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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

March 5, 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 – January 9, 2020 | Approve |
| C. | COMMITTEE DISCUSSION ITEMS | |
| 1. | Quarterly Mid-Coast Corridor Transit Project Update (John Dorow of SANDAG) | Informational |
| 2. | Minibus and Americans with Disabilities Act (ADA) Paratransit Fixed Route Services – Contract Award (Sam Elmer, Jay Washburn, and Larry Marinesi)
Action would forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0703.0-19 in the amount of \$333,398,821.18 with First Transit, Inc. for the provision of Minibus fixed route and ADA Paratransit services for a six (6) year base period with two 2-year option terms to be exercised at the CEO's discretion. | Approve |

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.



- | | | |
|------|--|--------------------|
| 3. | <u>Palm Avenue Trolley Station Transit Oriented Development (Tim Allison and Sharon Cooney)</u>
Action would receive a report on the Palm Avenue Trolley Station Transit Oriented Development Project and provide direction. | Possible
Action |
| 4. | <u>El Cajon Transit Center Transit Oriented Development (Tim Allison and Sharon Cooney)</u>
Action would receive a report on potential transit oriented development at the El Cajon Transit Center and provide direction. | Possible
Action |
|
 | | |
| D. | <u>REVIEW OF DRAFT March 19, 2020 MTS BOARD AGENDA</u> | |
| 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 | |
| G. | PUBLIC COMMENTS | |
| H. | NEXT MEETING DATE: April 2, 2020 | |
| I. | ADJOURNMENT | |

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

January 9, 2020

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 9:02 a.m. A roll call sheet listing Executive Committee member attendance is attached.

B. APPROVAL OF MINUTES

Ms. Salas moved for approval of the minutes of the December 5, 2019, MTS Executive Committee meeting. Mr. Arambula seconded the motion, and the vote was 4 to 0 in favor.

D. REVIEW OF DRAFT January 16, 2020 BOARD AGENDA (TAKEN BEFORE CLOSED SESSION)

Recommended Consent Items

6. Amend 2019-20 State Transit Assistance (STA) Claim
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
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
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
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
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)
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
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
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. Commvault Support & Maintenance And Purchase Of Additional Capacity – Contract Award
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.
15. Zero Emission Bus (ZEB) Charger - Electrical Infrastructure Inspection - Task Order Contract Amendment
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.
16. Number not used.
17. Fare Media Retail Network – Contract Award
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..

Executive Committee Meeting – MINUTES

January 9, 2020

Page 3 of 3

18. Radio Repeater Replacements - Contract Award

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.

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

There was no Committee Member Communications and Other Business discussion.

G. PUBLIC COMMENTS

There were no Public Comments.

The Executive Committee convened for Closed Session at 9:05 a.m.

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;
Agency-Designated Representative: Nathan Fletcher, Chair
Employee: Paul C. Jablonski

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

Oral Report on Final Actions Taken in Closed Session

1. The Executive Committee conducted a performance evaluation and gave instructions to its negotiator.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for February 6, 2020, at 9:00 a.m. [Clerk's note: the February 6, 2020 meeting was subsequently cancelled.]

I. ADJOURNMENT

Chair Fletcher adjourned the meeting at 10:20 a.m.

/s/ Nathan Fletcher

Chairperson

Attachment: Roll Call Sheet

EXECUTIVE COMMITTEE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ROLL CALL

MEETING OF (DATE) January 9, 2020

CALL TO ORDER (TIME) 9:02 a.m.

RECESS _____

RECONVENE _____

CLOSED SESSION 9:05 a.m.

RECONVENE 10:20 a.m.

ADJOURN 10:20 a.m.

BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ARAMBULA	<input checked="" type="checkbox"/>	(Hall)	<input type="checkbox"/>	9:00 a.m.	10:20 a.m.
FLETCHER (Chair)	<input checked="" type="checkbox"/>	(Cox)	<input type="checkbox"/>	9:02 a.m.	10:20 a.m.
SALAS	<input checked="" type="checkbox"/>	(Sandke)	<input type="checkbox"/>	9:00 a.m.	10:20 a.m.
WARD	<input checked="" type="checkbox"/>	(Montgomery)	<input type="checkbox"/>	9:00 a.m.	10:20 a.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

[Signature]



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Agenda Item No. C1

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

March 5, 2020

SUBJECT:

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

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

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

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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





MID-COAST TROLLEY EXTENSION

CONNECTING

THE SAN DIEGO REGION

MTS Executive Committee Update
March 5, 2020



PROJECT ALIGNMENT

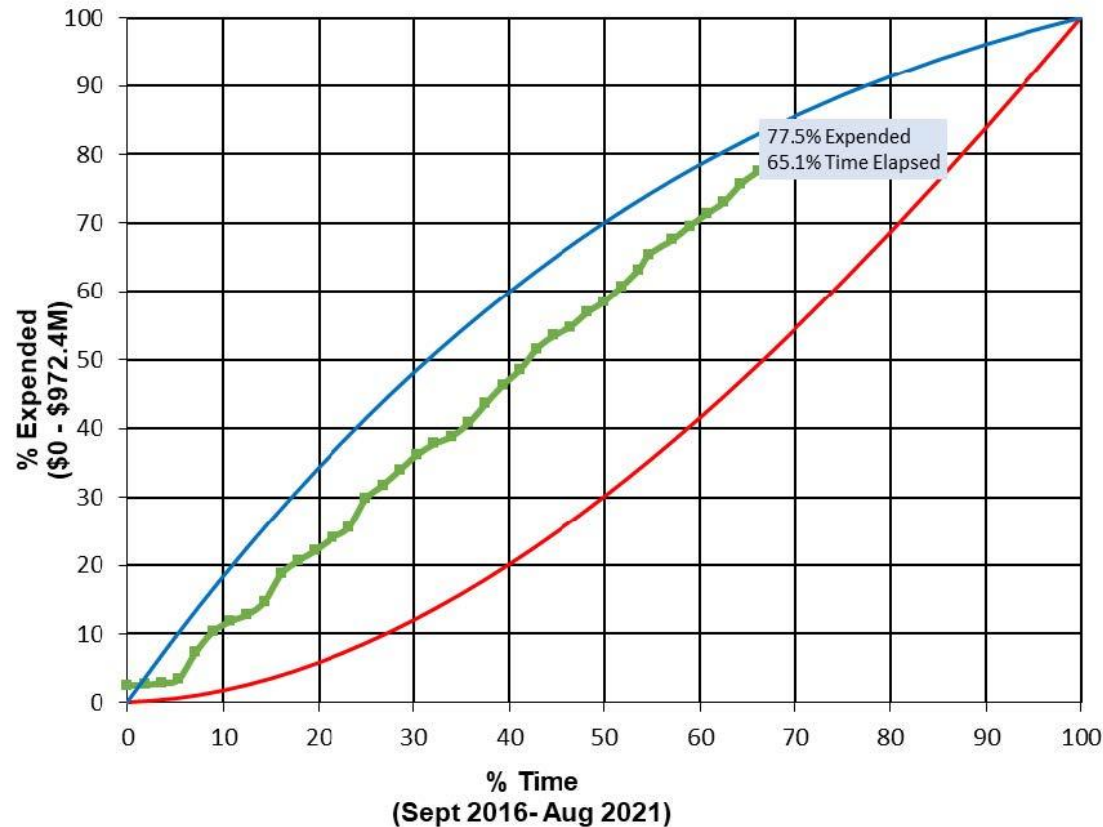
- 11-mile extension of the UC San Diego Blue Line Trolley
- One seat ride from U.S./Mexico Border to UC San Diego
- Nine new stations (five with parking)
- Estimated 21,000 daily boardings
- 36 new Trolley cars
- Under construction, opening late 2021



CONSTRUCTION PROGRESS



MID-COAST TROLLEY



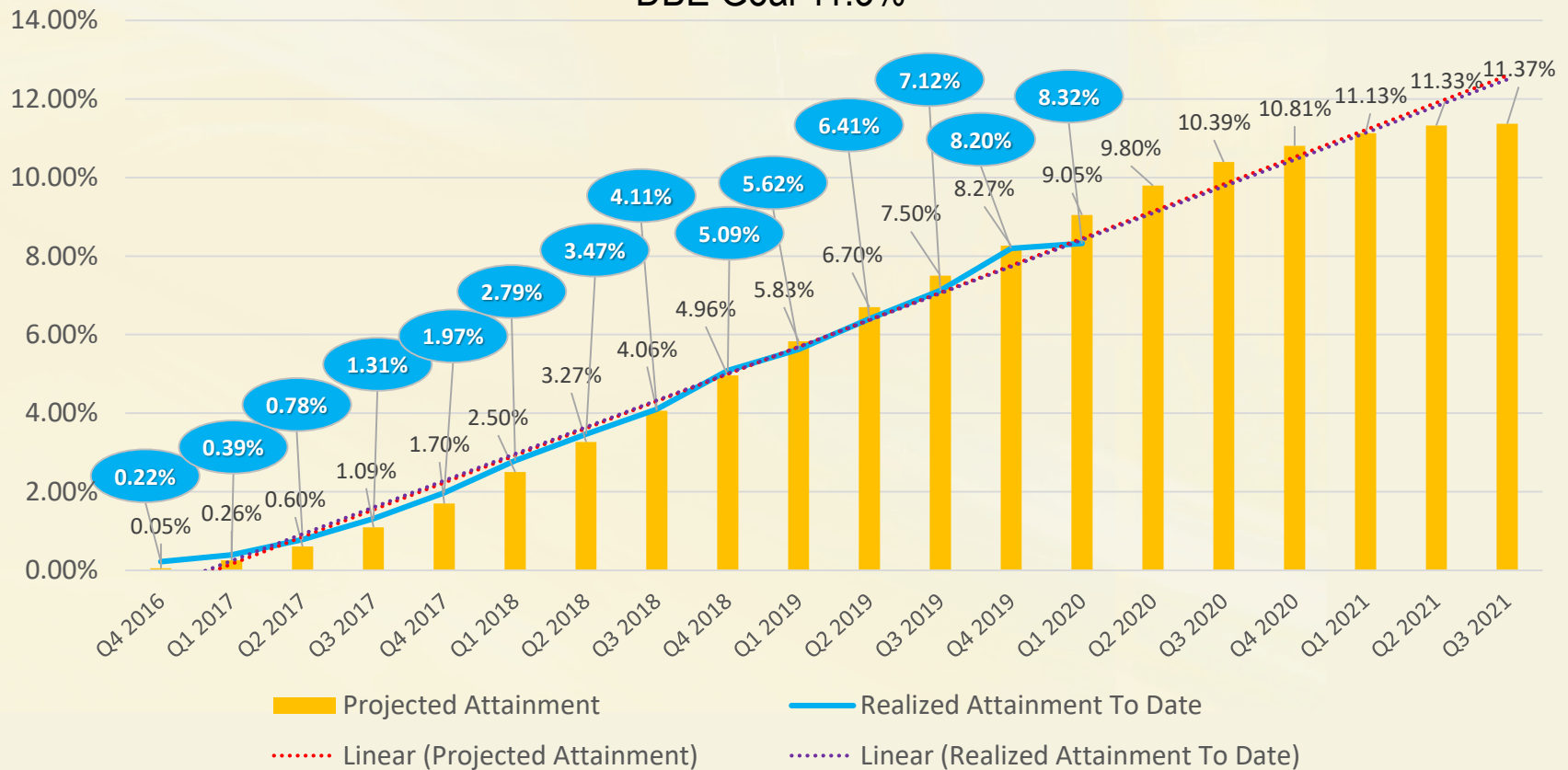
Note: Based on total authorized to date of \$972.4 M for Supplement 4 through 1/31/2020

DBE UTILIZATION



MID-COAST TROLLEY

Mid-Coast LRT Projected vs. Actual DBE Goal 11.3%



DBE UTILIZATION



MID-COAST TROLLEY

A circular inset image showing a multi-story building under construction, with scaffolding and a red-tinted foreground.

