of their useful life. MTS staff has a proposed plan to replace the thirty one (31) Motorola MTR2000 with



thirty (30) Motorola SLR8000 radio base station repeater infrastructure, or approved equal, at the different MTS sites over a phased approach of three (3) years.

The replacement plan has been phased as follows (in substantially the same format as Attachment B):

- i. Phase I, FY20: Replace seven (7) MTR2000 repeaters with seven (7) SLR8000 base radio repeaters at four (4) sites.
- ii. Phase II, FY21: Replace ten (10) MTR2000 repeaters with ten (10) SLR8000 base radio repeaters at three (3) sites.
- iii. Phase III, FY22: Replace fourteen (14) MTR2000 repeaters with thirteen (13) SLR8000 base radio repeaters at five (5) sites.

On October 31, 2019, MTS issued an Invitation for Bids (IFB) for Radio Repeater Replacements. By December 16, 2019, MTS received a single bid from Day Wireless Systems. To ascertain that the solicitation was not restrictive, staff conducted a single bid analysis, the results of which indicated that other bidders chose not to bid due to their own business reasons. Therefore, MTS determined that competition was adequate. By a comparison to MTS's Independent Cost Estimate (ICE) at \$293,411.25, a savings to MTS of \$29,023.88, staff determined Day Wireless Systems bid to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO execute MTS Doc. No. PWL305.0-20 (in substantially the same format as Attachment A), to Day Management Corp (dba Day Wireless Systems) for Radio Repeater Replacements as further described in the scope of work (Attachment B), in the amount of \$264,387.38 effective February 2020.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Draft Standard Services Agreement MTS Doc. No. PWL305.0-20
B. Scope of Work
C. Cost Breakdown

**STANDARD SERVICES AGREEMENT
FOR
RADIO REPEATER REPLACEMENTS**

MTS DOC. No. PWL305.0-20

THIS AGREEMENT is entered into this ____ day of _____ 2020, 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>Day Management Corp (dba Day Wireless Systems)</u>	Address:	<u>PO Box 22169 Milwaukie, OR 97269-2169</u>
Form of Business:	<u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email Address:	<u>contracts@daywireless.com</u>
Telephone:	<u>(503) 659-1240</u>		
Authorized person to sign contracts	<u>Brent McGraw</u>	<u>Executive Vice President</u>	
	Name	Title	

The attached Standard Conditions are part of this Agreement. The Contractor agrees to

Provide for Radio Repeater Replacements as specified in the Scope of Work (attached as Exhibit A), Bid Form (attached as Exhibit B), and in accordance with the Standard Conditions Procurement (attached as Exhibit C) and Forms (attached as Exhibit D).

The contract is effective February 2020 to December 31, 2022.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$264,387.38 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____	Firm: _____
Approved as to form:	By: _____
By: _____	Title: _____

SECTION 2.0 - SCOPE OF WORK/TECHNICAL SPECIFICATIONS**2.0 SCOPE OF WORK****A. Introduction**

The Radio System located at the radio frequency sites below primarily consists of aging Motorola MTR2000 base station repeaters for Transmit and Receive. The MTR2000 are no longer supported by Motorola and are at the end of their useful life. San Diego Trolley, Inc. (SDTI) has a proposed plan to replace the Motorola MTR2000 with Motorola SLR8000 radio base station repeater infrastructure, or approved equal, over a phased approach of three (3) years. Year 1 is fully funded. Options years 2 and 3 will be exercised at MTS's sole discretion based on funding availability. The manufacturer's specifications sheet on the SLR8000 are included as Attachment 1.

Contractor shall be responsible for the procurement of Motorola SLR8000 (or approved equal), the removal of the MTR2000, and the installation of the Motorola SLR8000 radio repeaters and supporting equipment at the sites shown below.

The replacement plan has been phased as follows:

- i. Phase I, FY-20: Replace seven (7) MTR2000 repeaters with seven (7) SLR8000 base radio repeaters.
- ii. Option Phase II, FY-21: Based on funding availability, replace ten (10) MTR2000 repeaters with ten (10) SLR8000 base radio repeaters.
- iii. Option Phase III, FY-22: Based on funding availability, replace fourteen (14) MTR2000 repeaters with thirteen (13) SLR8000 base radio repeaters.

Contractor's pricing for the Motorola SLR8000 base station repeater infrastructure should include all costs including but not limited to wireline, pre-selector options, related supplies and shipping. The write-up on the pre-selector and wireline options taken from the Service Manual are included as Attachment 2.

The labor cost should be all inclusive, including but not limited to travel, removal of old, installation of new and optimization. MTS has determined that each transmitter/transceiver replacement process including travel will take no more than four (4) hours. For example under year 1, seven (7) old repeaters are removed and seven (7) new are installed, under a schedule of 28 hours ($28/7 = 4$ hours each). MTS will not pay additional costs or for more hours.

B. Year 1 Sites

- i. San Miguel Transmitter/Receiver Site (San Miguel Mountain)
 - a) Channel 2 Transceiver
 - b) Channel 3 Transceiver
 - c) Channel 5 Transceiver
- ii. Pt Loma Transmitter Site (201 Catalina Blvd, San Diego, CA 92107)
 - a) Channel 3 Transmitter
 - b) Channel 5 Transmitter

- iii. Central Control Site (12 South 13th Street, San Diego, CA 92101)
 - a) Channel 6 Transceiver Receiver
- iv. Alvarado Receiver Site (6658 Alvarado Road, San Diego, CA 92120)
 - a) Channel 5 Receiver

C. Option Year 2 Sites

- i. El Cajon/Crest Receiver Site (519 Alta Lane, El Cajon, CA 92021)
 - a) Channel 1 Receiver
 - b) Channel 2 Receiver
 - c) Channel 3 Receiver
 - d) Channel 5 Receiver
- ii. Catalina Receiver Site (1057½ Catalina Blvd., San Diego, CA 92107)
 - a) Channel 1 Receiver
 - b) Channel 2 Receiver
 - c) Channel 3 Receiver
 - d) Channel 5 Receiver
- iii. Stadium Receiver Site (9449 Friars Rd, San Diego, CA 92108)
 - a) Channel 3 Receiver
 - b) Channel 5 Receiver

D. Option Year 3 Sites

- i. San Ysidro Receiver Site (2711 E. Beyer Blvd., San Diego, CA 92173)
 - a) Channel 1 Receiver
 - b) Channel 5 Receiver
- ii. Central Receiver Site (12 South 13th Street, San Diego, 92101)
 - a) Channel 1 Receiver
 - b) Channel 2 Receiver
 - c) Channel 3 Receiver
 - d) Channel 5 Receiver
- iii. Encanto Receiver Site (6770 Aviation Drive, San Diego, CA 92114)
 - a) Channel 2 Receiver
 - b) Channel 5 Receiver
- iv. H Street Receiver Site (745 H Street, Chula Vista, CA 91910)
 - a) Channel 1 Receiver
 - b) Channel 3 Receiver
 - c) Channel 5 Receiver
- v. Old Town Site (4005 Taylor St, San Diego, CA 92110)
 - a) Channel 3 Receiver
 - b) Channel 5 Receiver

E. Scope of Services

Contractor's responsibilities under this scope of work are shown below. Any deviations must be approved by MTS prior to the deviation:

- i. MTS considers its light rail communications system to be a life-safety-grade communications medium. Safe train movement and system security depend on the proper operation of this communications system every second of every day. As such, MTS takes the operation and maintenance of its communications system very seriously. Leaving the communications system in a degraded state as a result of problems encountered during the upgrade is not acceptable.
- ii. Therefore, the contractor must be diligent with time management, ensuring there is enough time allotted to personnel to correct any problems that may arise during the upgrade. If the contractor is unable to correct a problem that may leave the system in a degraded state, the contractor shall place the original equipment back in service on the same trip. At no time should the contractor leave a site with the system in a degraded condition.
- iii. Contractor shall not make assumptions about system operation or methodologies and if something about the system is not understood, contractor should contact MTS for explanation or guidance as to why something is configured the way it is. MTS understands that its system is unique in some aspects, and will provide reasonable support as needed to answer any questions about the system.
- iv. Contractor understands that MTS considers its site and building locations, access and alarm codes, system programming, and other non-public details about the communications system to be proprietary, confidential information. As such, contractor and its personnel should refrain from discussion of these details with personnel outside of the project, publication of details on the internet, websites, etc.
- v. The contractor will be expected to perform pre-tests of original ("existing") radio equipment and record the test results. Those pre-tests shall include:
 - a) Existing wireline output from receiver to wireline, measured in decibel-milliwatts (dBm) using a Transmission Impairment Measurement Set (TIMS) in bridge mode with the circuit in operation.
 - b) Existing receiver sensitivity measured by generating an on-channel RF signal directly into the receiver pre-selector input (antenna port). Measurement should be in dBm.
 - c) Existing effective receiver sensitivity measured by generating an on-channel RF signal into the antenna network via an isolated "T" connection or signal sampler. Measurement should be in dBm.
- vi. If working at transceiver sites, *in addition to the above tests*, the following pre-tests shall be performed:
 - a) Existing wireline input levels to transmitter from dispatch console measured in dBm, using a TIMS in bridge mode with the circuit in operation with dispatch