Bert W. Salas

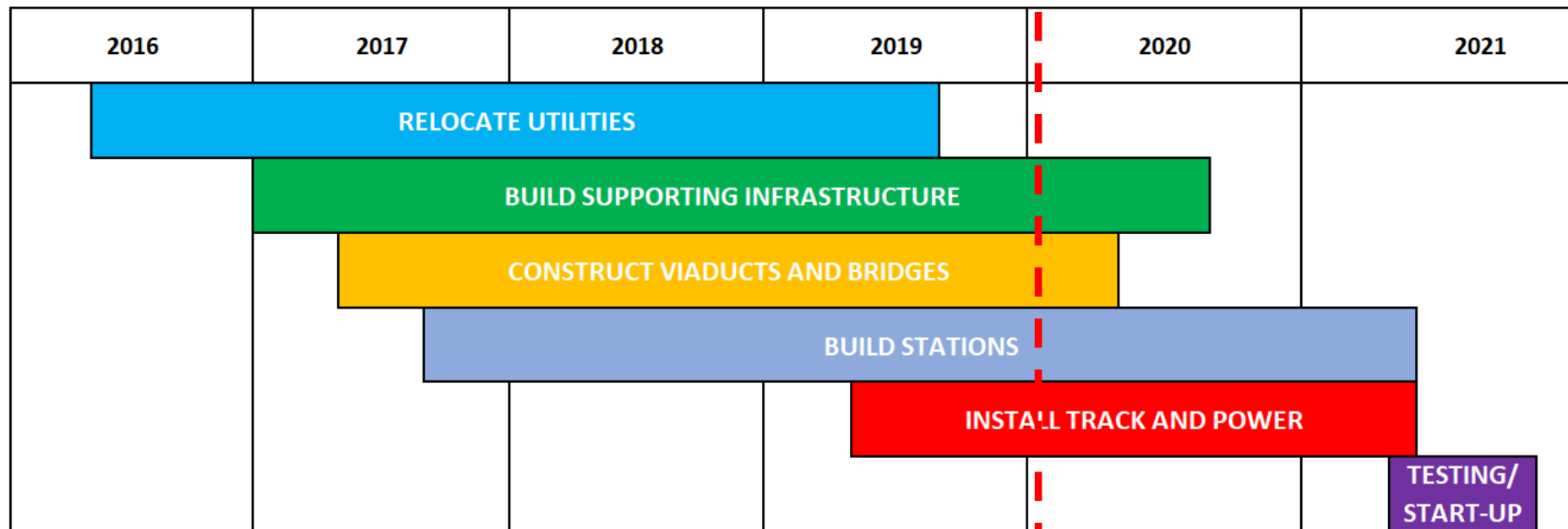
- ☐ General Engineering Contractor
- ☐ Established in 1971
- ☐ DBE certified in 1982
- ☐ Mid-Coast Project success:
 - Contract value grew from \$78K to \$3.9M
 - Grew from 4 to 8 employees on this project alone
 - Able to purchase 3 heavy equipment
 - Gained additional contracts with Flat Iron West, City of La Mesa, Spiniello Company, and Orion Construction

CONSTRUCTION SCHEDULE



MID-COAST TROLLEY

**78%
COMPLETE**



CONSTRUCTION SCHEDULE



MID-COAST TROLLEY

<u>Milestone</u>	<u>Baseline</u>	<u>Jan. 2020 Update</u>
Heavy Construction Duration	56 months	57.3 months
AWW Shoofly 1 Complete	March 26, 2017	March 26, 2017 (A)
AWW Shoofly 2 Complete	March 18, 2018	April 22, 2018 (A)
Reach 14 Track Const. Complete	August 6, 2020	Nov. 6, 2020
<u>MTS Integrated Testing Start</u>	April 20, 2021	<u>May 27, 2021</u>
Final Completion by MCTC	July 16, 2021	Aug. 24, 2021
<u>Revenue Service Date</u>	Sept. 27, 2021	<u>Nov. 3, 2021</u>
FFGA Latest Revenue Date	Nov. 23, 2022	Nov. 23, 2022

CONSTRUCTION UPDATE



MID-COAST TROLLEY



San Diego River – Heavy Rail and Light Rail Bridges

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Tecolote Road Trolley Station

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Clairemont Drive Trolley Station

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Balboa Avenue Trolley Station and LRT Bridge

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Trolley Flyover along Rose Canyon

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Trolley Underpass at La Jolla Colony Drive/Gilman Drive

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Trolley Overcrossing south of Nobel Drive

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Trolley Overcrossing south of Nobel Drive

CONSTRUCTION UPDATE



MID-COAST TROLLEY

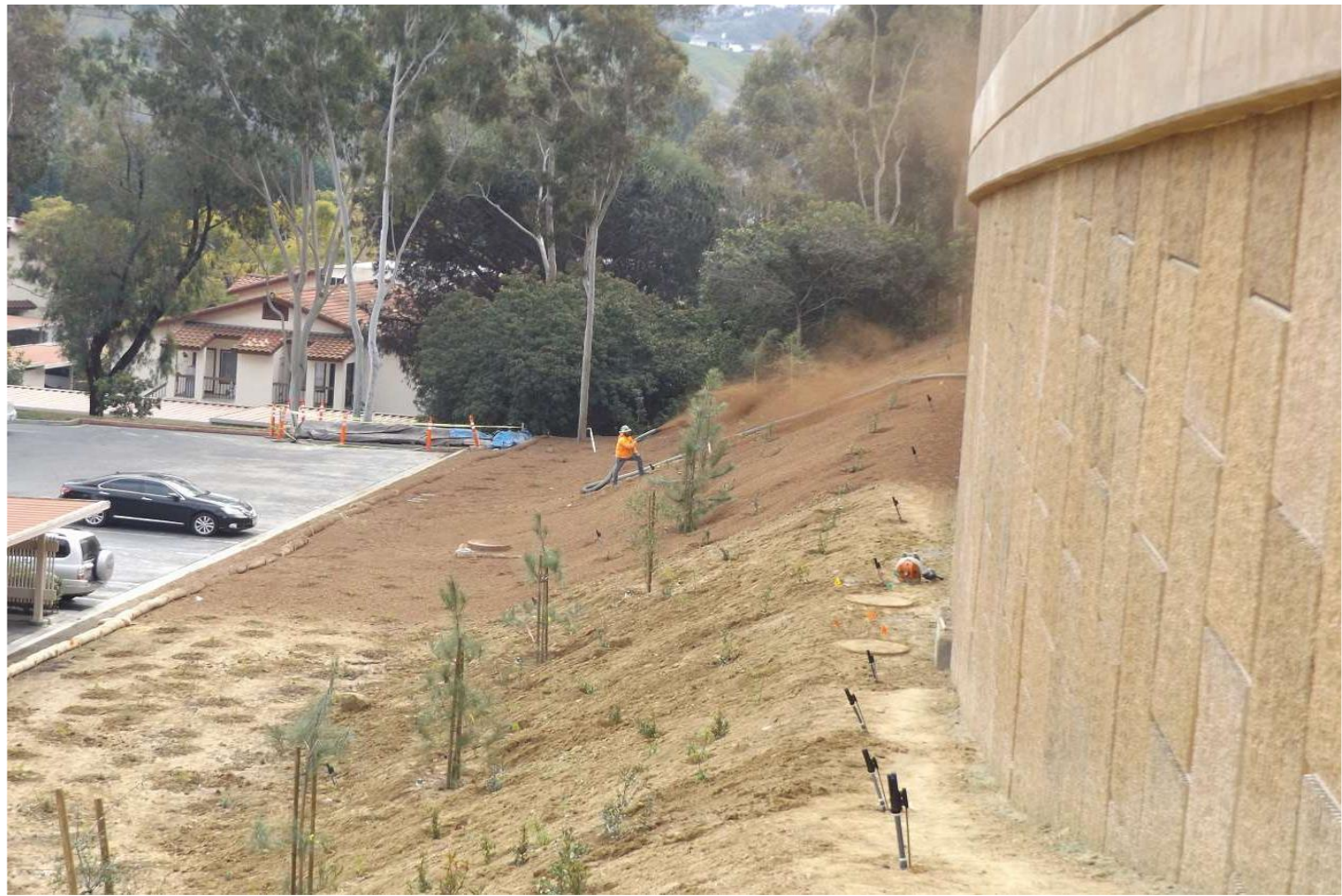


La Jolla Village Square Driveway Improvements

CONSTRUCTION UPDATE

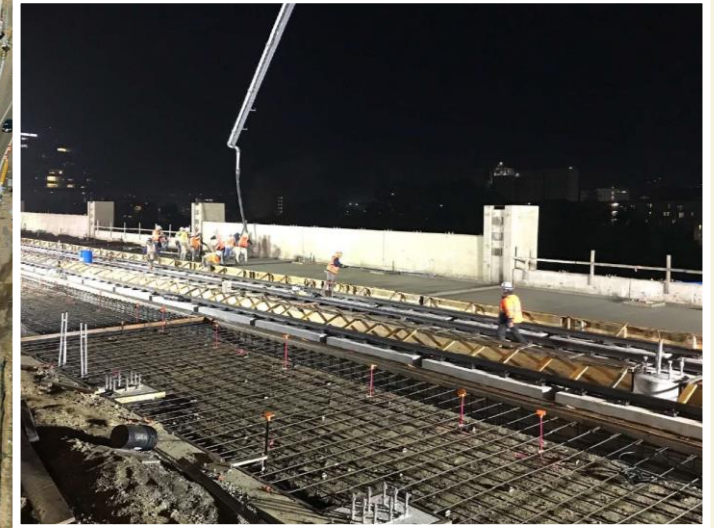


MID-COAST TROLLEY



Landscaping at La Paz Condominiums

CONSTRUCTION UPDATE



VA Medical Center Station

CONSTRUCTION UPDATE



MID-COAST TROLLEY



UC San Diego Central Campus Trolley Station

CONSTRUCTION UPDATE



MID-COAST TROLLEY



UC San Diego Health La Jolla Trolley Station

CONSTRUCTION UPDATE



MID-COAST TROLLEY

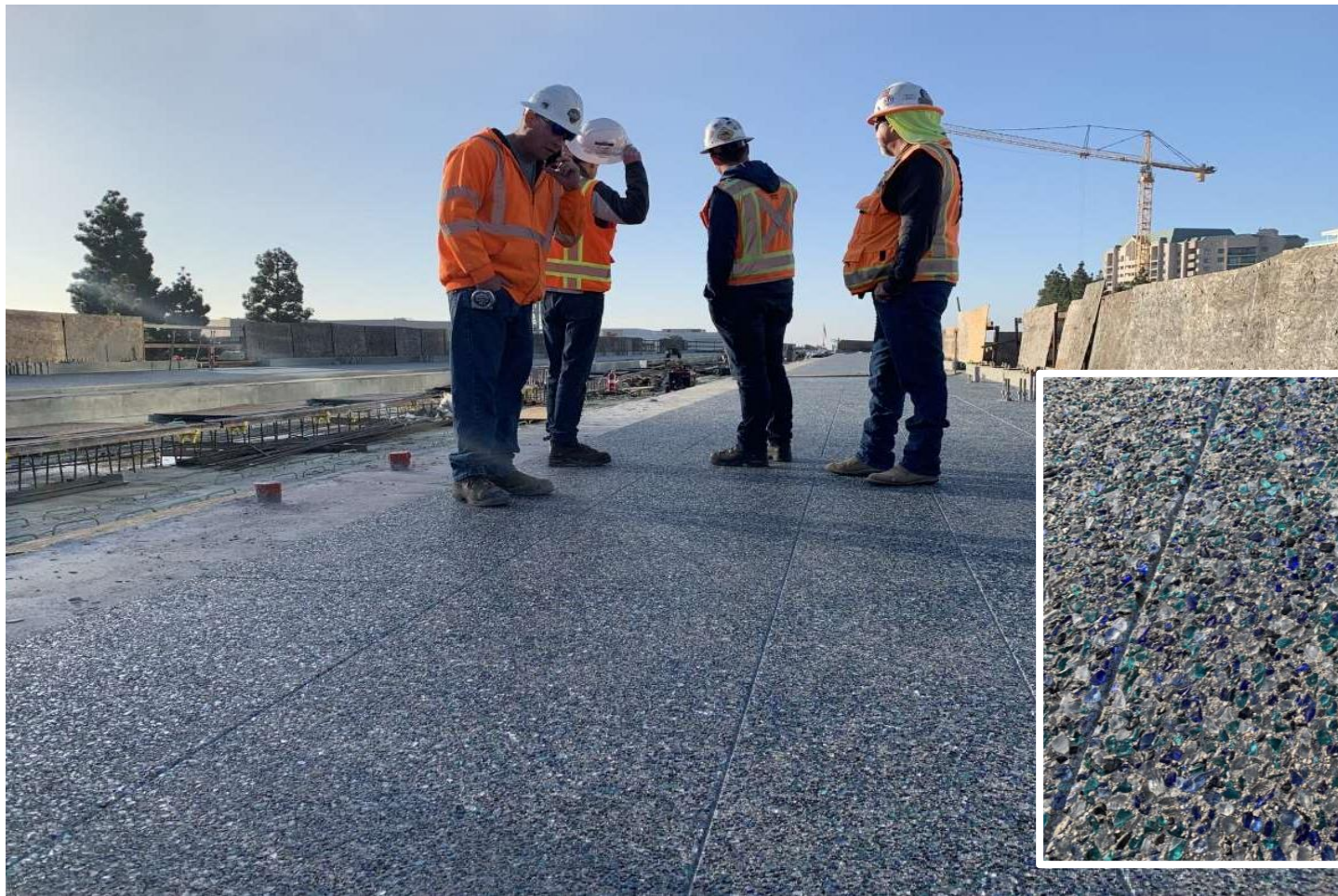


Executive Drive Trolley Station

CONSTRUCTION UPDATE



MID-COAST TROLLEY



Executive Drive Trolley Station

CONSTRUCTION UPDATE



MID-COAST TROLLEY



UTC Trolley Station

LIGHT RAIL VEHICLES



MID-COAST TROLLEY

- First MTS Mid-Coast Vehicle 5010 delivered April 4, 2019
- Last Mid-Coast car scheduled for delivery by February 2020, ahead of schedule
- 31 of 36 (86%) total vehicles delivered
- 16 of 36 (44%) total vehicles accepted