generating a 1004Hz tone (Console Alert Tone 1) to make the measurement.

- b) Existing forward transmitter power to antenna network, measured at transmitter antenna connector (transmit port). Measurement should be in Watts.
 - c) Existing reflected transmitter power to antenna network, measured at transmitter antenna connector (transmit port). Measurement should be in Watts.
 - d) Existing transmitter deviation measured in kilohertz.
 - e) Existing "Private Line" (PL) deviation measured in kilohertz.
 - f) Existing transmitter frequency error measured in Hertz.
- vii. Receiver sensitivity tests shall be made with a 1000Hz tone referenced to -12dB SINAD as the standard.
 - viii. Contractor will program and align the replacement stations to match the original stations as closely as possible, particularly with regard to wireline levels, receiver sensitivity, transmitter deviation and power output.
 - ix. Contractor shall not arbitrarily increase transmitter power output levels under any circumstances. Power output levels of replacement equipment should be set to match original equipment.
 - x. When work is complete, these tests will be repeated and recorded as "post-test" readings. Performance differences will be recorded in a separate column from the "pre-test" and "post-test". Any negative discrepancies shall be explained in a comments section of the form. The contractor may independently develop a form or worksheet for recording this information, so long as it is thorough and complete, providing all required information, and presented in a printed form. Handwritten data will not be accepted.

F. Detailed Requirements

- i. Workmanship shall be of the highest quality available in the industry, and comply in all respects with the requirements of MTS. Workmanship shall conform to the highest standards of the industry, with exceptions as noted below due to certain site conditions beyond the control of MTS. Finished work shall be of the required quality and present a neat and orderly appearance. Non-conforming work shall be corrected to MTS's satisfaction at no additional cost.
- i. Contractor shall provide a schedule for equipment replacement at least two weeks before commencing work that will be reviewed and approved by MTS.
- ii. When replacing the equipment, at least 24 hours of notice to MTS Operations Central Control (OCC) will be expected prior to commencement of work. Prior to beginning any days work, contractor shall contact the OCC Supervisor to determine if the work can proceed based on current rail system status. The OCC Supervisor will make the final go/no go decision as to whether or not to proceed with the work. When the work is complete, contractor will notify the OCC Supervisor to verify proper operation at the

dispatch end of the system.

- iii. Before powering off any equipment, the contractor shall make the OCC Supervisor aware that the equipment is being powered off, and that the affected receiver should be disabled at the dispatch console prior to beginning any work to prevent line fault timers from temporarily locking up the system. If replacing a transmitter, the contractor shall make it clearly known to the OCC Supervisor which transmitter is being taken offline and the expected duration.
- iv. At no time should more than one receiver or one transceiver be offline. The first receiver or transceiver should be completed, tested, and released to service (verifying proper operation with OCC) before proceeding to the next. If problems are encountered during the upgrade process, the contractor shall not proceed to the next piece of equipment until the problem is completely and permanently rectified.
- v. Contractor shall perform the work on a per site basis instead of a per channel basis, as it is significantly less intrusive to the system and allows the channel to remain in service during the work.
- vi. As part of this work, all wireline cables and connections shall be replaced with new Category 3 type telephone wiring. This includes all wiring from the radio equipment back to the point of demarcation. Category 5 cabling terminated in a TIA/EIA 568B manner on RJ45 side is an acceptable alternative provided that terminations to RJ11 type connectors are clean and cable jackets are cleanly and properly crimped to the connector. Wiring shall be neat, bundled cleanly and straightly, with no sharp bends, and cables shall be tagged on each end with proper smear-proof printed cable tags with the SDTI channel number and the port the cable connects to, and the destination the other end connects to, on each end of each cable near the connector. Handwritten or paper labels are not acceptable. Cables shall be properly terminated to connectors, with no individually exposed wires outside of the connector body, and no improperly crimped jacketing. All plastic wire ties, if used, shall be trimmed flush to the tie body to minimize injury potential from sharp edges of protruding material.
- vii. Transceiver sites utilize T-Carrier channel banks to combine radio equipment into a single digital wireline connection back to the OCC. Caution shall be exercised not to disrupt channel bank operation (power, T-Carrier wireline) as this will cause a site-wide outage. Any work requiring disruption of T-Carrier channel bank operation shall be cleared with the OCC Supervisor prior to any such work.
- viii. Because of the type of connectors utilized on the SLR 8000 equipment (RJ45), and the T-Carrier channel banks (RJ11) at sites that utilize them, it is advised to use Category 3 type 4 or 6 conductor telephone cabling for station wireline interconnects as Ethernet grade cabling is not required (but is acceptable as previously stated) for this project. Connector boots shall be used on all connectors, both RJ45 and RJ11.
- ix. Each receiver shall have its own cable run from the radio wireline connection to the point of demarcation (channel bank or telco block). Splitting a single cable out to multiple radios is not acceptable. The contractor shall not replace or tamper with any cabling from the T-Carrier channel bank to the point of demarcation. Contractor's responsibility is from the radio equipment to the channel bank or telephone company demarcation point only.

- x. Contractor shall not re-use existing power cables or wireline cabling. Power cables included with the stations shall be used and routed and secured appropriately. Wireline cables should be handled as stated above.
- xi. As part of this contract, contractor shall check all equipment-side grounding while performing work, and replace or install any equipment-side grounding which is found deficient or absent. MTS recognizes that not all sites are "R56 Compliant", but contractor shall make a reasonable effort to ensure the equipment-side grounding system is at least connected to a building ground, and functional.
- xii. Contractor shall inspect all RF cabling for breaks, wear, fraying, or other unusual conditions and replace accordingly with similar or better type cable. All loose or questionable RF connectors shall be replaced with new. LMR-type cable shall not be used on transceivers.
- xiii. Existing stations shall be inspected to determine which stations perform the CW Identifier function. Replacement stations shall have this CW Identifier programmed into them only when replacing a station that uses the CW Identifier.
- xiv. All transceiver equipment shall be programmed with the time-out-timer function enabled and set to 180 seconds.
- xv. All SLR 8000 alarm types shall be set as "Minor" to prevent a station from disabling itself.
- xvi. Contractor will make certain that receiver wireline levels to the dispatch center are matched exactly to the level of the original station, both 2175Hz status tone, and voice levels.
- xvii. Contractor will ensure that all stations have been programmed with the most recent version of operating firmware prior to installation. Stations shall not be at different firmware versions when installed.
- xviii. Frequency data labels shall be printed and placed on the new stations exactly as seen on the original equipment. New labels shall be used. Removing existing labels and placing them on new equipment is not acceptable. Labels shall be placed on the faceplate of the station, as well as on the station itself underneath the faceplate. Labels should be smear-proof. Handwritten or paper labels are not acceptable.
- xix. Contractor shall not place their own sales/service tags, advertising or business cards on any equipment.
- xx. Contractor shall document the channel, model and serial number of each station being removed, and the channel, model and serial number of equipment installed in its place on the pre and post-test worksheet. Contractor shall also document the Motorola CPS version used to program the stations. Contractor will also be responsible for taking clear, overall "before and after" photographs of each site to be provided to MTS at project completion. Contractor shall also document the names of contractor's personnel participating in the work on the pre/post-test worksheet.
- xxi. Contractor shall not make changes to the general "overall" configuration of a site without first discussing the change with MTS. Such "overall" configurations refer to programming