PUBLIC INVOLVEMENT



MID-COAST TROLLEY

- Conducted 36 project tours in 2019
- Maintained regular attendance at Linda Vista, Clairemont, Pacific Beach, and University community planning groups
- Presented Tecolote Road, Clairemont Drive, and Balboa Avenue Trolley station designs to community planning groups
- Coordinated successful media event in November 2019 to showcase Trolley Overcrossing concrete pour



Close Look at Huge Concrete Pour for Mid-Coast Trolley Overpass

NBC 7's Joe Little went out late Monday night as crews poured more than 320,000 gallons for a future overpass.
(Published Tuesday, Nov 19, 2019)

ACCOMPLISHMENTS IN LAST QUARTER



MID-COAST TROLLEY

- Vehicle delivery ahead of schedule
- Completed La Jolla Village Square driveway improvements before the holiday season
- Completed La Paz landscaping
- Installed elevator towers and pedestrian bridges at station areas
- Opened second heavy rail bridge over the San Diego River
- Project continues to track within budget and on schedule for fall 2021 revenue service

NEXT STEPS



MID-COAST TROLLEY

- Continue construction of track, signaling, catenary, and station infrastructure
- Continue coordination between MTS and SANDAG for project signage
- Continue coordination between MTS and SANDAG in preparation for opening day
 - New schedules
 - New maps
 - Opening day event(s)

Contact Us

midcoast@sandag.org

(877) 379-0110

KeepSanDiegoMoving.com/MidCoast



Mid-Coast Trolley



@MidCoastTrolley

shift

a change in direction



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Agenda Item No. C2

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

March 5, 2020

SUBJECT:

MINIBUS AND AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT FIXED ROUTE SERVICES - CONTRACT AWARD (SAM ELMER, JAY WASHBURN, AND LARRY MARINESI)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0703.0-19 (in substantially the same format as Attachment A) in the amount of \$333,398,821.18 with First Transit, Inc. for the provision of Minibus fixed route and ADA Paratransit services for a six (6) year base period with two 2-year option terms to be exercised at the CEO's discretion.

Budget Impact

The total estimated cost if this agreement would not exceed \$333,398,821.18 as reflected below. The project will be funded from the operating budget cost centers: 850012-581100, 850012-582100, 850012-581110, 850012-581120, 835012-581100, 835012-582100, and 875012-581100.

Term	Minibus & ADA Para (Fixed Costs)	ADA Para (Variables)	Minibus (Variables)	TOTAL
Base Year 1 (4/1/20 – 6/30/21)	\$3,410,245.14	\$17,555,201.90	\$4,864,914.27	\$25,830,361.31
Base Year 2 (7/1/21 – 6/30/22)	\$3,485,386.72	\$18,639,278.57	\$5,346,369.50	\$27,471,034.79
Base Year 3 (7/1/22 – 6/30/23)	\$3,637,945.86	\$19,747,133.05	\$5,760,440.03	\$29,145,518.94
Base Year 4 (7/1/23 – 6/30/24)	\$3,786,568.29	\$20,777,856.64	\$6,118,896.75	\$30,683,321.68
Base Year 5 (7/1/24 – 6/30/25)	\$3,944,798.37	\$21,852,019.55	\$6,534,852.51	\$32,331,670.43
Base Year 6 (7/1/25 – 6/30/26)	\$4,045,472.38	\$23,199,910.25	\$6,638,581.88	\$33,883,964.51
Subtotal (Base Period):	\$22,310,416.76	\$121,771,399.96	\$35,264,054.96	\$179,345,871.66

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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.



Option Yr. I (Year 7) (7/1/26 – 6/30/27)	\$4,228,869.55	\$24,450,955.76	\$7,031,221.56	\$35,711,046.87
Option Yr. I (Year 8) (7/1/26 – 6/30/28)	\$4,405,151.74	\$25,681,227.98	\$7,390,211.65	\$37,476,591.37
Option Yr. II (Year 9) (7/1/28 – 6/30/29)	\$4,592,985.60	\$26,962,445.82	\$7,828,687.95	\$39,384,119.37
Option Yr. II (Year 10) (7/1/29 – 6/30/30)	\$4,792,501.15	\$28,316,837.77	\$8,371,852.99	\$41,481,191.91
<i>Subtotal (Option Period):</i>	<i>\$18,019,508.04</i>	<i>\$105,411,467.33</i>	<i>\$30,621,974.15</i>	<i>\$154,052,949.52</i>
Grand Total (Base and Options):	\$40,329,924.80	\$227,182,867.27	\$65,886,029.11	\$333,398,821.18

DISCUSSION:

MTS Access is MTS's ADA Paratransit Service Operation that is required to comply with 49CFR, Part 37, Subpart F – Paratransit as a complement to the Fixed Route services. Section 37.121 requires public entities operating a fixed route system to provide Paratransit services to individuals with disabilities. Access service is required to be comparable to the level of service provided to individuals without disabilities and rides are to be provided within a $\frac{3}{4}$ mile radius of all fixed route trolley and bus service. Access is required to provide transportation services to qualified individuals to any destination within the service area during the same days and hours that Fixed Route service operates.

Access service is currently provided with 147 vehicles, and in addition, subcontracts trips provided by a local taxi provider. MTS owns the paratransit vehicles but contracts out the operation for the service. In FY19, Access provided over 492,000 trips to qualified individuals.

Numerous enhancements have been made to the Access service program since the former contract, including converting the fleet to propane, establishing a revised eligibility screening program, allowing client to book by either pick-up time or appointment time, adding taxi service as supplement to operations and improved on-time performance.

MTS Minibus is standard fixed route service that is operated with smaller vehicles to decrease operating costs on routes that are determined to be beneficial to the public but have a lower ridership total. MTS operates 21 routes under this model. MTS currently owns 37 buses that are used for these routes and operated out of the same location and with the same contractor as the MTS Access program. Four (4) of these buses are used for the Sorrento Valley Coaster (SVC) Connection shuttles that provide transportation to and from the SVC station and area businesses. Two (2) vehicles are used to provide shuttle service to and from the SVC station and University of California San Diego (UCSD) campus.

Procurement Process

On May 22, 2019, staff released a Request for Proposals (RFP) MTS Doc. No. B0703.0-19 to solicit offers from qualified firms for Minibus and ADA Paratransit services. A total of three (3) proposals were received from:

1. First Transit, Inc.
2. MV Transportation, Inc.
3. National Express Transit Corp.

All submissions were deemed responsive and responsible. A selection committee consisting of Minibus and ADA Paratransit Operations, Bus Administration and Contract Services, and Finance departments evaluated the proposals based on the following criterion:

Pass/Fail Criteria to include:

- a. Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of insurability should be attached to the proposal;
- b. Proposer has demonstrated at least five (5) years of relevant experience. Experience is relevant if it falls within a category in the Scope of Work;
- c. Proposer has demonstrated previous total turnkey Paratransit and Minibus experience working for or with public agencies, transit entities, or corporations; and
- d. Proposer must have five (5) years' experience managing a call center and Trapeze scheduling function which handles in excess of 30,000 calls per month.

#	PROPOSAL EVALUATION CRITERIA	SCORE (in %)
1	Qualifications/Operational Experience and Capacity of Firm	5%
2	Key Personnel	10%
3	Facility and Vehicle Maintenance	15%
4	Customer Service	10%
5	Start-Up/Mobilization and Implementation Plan	5%
6	Safety and Training Plan	10%
7	Innovation	5%
8	10% Bidding Preference	15%
9	Utilization of Cost-Effective Alternative Modes of Transportation	10%
10	Cost and Price	15%
Total:		100%

MTS used an evaluation scale system for rating proposals against the evaluation factors identified above. For technical and cost proposals, the appropriate evaluation rating would be assigned to each evaluation factor consistent with the narrative evaluation of strengths, weaknesses, and risks.

After the initial evaluation of the proposals, the selection committee determined it would be in its best interest to interview two proposers (First Transit and MV Transportation) and to request technical clarifications and additional cost detail information to better analyze the proposals. After interviews and clarifications, the selection committee determined that First Transit represented the highest score and best offer to MTS after considering both price and technical factors.

Following the interviews and clarifications, MTS requested First Transit submit a revised proposal. The revised proposal was received on December 3, 2019. After evaluation and further cost analysis of the revised proposal, the selection committee entered into

negotiations with First Transit and requested supplementary clarifications specific to its cost proposal. Upon conclusion of the negotiations, First Transit provided its Best and Final Offer (BAFO), which was received on January 20, 2020. A subsequent follow up to the BAFO was received on February 4, 2020.

The table below shows the total proposed costs and final scores:

PROPOSER NAME	PROPOSED COST	TOTAL AVG. TECH. SCORE (max 70%)	COST SCORE (max 15%)	TOTAL SCORE (Tech + Cost)	RANKING
First Transit, Inc.	\$333,398,821.18	68.55	15.00	83.55	1
MV Transportation, Inc.	\$361,295,102.06	57.90	14.28	72.18	2
National Express Transit Corp.	\$402,529,530.51	49.60	13.28	62.88	3

Based on the selection committee's evaluation of the technical proposal, discussions and negotiations, and extensive analysis of price, MTS staff has determined that First Transit presented the best overall value, its proposed pricing is deemed fair and reasonable, and has provided a very competitive proposal that meets MTS's requirements as outlined in the RFP. Staff was able to reduce First Transit's price proposal by \$23,086,519.23 (or roughly 6.5%) from the original price of \$356,485,340.41 to a revised price of \$333,398,821.18.

The contract includes fixed costs related to management salary, equipment depreciation, insurance costs, and required IT equipment, and variable costs (cost per revenue mile for Access and per revenue hour for Minibus) related to the amount of transit service that is provided. The not to exceed contract amounts are based on budget assumptions for service over the 10 year term. If service volumes increase, staff will return to the Board for additional funding consistent with Board Policy No. 41.

Therefore, staff is requesting that the MTS Executive Committee forward a recommendation to the Board of Directors to authorize the CEO to execute MTS Doc. No. B0703.0-19 (in substantially the same format as Attachment A) in the amount of \$333,398,821.18 with First Transit, Inc. for the provision of Minibus fixed route and ADA Paratransit services for a six (6) year base period with two 2-year option terms to be exercised at the CEOs 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. B0703.0-19
B. Cost Summary

STANDARD SERVICES AGREEMENT

B0703.0-19
CONTRACT NUMBER

DRAFT

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 contractor, hereinafter referred to as "Contractor":

Name: First Transit, Inc. Address: 600 Vine Street, Suite 1400

Form of Business: Corporation Cincinnati, OH 45202
(Corporation, partnership, sole proprietor, etc.)

Telephone: 513-241-2200 Email: bradley.thomas@firstgroup.com

Authorized person to sign contracts: Bradley A. Thomas President
Name Title

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

Provide Minibus and Americans with Disabilities Act (ADA) Paratransit Fixed Route Services as set forth in the MTS Scope of Work (attached as Exhibit A), First Transit's Proposal (attached as Exhibit B), in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), Federal Requirements, and Signed MTS Forms (attached as Exhibit D).

The contract term is for up to a 10-year period (6-year base with two 2-year options, exercisable at MTS's sole discretion). Base period shall be effective March 1, 2020, through June 30, 2026, and Option Years I shall be effective July 1, 2026 through June 30, 2028, and Option Years II shall be effective July 1, 2028 through June 30, 2030, if exercised by MTS. Payment terms shall be net 30 days from invoice date.

The total contract cost shall not exceed \$179,345,871.66 for the base period and \$154,052,949.52 for the option years, if exercised, for a total of **\$333,398,821.18** 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: _____

COST SUMMARY

MINIBUS AND ADA PARATANSIT FIXED ROUTE SERVICES
MTS DOC. NO. B0703.0-19

TERM	FIRST TRANSIT				MV TRANSPORTATION				NATIONAL EXPRESS TRANSIT			
	MINIBUS & ADA PARA	ADA PARA	MINIBUS	TOTAL	MINIBUS & ADA PARA	ADA PARA	MINIBUS	TOTAL	MINIBUS & ADA PARA	ADA PARA	MINIBUS	TOTAL
	(Fixed Costs)	(Variable Costs)	(Variable Costs)		(Fixed Costs)	(Variable Costs)	(Variable Costs)		(Fixed Costs)	(Variable Costs)	(Variable Costs)	
Base Year 1 (4/1/20 - 6/30/21)	\$ 3,410,245.14	\$ 17,555,201.90	\$ 4,864,914.27	\$ 25,830,361.31	\$ 6,375,889.63	\$ 18,139,217.32	\$ 5,685,641.22	\$ 30,200,748.17	\$ 4,154,834.69	\$ 20,392,050.35	\$ 5,517,010.76	\$ 30,063,895.80
Base Year 2 (7/1/21 - 6/30/22)	\$ 3,485,386.72	\$ 18,639,278.57	\$ 5,346,369.50	\$ 27,471,034.79	\$ 5,886,094.78	\$ 18,984,997.74	\$ 5,918,516.29	\$ 30,789,608.81	\$ 4,301,227.68	\$ 21,603,524.36	\$ 5,852,733.35	\$ 31,757,485.39
Base Year 3 (7/1/22 - 6/30/23)	\$ 3,637,945.86	\$ 19,747,133.05	\$ 5,760,440.03	\$ 29,145,518.94	\$ 6,026,183.83	\$ 19,722,772.34	\$ 6,132,803.69	\$ 31,881,759.86	\$ 4,478,476.52	\$ 23,039,109.51	\$ 6,264,501.65	\$ 33,782,087.68
Base Year 4 (7/1/23 - 6/30/24)	\$ 3,786,568.29	\$ 20,777,856.64	\$ 6,118,896.75	\$ 30,683,321.68	\$ 6,155,064.63	\$ 20,755,214.51	\$ 6,440,795.38	\$ 33,351,074.52	\$ 4,644,485.87	\$ 24,559,940.25	\$ 6,701,201.06	\$ 35,905,627.18
Base Year 5 (7/1/24 - 6/30/25)	\$ 3,944,798.37	\$ 21,852,019.55	\$ 6,534,852.51	\$ 32,331,670.43	\$ 6,314,538.32	\$ 21,655,582.40	\$ 6,685,654.35	\$ 34,655,775.07	\$ 4,838,419.11	\$ 26,203,019.12	\$ 7,175,960.03	\$ 38,217,398.26
Base Year 6 (7/1/25 - 6/30/26)	\$ 4,045,472.38	\$ 23,199,910.25	\$ 6,638,581.88	\$ 33,883,964.51	\$ 6,535,194.49	\$ 22,781,485.40	\$ 7,021,185.10	\$ 36,337,864.99	\$ 4,967,000.66	\$ 28,003,428.68	\$ 7,701,023.31	\$ 40,671,452.65
Subtotal (Base Period):	\$ 22,310,416.76	\$ 121,771,399.96	\$ 35,264,054.94	\$ 179,345,871.66	\$ 37,292,965.68	\$ 122,039,269.71	\$ 37,884,596.03	\$ 197,216,831.42	\$ 27,384,444.53	\$ 143,801,072.27	\$ 39,212,430.16	\$ 210,397,946.96
Option Yr. I (Year 7) (7/1/26 - 6/30/27)	\$ 4,228,869.55	\$ 24,450,955.76	\$ 7,031,221.56	\$ 35,711,046.87	\$ 6,708,802.60	\$ 23,868,871.19	\$ 7,334,973.22	\$ 37,912,647.01	\$ 5,180,589.59	\$ 29,881,766.83	\$ 8,246,981.91	\$ 43,309,338.33
Option Yr. I (Year 8) (7/1/27 - 6/30/28)	\$ 4,405,151.74	\$ 25,681,227.98	\$ 7,390,211.65	\$ 37,476,591.37	\$ 6,861,727.16	\$ 25,361,214.72	\$ 7,811,607.68	\$ 40,034,549.56	\$ 5,405,499.03	\$ 31,903,900.88	\$ 8,837,408.95	\$ 46,146,808.86
Option Yr. II (Year 9) (7/1/28 - 6/30/29)	\$ 4,592,985.60	\$ 26,962,445.82	\$ 7,828,687.95	\$ 39,384,119.37	\$ 7,015,344.73	\$ 26,410,848.37	\$ 8,095,725.21	\$ 41,521,918.31	\$ 5,641,782.42	\$ 34,067,824.08	\$ 9,471,106.36	\$ 49,180,712.86
Option Year II (Year 10) (7/1/29 - 6/30/30)	\$ 4,792,501.15	\$ 28,316,837.77	\$ 8,371,852.99	\$ 41,481,191.91	\$ 7,217,241.93	\$ 27,780,722.64	\$ 8,507,670.58	\$ 43,505,635.15	\$ 5,890,097.74	\$ 36,383,598.89	\$ 10,151,318.05	\$ 52,425,014.68
Subtotal (Option Period):	\$ 18,019,508.04	\$ 105,411,467.33	\$ 30,621,974.15	\$ 154,052,949.52	\$ 27,803,116.42	\$ 103,421,656.92	\$ 31,749,976.69	\$ 162,974,750.03	\$ 22,117,968.78	\$ 132,237,090.68	\$ 36,706,815.27	\$ 191,061,874.73
Mobilization Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 779,317.87	\$ 324,202.74	\$ 1,103,520.61	\$ -	\$ 780,887.44	\$ 288,821.38	\$ 1,069,708.82
GRAND TOTAL (BASE & OPTIONS):	\$ 40,329,924.80	\$ 227,182,867.29	\$ 65,886,029.09	\$ 333,398,821.18	\$ 65,096,082.10	\$ 226,240,244.50	\$ 69,958,775.46	\$ 361,295,102.06	\$ 49,502,413.31	\$ 276,819,050.39	\$ 76,208,066.81	\$ 402,529,530.51

**GRAND TOTAL SUMMARY
(FORMS A - C)**

MINIBUS ADA PARATRANSIT FIXED ROUTE SERVICES RFP, MTS DOC. No. B0703.0-19

Cost Proposal Forms A - Fixed Costs - ADA PARA & MINIBUS			
	First Transit	MV Transportation	National Express Transit
Total - Base Period:	\$ 22,310,416.76	\$ 37,292,965.68	\$ 27,384,444.53
Total - Option Period:	\$ 18,019,508.05	\$ 27,803,116.42	\$ 22,117,968.78
Grand Total:	\$ 40,329,924.81	\$ 65,096,082.10	\$ 49,502,413.31

Cost Proposal Forms B - PARA - Variables only			
	First Transit	MV Transportation	National Express Transit
Total - Mobilization Cost:	\$ -	\$ 779,317.87	\$ 780,887.44
Total - Base Period:	\$ 121,771,399.95	\$ 122,039,269.71	\$ 143,801,072.27
Total - Option Period:	\$ 105,411,467.31	\$ 103,421,656.92	\$ 132,237,090.68
Grand Total:	\$ 227,182,867.26	\$ 226,240,244.50	\$ 276,819,050.39

Cost Proposal Forms C - MINIBUS/SVCC - Variables only			
	First Transit	MV Transportation	National Express Transit
Total - Mobilization Cost:	\$ -	\$ 324,202.74	\$ 288,821.38
Total - Base Period:	\$ 35,264,054.96	\$ 37,884,596.03	\$ 39,212,430.16
Total - Option Period:	\$ 30,621,974.15	\$ 31,749,976.69	\$ 36,706,815.27
Grand Total:	\$ 65,886,029.11	\$ 69,958,775.46	\$ 76,208,066.81

Cost per Revenue Mile*:	\$ 4.78	\$ 5.10	\$ 5.53
Cost per Revenue Hour**:	\$ 55.21	\$ 60.10	\$ 65.22

GRAND TOTAL (Forms A-C):	\$ 333,398,821.18	\$ 361,295,102.06	\$ 402,529,530.51
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* Cost per revenue mile for Paratransit Service

** Cost per revenue hour for Minibus Service

Paratransit and Minibus Contract Award

MTS Executive Committee Meeting

March 5, 2020

MTS Paratransit Service

Access is MTS's Americans with Disabilities Act (ADA) Paratransit Service. Transportation services are required to be provided within a $\frac{3}{4}$ mile radius of all fixed route trolley and bus service to qualified individuals (49 CFR 37.121). Trip origin and destination must be within the MTS service area during the same days and hours that fixed route service operates

- In FY19, over 492,000 passengers transported
 - Total of 147 MTS owned vehicles
- Subcontracted with a local taxi company to provide Access trips
 - Nearly 63,500 trips provided

MTS Minibus Operations

The Minibus operation is a standard fixed route service that is operated with smaller MTS owned vehicles to decrease operating costs on routes that are determined to be beneficial to the public, but have a lower ridership

- Minibus operates 21 routes with 37 buses
- The Sorrento Valley Coaster Connection (SVCC) is a shuttle service for Coaster passengers including the Sorrento Valley Station to:
 - Surrounding businesses
 - University of California San Diego (UCSD) campus



Current Contract Background

- Paratransit contract awarded to First Transit: July 2009
- Minibus contract awarded to First Transit: July 2011
- Both services operate out of the Copley Park facility located in Kearny Mesa
- MTS owns the paratransit and minibus vehicles as well as the operations facility



Current Contractor Background

First Transit, Inc. is one of the largest providers of public transit management and contract services, with 60+ years of transportation and operations management experience.

Nationwide:

- 335 Contract Partnerships in North America
- 12,900 Vehicles Operated
- 324 Million Passengers Transported a Year

MTS Current Contract:

- 18 Year Partnership
- 300+ Unionized Members
- 91 Years of Combined Management Experience



Current Contract Highlights

Paratransit

- Launched taxi program
- Converting fleet from gasoline to propane
- Installed cameras on entire fleet
- New technical features
 - Web based booking
 - Cashless fare system
 - Automated passenger notifications

Minibus/SVCC

- Converting fleet from gasoline to propane
- Installed cameras on entire fleet
- Added Regional Transit Management System (RTMS) technology

New Contract Enhancements

MTS is committed to providing a safe and reliable service, every trip, every day, including the service provided by MTS' contractors. A few upgrades included in the new contract compared to the current contract include:

- Automated vehicle maintenance tracking system
- Camera install on all non-revenue vehicles
- Flexibility within contract for transportation innovation
- Hybrid non-revenue fleet

Procurement Process

On May 22, 2019, staff released a Request for Proposals (RFP) MTS Doc. No. B0703.0-19 to solicit offers from qualified firms for Minibus and ADA Paratransit Services

Proposals

- MTS received proposals from three (3) qualified proposers
 1. First Transit, Inc.
 2. MV Transportation, Inc.
 3. National Express Transit Corp

Process

- An evaluation team was established and proposals were evaluated based on technical and cost factors
- The evaluation team consisted of staff from bus operations, paratransit operations, procurement and finance
- RFP and evaluation process included:
 - Initial Proposals
 - Presentations/Interviews
 - Negotiations

Procurement Process (cont.)