- outside the scope of the replacement, receiver multi-couplers, transmitter combiners, filters, etc.
- xxii. Equipment and other materials (cables, etc.) removed from radio sites remains the property of MTS. Contractor will return all removed equipment from the radio sites to MTS with 24 hours of removal. Removed equipment shall be stacked safely, neatly and cleanly in the "A" Building equipment room below OCC at 12 South 13th Street. MTS will handle the disposition of the equipment from that point.
 - xxiii. Contractor will be responsible for proper disposal and/or recycling of all shipping and packing material related to the project.
 - xxiv. Contractor will return to MTS any and all unused parts from the project, including but not limited to screws, cables, user guides/compact discs, etc.
 - xxv. Upon project completion, contractor shall provide MTS with copies of all worksheets containing test and installation data. Contractor will also provide MTS with copies of station programming ("code-plug") for each individual station as well as aforementioned "before and after" photographs in CD-ROM or USB Disk format. A single disc with all files is acceptable as each station does not need a separate disc.
 - xxvi. Contractor acknowledges that equipment and workmanship will be thoroughly inspected by MTS Management & Communications personnel after installation is complete, and that contractor will be responsible for correcting any deficiencies found at no additional cost to MTS.

2.1 WARRANTY

Contractors shall outline in detail their warranty on the equipment offered, including the method of adjustment in cases of equipment, component or parts failure. Warranty shall also be stated for installation labor, materials, and method of adjustment.

2.2 REPLACEMENT PARTS

Replacement parts and technical support for the specified equipment must be guaranteed by the manufacturer; to be available for a ten (10) year period from the date of purchase. Manufacturer shall keep parts books and maintenance manuals up-to-date for that period.

2.3 DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract, shall be delivered F.O.B. to MTS, unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

Contractor shall state delivery on the Bid Form unless already specified, in which case, shall be made within the time set forth. Delivery is part of the consideration and must be adhered to as specified.

Contractor will not be held liable for failure to make delivery because of strikes, construction of property, governmental regulations, acts of God or any other causes beyond his control, provided a written extension of time is obtained from MTS.

Upon delivery, MTS will acknowledge receipt of said items or products. Delivery shall not constitute acceptance. Upon inspection and testing (if necessary) by MTS, a determination will be made whether said items or products are in conformance with contract requirements. If found in conformance, MTS shall immediately approve the Contractor's invoice for payment; thereby constituting acceptance. Payment terms begin from this point. If the delivered items or products are found not in compliance, MTS will immediately notify the Contractor, and furnish all details of deficiencies. Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS), and resubmit for inspection and testing (if necessary).

2.4 PAYMENT TERMS

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

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

2.5 INVOICES

Invoices must be sent to the MTS Accounting Department, via email at ap@sdmts.com. All invoices must have the Purchase Order and contract number clearly displayed to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

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

ATTACHMENT C

Radio Repeater Replacements IFB (PWL305.0-20)

DAY WIRELESS

BASE YEAR 1

Description	Qty.	Unit Price	Ext. Price
*Labor Hourly Rate Year 1 (FY-20)	28	\$125.00	\$3,500.00
**Transmitter/Receiver Year 1 (FY-20)	7	\$7,715.00	\$54,005.00
Total Amount			\$57,505.00

OPTION YEAR 2

Description	Qty.	Unit Price	Ext. Price
*Labor Hourly Rate Year 1 (FY-21)	40	\$125.00	\$5,000.00
**Transmitter/Receiver Year 1 (FY-21)	10	\$7,715.00	\$77,150.00
Total Amount			\$82,150.00

OPTION YEAR 3

Description	Qty.	Unit Price	Ext. Price
*Labor Hourly Rate Year 1 (FY-22)	52	\$125.00	\$6,500.00
**Transmitter/Receiver Year 1 (FY-22)	13	\$7,715.00	\$100,295.00
Total Amount			\$106,795.00

MTS (INDEPENDENT COST ESTIMATE)

Unit Price	Ext. Price
\$115.00	\$3,220.00
\$8,650.00	\$60,550.00
	\$63,770.00

Unit Price	Ext. Price
\$115.00	\$4,600.00
\$8,650.00	\$86,500.00
	\$91,100.00

Unit Price	Ext. Price
\$115.00	\$5,980.00
\$8,650.00	\$112,450.00
	\$118,430.00

SUB TOTAL \$246,450.00

\$273,300.00

CA Sales Tax Yr 1 \$4,185.39

\$4,692.63

Yr 2 \$5,979.13

\$6,703.75

Yr 3 \$7,772.86

\$8,714.88

OVERALL TOTAL \$264,387.38

\$293,411.25