Contract award determined on the following criteria:

PROPOSAL EVALUATION CRITERIA	SCORE (in %)
Qualifications/Operational Experience and Capacity of Firm	5%
Key Personnel	10%
Facility and Vehicle Maintenance	15%
Customer Service	10%
Start-Up/Mobilization and Implementation Plan	5%
Safety and Training Plan	10%
Innovation	5%
10% Bidding Preference	15%
Utilization of Cost-Effective Alternative Modes of Transportation	10%
Cost and Price	15%
Total:	100%

Procurement Process (cont.)

Proposal Evaluation Results:

PROPOSER NAME	PROPOSED COST	TOTAL AVG. TECH. SCORE (max 70%)	COST SCORE (max 15%)	TOTAL SCORE (Tech + Cost)	RANKING
First Transit, Inc.	\$333,398,821.18	68.55	15.00	83.55	1
MV Transportation, Inc.	\$361,295,102.06	57.90	14.28	72.18	2
National Express Transit Corp.	\$402,529,530.51	49.60	13.28	62.88	3

- First Transit, Inc. provided a proposal that meets the requirements as outlined in the RFP
- Presented the best overall value
- Negotiations resulted in savings of \$23,086,519.23
- The proposed pricing is deemed fair and reasonable

Cost Analysis

Details of Cost Proposal:

- Fixed costs broken out, isolated from any volume changes
- Separate variable rates for ADA Paratransit and Minibus
 - Year one (1) increase of 5.4%
 - Primarily due to minimum wage increases (to \$14.00 on 1/1/21)
 - Approximate year one (1) impact of \$600K; excluding results in 1.7% increase
- Over the 10 contract years, average annual increases are 3.3%

Staff Recommendation

Staff is recommending that the MTS Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0703.0-19 in the amount of \$333,398,821.18 with First Transit, Inc. for the provision of Minibus and ADA Paratransit fixed route services for a six (6) year base period with two 2-year option terms to be exercised at the CEO's discretion.



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

Agenda Item No. C3

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

March 5, 2020

SUBJECT:

PALM AVENUE TROLLEY STATION TRANSIT ORIENTED DEVELOPMENT (TIM
ALLISON AND SHARON COONEY)

RECOMMENDATION:

That the Executive Committee receive a report on the Palm Avenue Trolley Station
Transit Oriented Development Project and provide direction.

Budget Impact

None.

DISCUSSION:

MTS's Palm Avenue Trolley Station, on the UC San Diego Blue Line, is approximately 3.9 acres, with approximately 488 total parking spaces (Attachment A). The site is relatively flat and very suitable for development. There is not a large demand for parking at this site and is generally under-parked. This lot has been used for trolley material storage, contractor lay down yards and other activities on the excess parking areas. The station is also south of the Otay Valley Regional Park with a trail access from the north of the station to the Park.

In March 2019, the Executive Committee was presented a joint development proposal consisting of a mixed income community of residential, commercial, a mobility hub, and other site-serving amenities. The team proposed two residential mixes. National CORE proposed 150 affordable units serving 30% to 60% of the Area Median Income. Malick Infill proposed 100 units of moderate to middle income housing serving residents at 81% to 150% of the Area Median Income.

The proposal offered some commercial space, a mobility hub, community services for the residents, and possible incubator office space. The development team proposed 254 parking spaces of which 175 spaces would replace the existing MTS parking spaces for transit patrons.



This Palm Avenue Trolley Station site is well placed for access to South Bay locations, employment centers, regional recreation activities and a 30-minute trolley ride into downtown San Diego. The property is currently split zoned IL-3-1 (mix of light industrial, office and commercial uses) and RM-1-1 (multi-residential up to 14.52 du/acre) and would require a rezone to allow for the high-density mixed-use development proposed by National CORE and Malick Infill. This is not anticipated to be a substantial impediment to the development because a rezone would be consistent with the vision and strategies of the Otay Mesa-Nestor Community Plan. The Community Plan designates the trolley station's Palm City neighborhood, centered at Palm Avenue and Hollister, as one of five neighborhood centers. The Plan recognizes the "great potential for revitalization", stating [i]t is an ideal location for pedestrian-oriented development incorporating commercial, residential and civic uses". The trolley station site is specifically identified as the "cornerstone" of the Palm City neighborhood and a site for mixed-use transit-oriented development. A rezone to allow the proposed mixed-use development is consistent with the expressed goals of the Community Plan.

On July 25, 2019 (AI 30), MTS adopted revisions to Policy 18, "Joint Development Program", calling for unsolicited development proposals received to be publicly noticed to allow for other development interests to submit a competing proposal within 30 days for consideration by the MTS Board of Directors. Following this Board action, staff issued a notice regarding the pending Palm Avenue Trolley Station development proposal, seeking competing proposals. MTS did not receive any additional interest. On this basis, staff recommended moving forward negotiating with the development team on their proposal. The Executive Committee approved moving forward on the development proposal.

MTS and entered into an Exclusive Negotiation Agreement in August 2019 with National CORE and Malick Infill. The development team has since pursued its due diligence on the design and held meetings with the City regarding the site's land use designation.

Following these meetings, National CORE and Malick Infill revised their development proposal to increase the density from the initial concept to a total of 408 units, 84 of those units for middle income residents, and 324 units of affordable housing. The development is proposing 224 shared parking spaces. Attachment B is the schematic of the latest proposal.

Staff will present the updated development proposal and seek input from the Executive Committee.

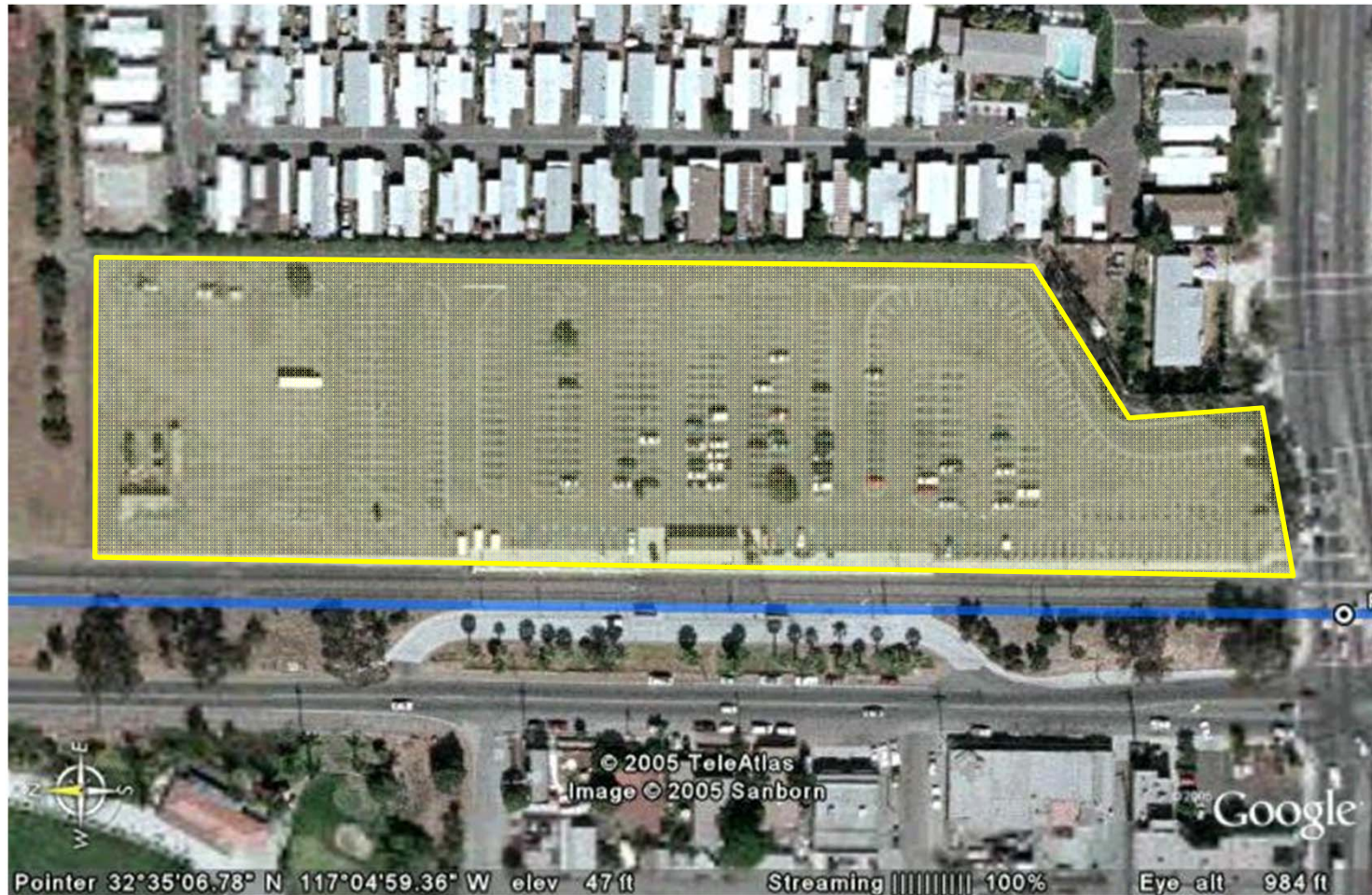
/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Site Map
B. Proposal Schematic

Palm Avenue Station



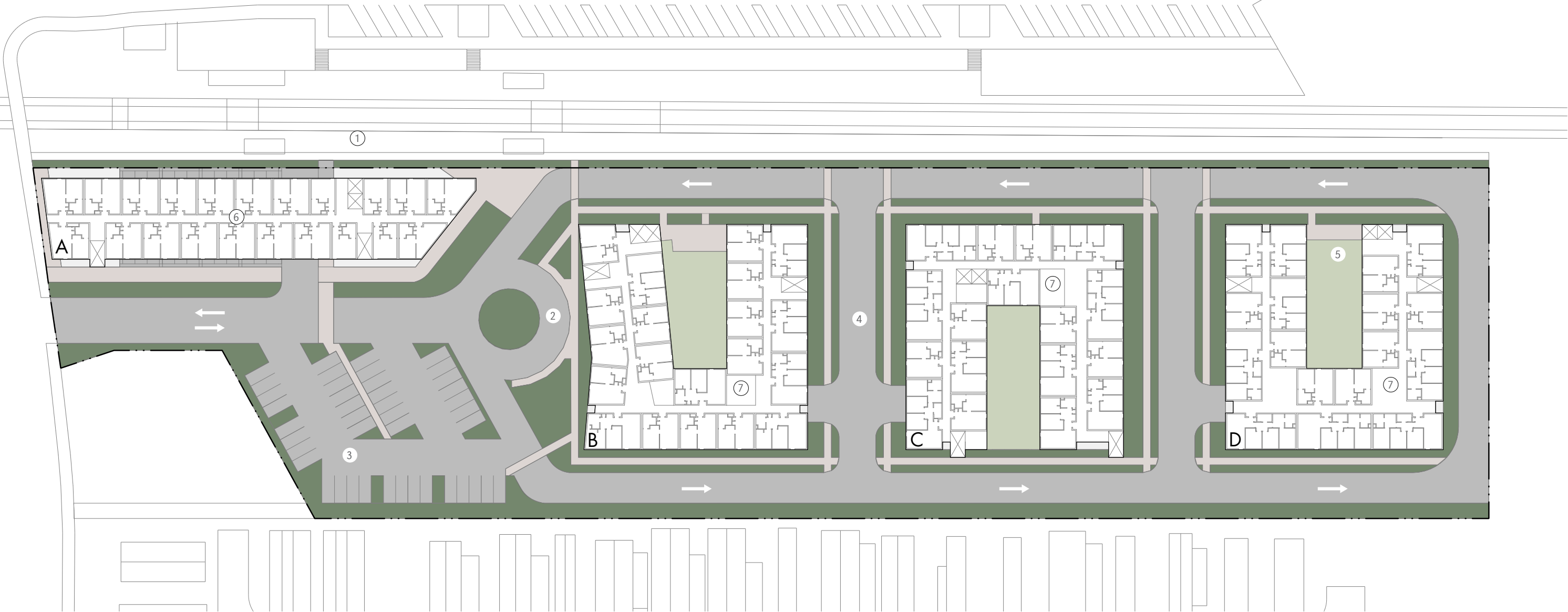


PALM CITY NEIGHBORHOOD CENTER | 02.15.2020



MALICK
INFILL DEVELOPMENT

STUDIO E
ARCHITECTS

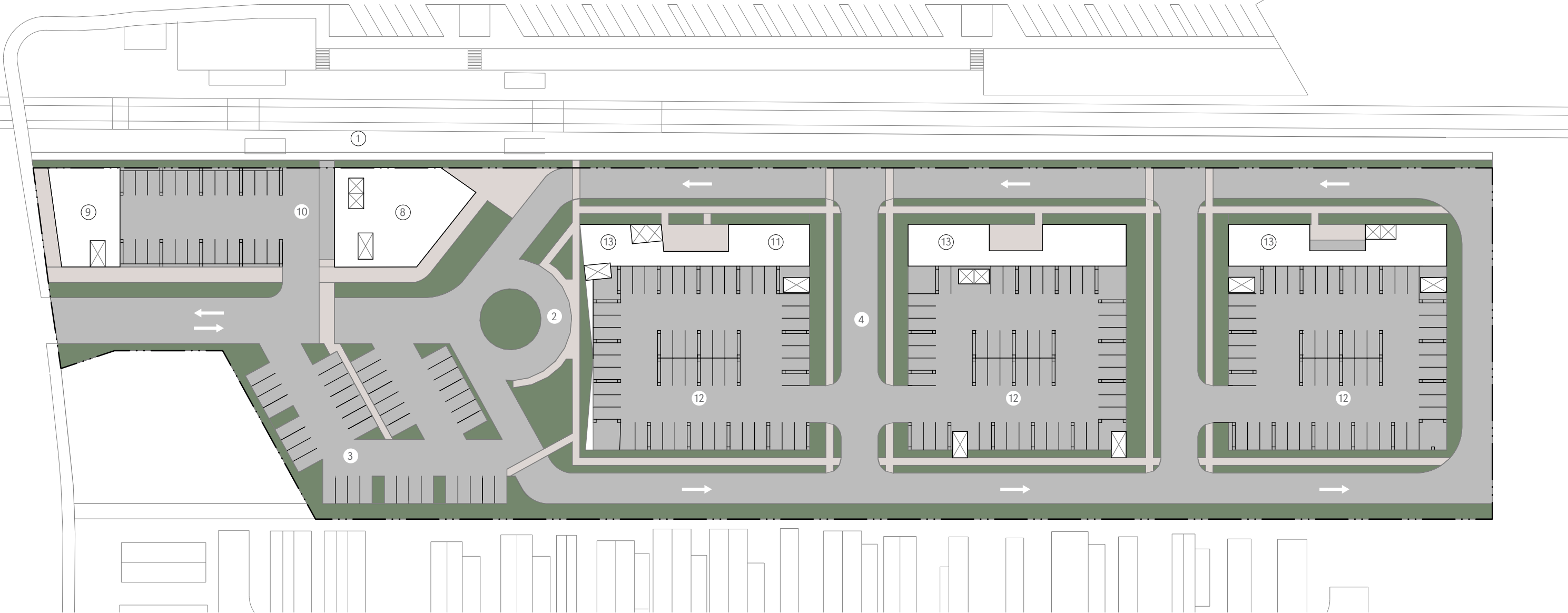


LEGEND:

- | | |
|--|------------------------------|
| 1 TROLLEY STATION | 7 AFFORDABLE APARTMENT HOMES |
| 2 RIDE SHARE PICK UP/DROP OFF | 8 MOBILITY HUB |
| 3 SHORT TERM PARKING | 9 COMMERCIAL |
| 4 WOONERF STREET - PEDESTRIAN/
CAR ZONE | 10 PEDESTRIAN PASSAGE |
| 5 COURTYARD TERRACE | 11 DAY CARE |
| 6 MIDDLE INCOME APARTMENT
HOMES | 12 COVERED SHARED PARKING |
| | 13 RESIDENTIAL AMENITY |

YIELD:

BUILDING A: 84 UNITS
BUILDING B: 120 UNITS
BUILDING C/D: 102 UNITS
TOTAL UNITS: 408 UNITS
TOTAL PARKING: 224 SPOTS



LEGEND:

- | | |
|--|------------------------------|
| 1 TROLLEY STATION | 7 AFFORDABLE APARTMENT HOMES |
| 2 RIDE SHARE PICK UP/DROP OFF | 8 MOBILITY HUB |
| 3 SHORT TERM PARKING | 9 COMMERCIAL |
| 4 WOONERF STREET - PEDESTRIAN/
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HOMES | 12 COVERED SHARED PARKING |
| | 13 RESIDENTIAL AMENITY |

YIELD:

BUILDING A: 84 UNITS
BUILDING B: 120 UNITS
BUILDING C/D: 102 UNITS
TOTAL UNITS: 408 UNITS
TOTAL PARKING: 224 SPOTS

Palm Avenue Station Joint Development

MTS Executive Committee Meeting

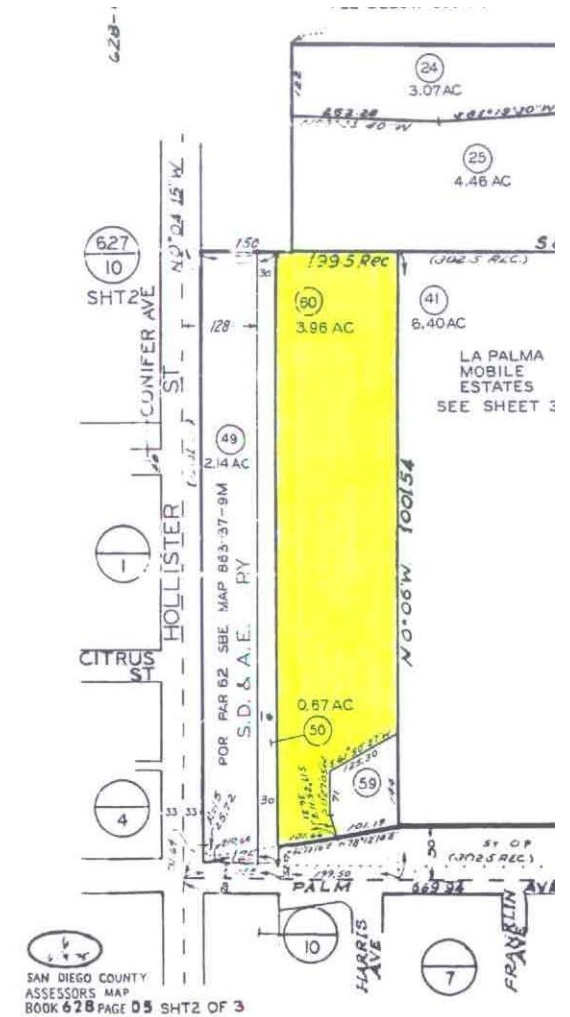
March 5, 2020

Palm Avenue Station

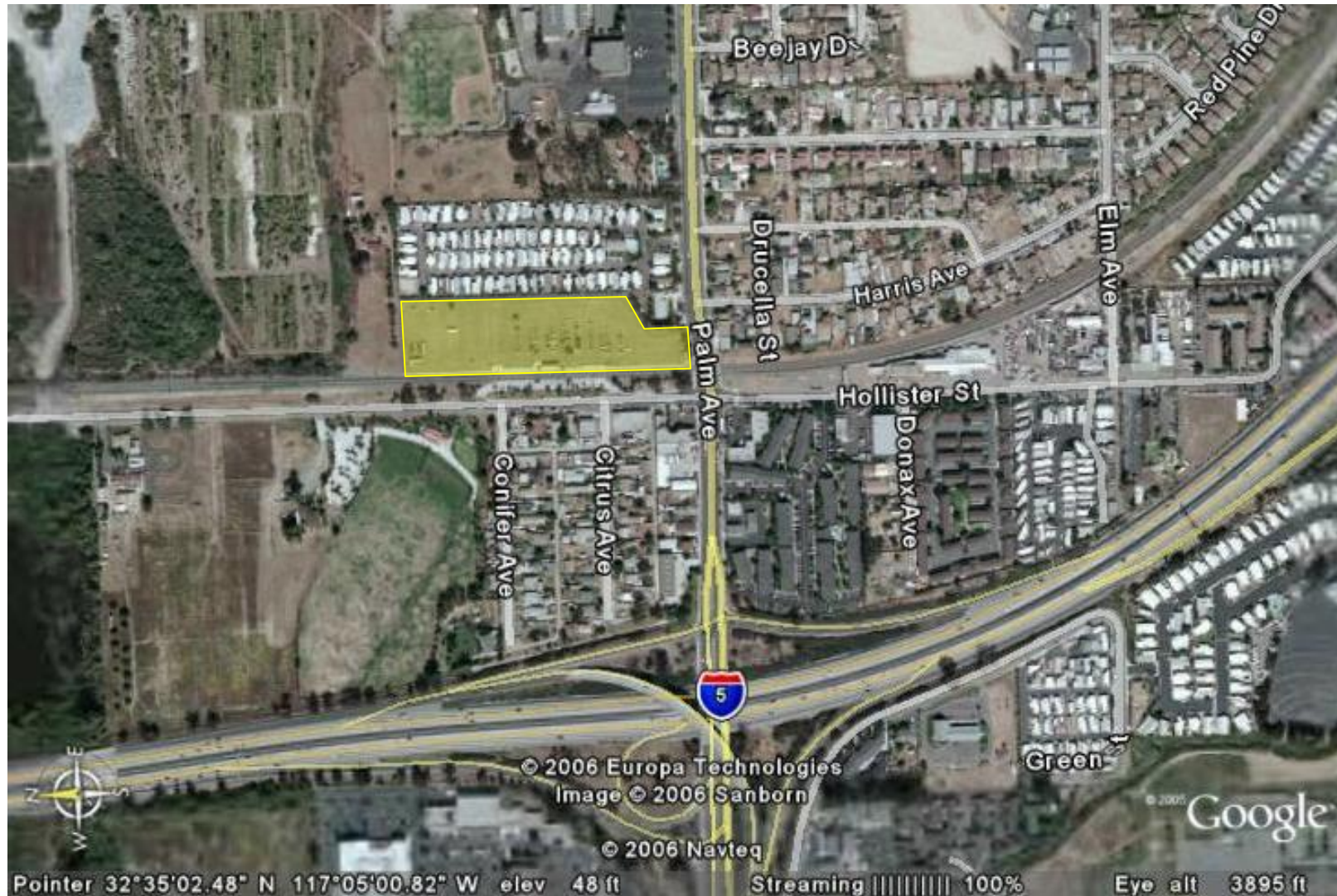


Palm Avenue Station

- City of San Diego
- 3.96 Acres
- 488 Total Parking Spaces
- Bus Stops on Adjacent Streets
- SDTI Storage Yard
- Commercial Mixed Use Zoning
 - Palm City neighborhood

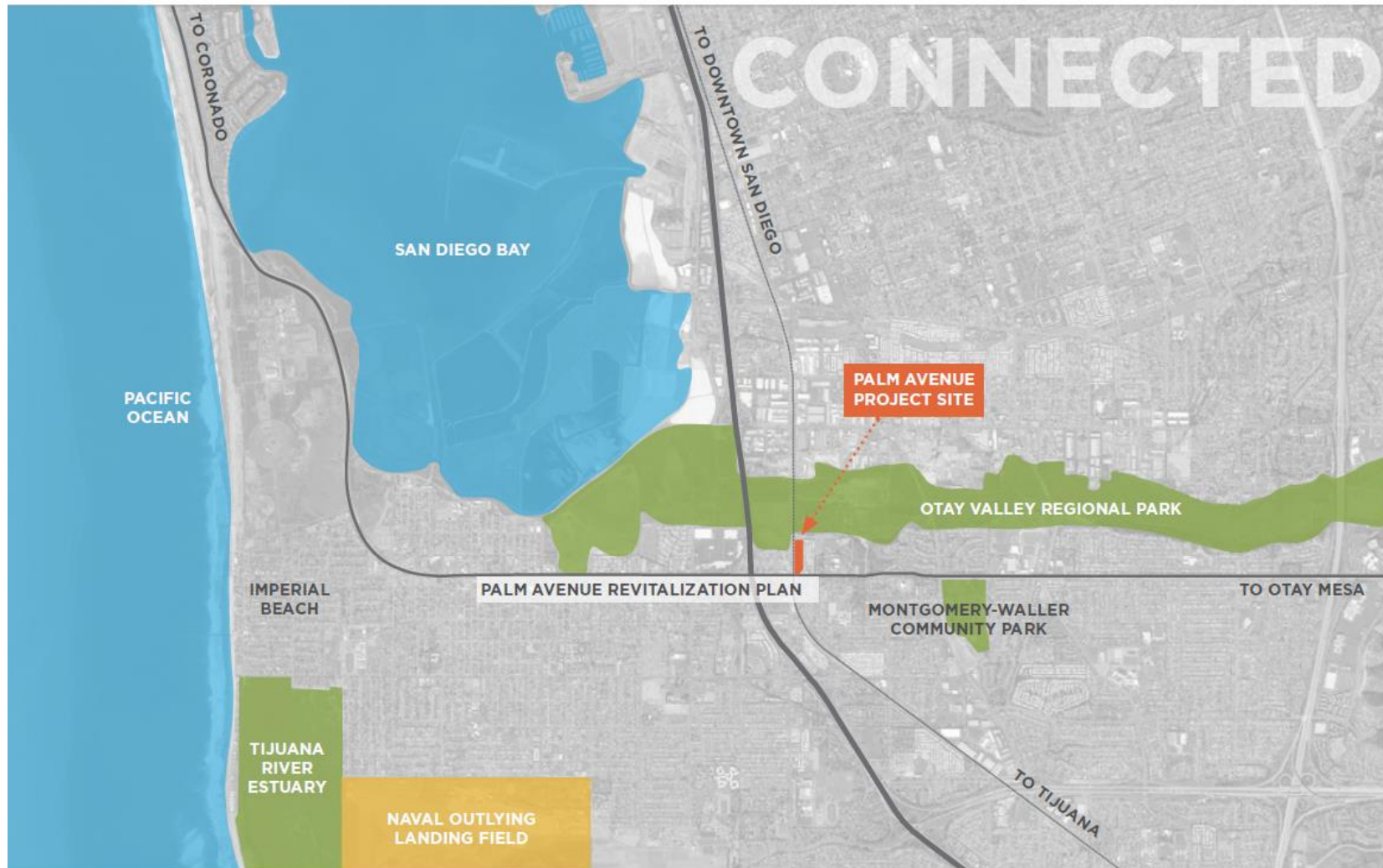


Vicinity Aerial



Regional Proximity

02 | REGIONAL PROXIMITY



Exclusive Negotiating Agreement

August 2019

- ***National CORE***

- 501(c)(3) non-profit community developer
- Specializing in high-quality affordable housing
- 26 years of experience
- Extensive track record collaborating with public and private sectors
- Developed, own, and property manage 9,500 units



- ***Malick Infill Corporation***

- San Diego based development firm focused on urban infill properties
- Expertise in multi-family and mixed-use projects
- Mixed income focus
- Andrew Malick – 20 years of experience in real estate development
- Currently developing 3 TOD projects in San Diego – 365 units



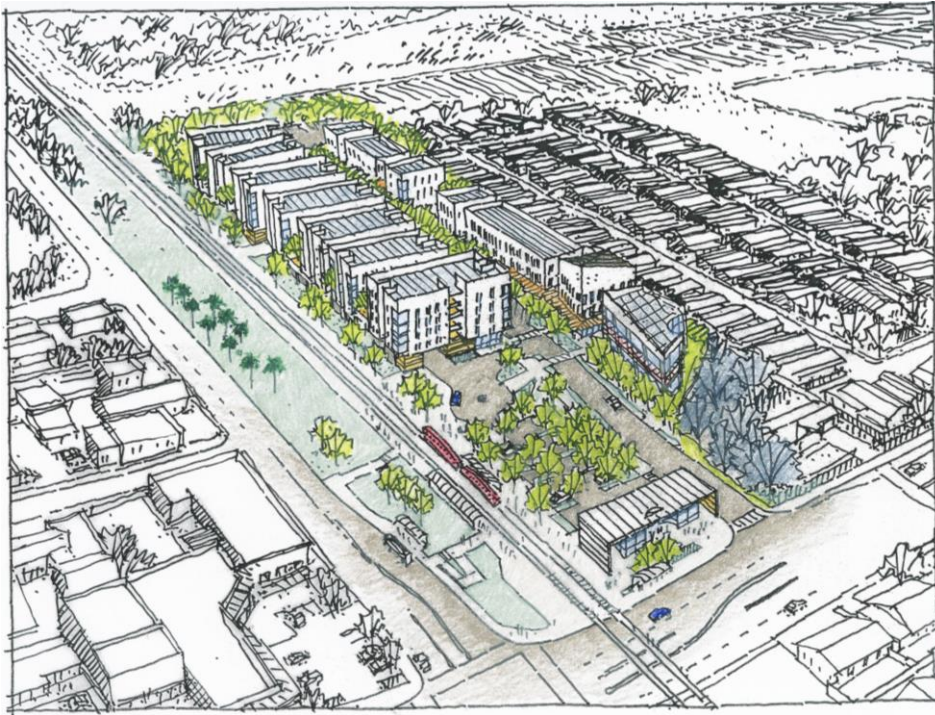
Palm City Village TOD

Proposal Update for Redevelopment of Palm Avenue Trolley Station
Parking Lot



Project Comparison – Visual Rendering

Original Proposal

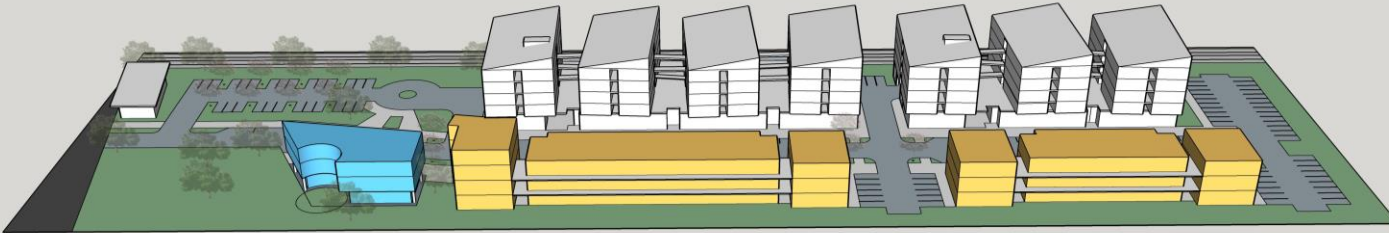


Revised Proposal



Project Comparison – Visual Aerial

Original Proposal



4

Stories over Parking

3

Stories on Grade

6

Stories over Parking

4

Stories over Parking

Revised Proposal

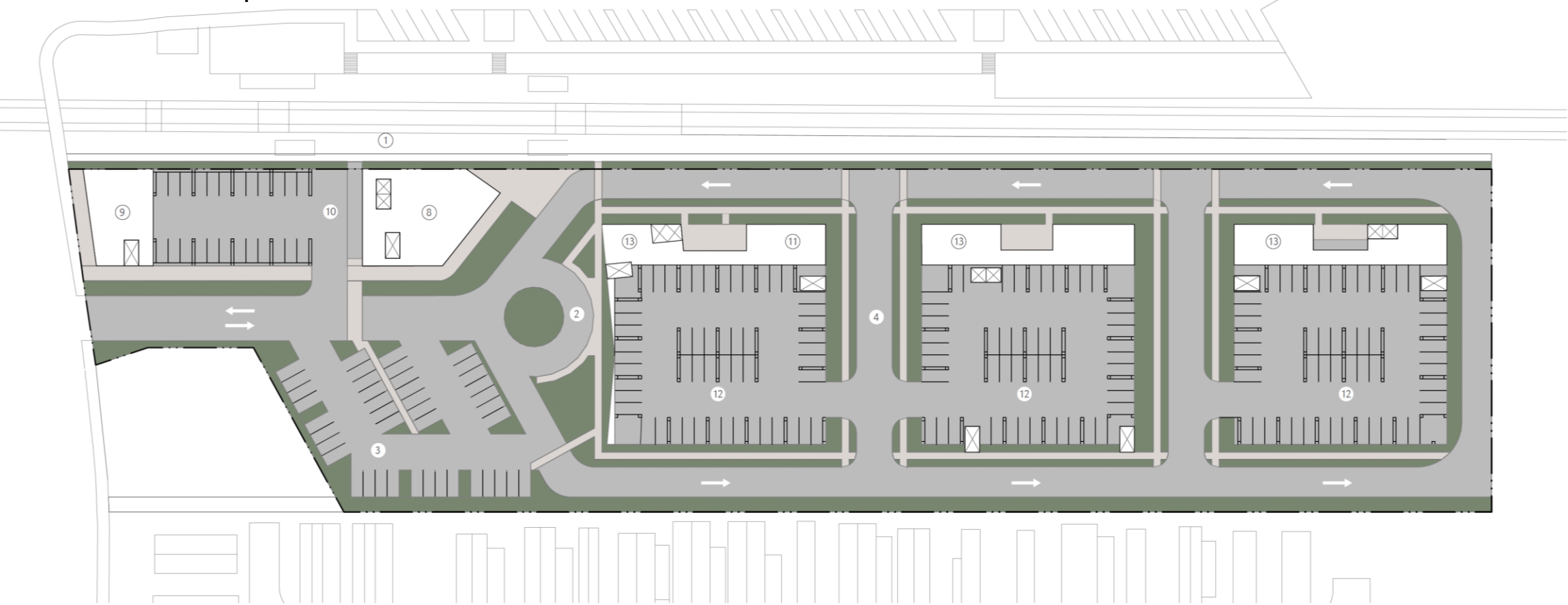


Original Proposal Site Plan



- Legend:**
- 1 TROLLEY STATION
 - 2 RIDE SHARE PICK UP / DROP OF
 - 3 MOBILITY HUB
 - 4 PARKING
 - 5 COVERED PARKING
 - 6 MARKET / WORKSPACE BUILDING
 - 7 COMMERCIAL
 - 8 LIVE / WORK UNITS
 - 9 LOBBY
 - 10 SERVICE
 - 11 VILLAGE STREET
 - 12 FIRE 'T' TURN
 - 13 TO REGIONAL TRAIL SYSTEM

Revised Proposal Site Plan



LEGEND:

- 1

TROLLEY STATION
- 2

RIDE SHARE PICK UP/DROP OFF
- 3

SHORT TERM PARKING
- 4

WOONERF STREET - PEDESTRIAN/
CAR ZONE
- 5

COURTYARD TERRACE
- 6

MIDDLE INCOME APARTMENT
HOMES
- 7

AFFORDABLE APARTMENT HOMES
- 8

MOBILITY HUB
- 9

COMMERCIAL
- 10

PEDESTRIAN PASSAGE
- 11

DAY CARE
- 12

COVERED SHARED PARKING
- 13

RESIDENTIAL AMENITY

YIELD:

- BUILDING A: 84 UNITS
- BUILDING B: 120 UNITS
- BUILDING C/D: 102 UNITS
- TOTAL UNITS: 408 UNITS
- TOTAL PARKING: 224 SPOTS

Project Comparison – Dwelling Unit Density

Original Proposal

- TOTAL: **250** Homes
- 30-60% AMI: 150 Homes
- 80-150% AMI: 100 Homes

Revised Proposal

- TOTAL: **408** Homes
- 30-60% AMI: 324 Homes
- 80-110% AMI: 84 Homes

163% Increase in Density

Project Comparison – Parking

Original Proposal

- TOTAL: **254** Spaces
- On site: 254 Spaces
- Off site: 0 Spaces

Revised Proposal

- TOTAL: **269** Spaces
- On site: 224 Spaces
- Off Site: 45 Spaces

Project Comparison – Entitlement Process

Original Proposal

- Requires CEQA
- Discretionary Approval
- Potentially Community Plan Amendment and re-zone (Process 5)

Current Proposal

- CEQA Exemption*
- Ministerial approval
- Allowed by AB 1763 (unlimited density near transit for density bonus projects)

*confirming process with San Diego DSD

Project Comparison - Summary

Original Proposal

- Density 250 Homes
- Parking 254 Spaces
- Entitlement 1-3 Years

Revised Proposal

- Density 408 Homes
- Parking 269 Spaces
- Entitlement 4-6 Months*

** pending Development Services
Department timing and approvals*

Recommendation and Next Steps

Recommendation:

- Staff recommends continued negotiations on proposal

Next Steps:

- Discuss land-use issues with the City and Council District 8
- Financial and Best-use Analysis
- Continue briefing Executive Committee on project status



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Agenda Item No. C4

MEETING OF SAN DIEGO THE METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

March 5, 2020

SUBJECT:

EL CAJON TRANSIT CENTER TRANSIT ORIENTED DEVELOPMENT (TIM ALLISON
AND SHARON COONEY)

RECOMMENDATION:

That the Executive Committee receive a report on potential transit oriented development
at the El Cajon Transit Center and provide direction.

Budget Impact

None.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) owns the properties making up the El Cajon Transit Center located southwest of South Marshall Avenue and Main Street in the City of El Cajon (Attachment A). Over the last ten years, MTS has placed this station as one of the higher priority locations for transit oriented development in its inventory of potential development sites. MTS had several studies completed to look at the economic viability of development and found that a project was not economically viable at those times.

Over the last several years, MTS and City of El Cajon staff talked about possible development opportunities which could be achieved through a collaborative working relationship between MTS and the City. The City updated the land use for the site, adopting the Transit District Specific Plan in May 2018, providing for dense housing in the surrounding transit center area. The current zoning allows for residential development up to 60 dwelling units per acre. The intent of this zone is for multi-family stacked flats with parking typically incorporated into the structure and residential built above a podium level including ground floor retail.



Recently, the markets have rebounded and both MTS and the City of El Cajon desire to seek development opportunities transforming the transit center into a high quality mixed use transit oriented development. The City of El Cajon and MTS entered into a Memorandum of Understanding (MOU) to define roles and responsibilities and to commit agency funds for jointly developing master zoning and design criteria; for economic analysis determining project viability; for seeking qualified developers; and for negotiating the development and financial details of a successful development.

MTS received an unsolicited proposal this past summer from Chelsea Investment Corporation to construct 95 affordable units on the back portion of the MTS lot (Attachment B). The concept was to build the required affordable units and open the front lot for a market rate development. MTS posted the receipt of the proposal and received no other interest.

Staff and the City of El Cajon discussed the proposal and the MTS Board of Directors recent changes to Policy 18, "Joint Development Program", adding labor requirements. It was determined that an economic study be updated to reflect the current market and the impacts of the new MTS rules on the feasibility of development. Keyser Marston Associates (KMA) completed economic feasibility studies for the area, and in particular the transit center, for the City of El Cajon's Transit District Specific Plan. MTS hired KMA to update its studies and also analyze the scenario of a market rate project.

Staff will present KMA's findings and seek direction from the Executive Committee.

/s/ Paul C. Jablonski

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. Site Map
B. Project Proposal

El Cajon Transit Center



Chelsea Proposal

El Cajon Transit - Affordable Housing Development



El Cajon Transit Center Joint Development

MTS Executive Committee Meeting

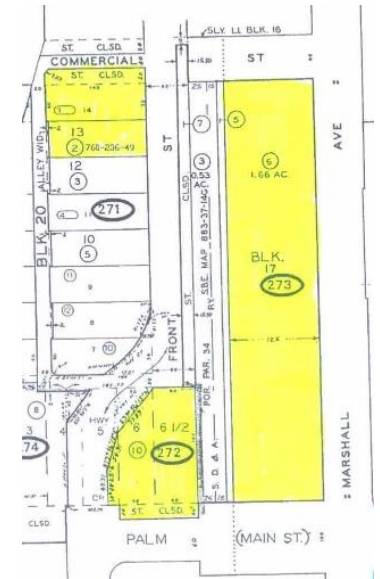
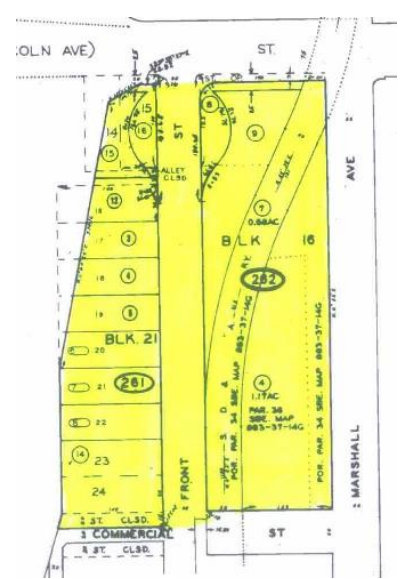
March 5, 2020

El Cajon Transit Center



El Cajon Transit Center

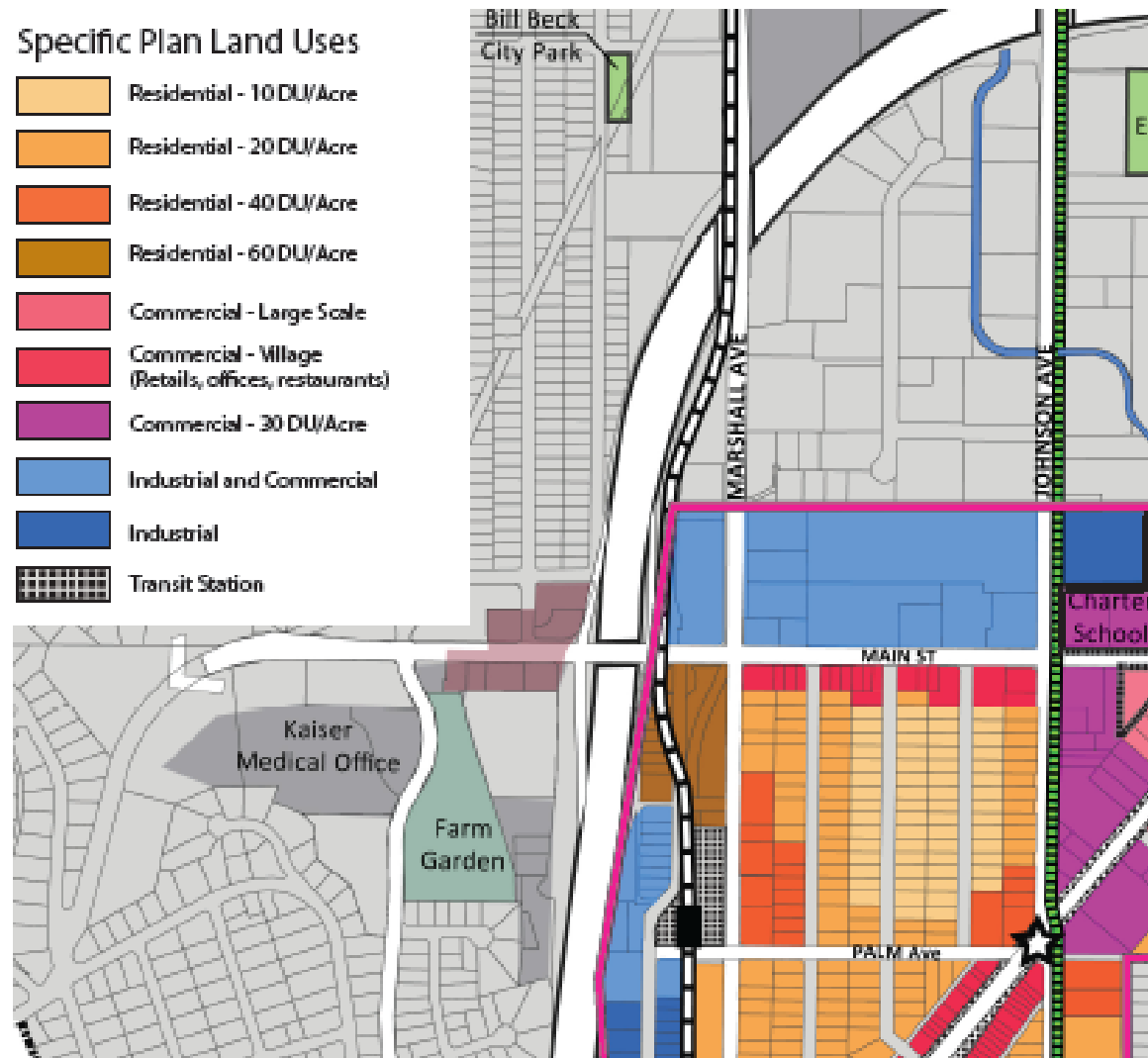
- City of El Cajon
- 7.2 Acres
- 481 Total Parking Spaces
- 8 Bus Bays
- Site Notes:
 - Convenience Store
 - Greyhound
 - Mossy Nissan Lease
 - Adjoining property on Front Street – leased



Memorandum of Understanding

- City of El Cajon received a \$400,000 SANDAG planning grant for updating the station area land use and mobility plan. Completed in May, 2018
- MOU to establish roles and responsibilities between MTS and El Cajon to develop a mixed use project at the station.
- MTS commitment – up to \$50,000 for consultant fees and provide staff support.

Transit District Specific Plan



Chelsea Proposal

El Cajon Transit - Affordable Housing Development



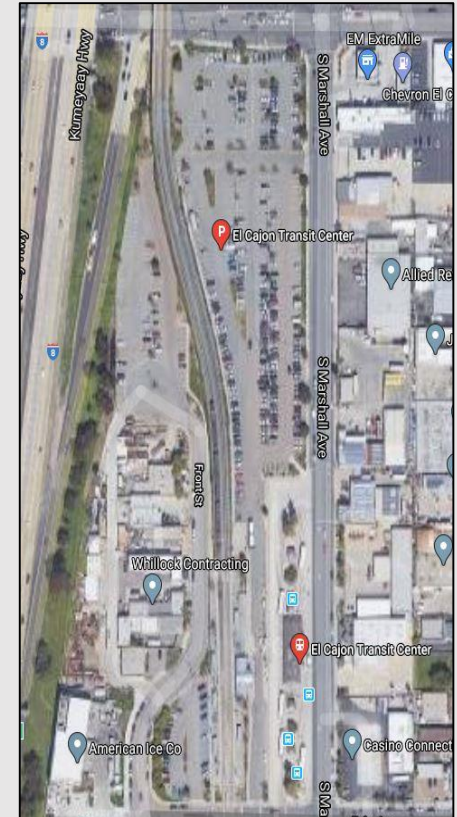


DEVELOPMENT FEASIBILITY STUDY EL CAJON TRANSIT CENTER

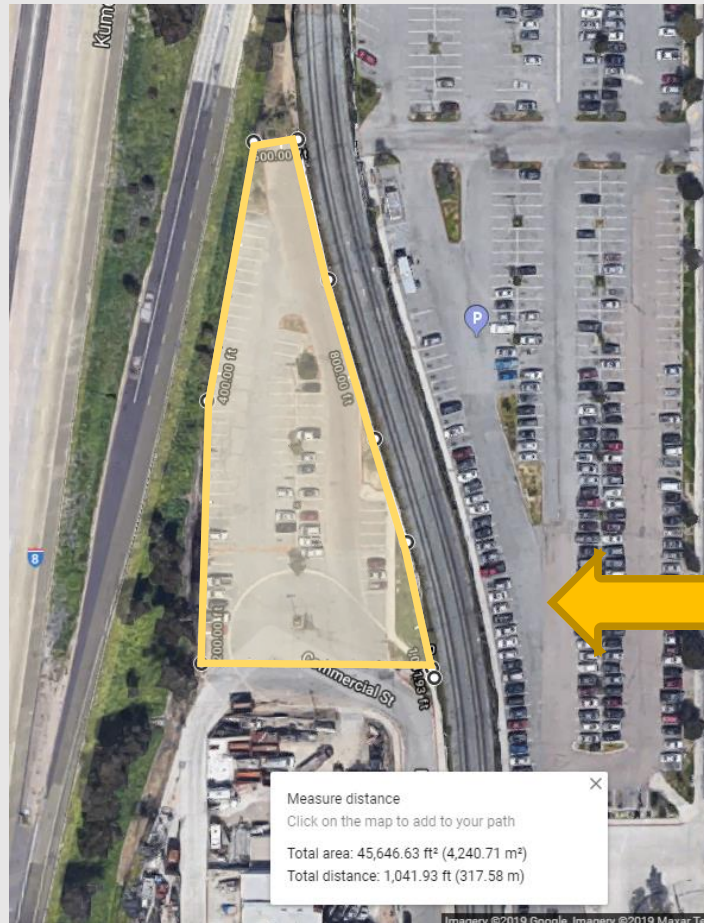
March 5, 2020



KEYSER MARSTON ASSOCIATES
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT



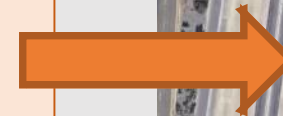
SITE AREA & LOCATION



KMA FEASIBILITY STUDY

Site Area: 3.42 Acres

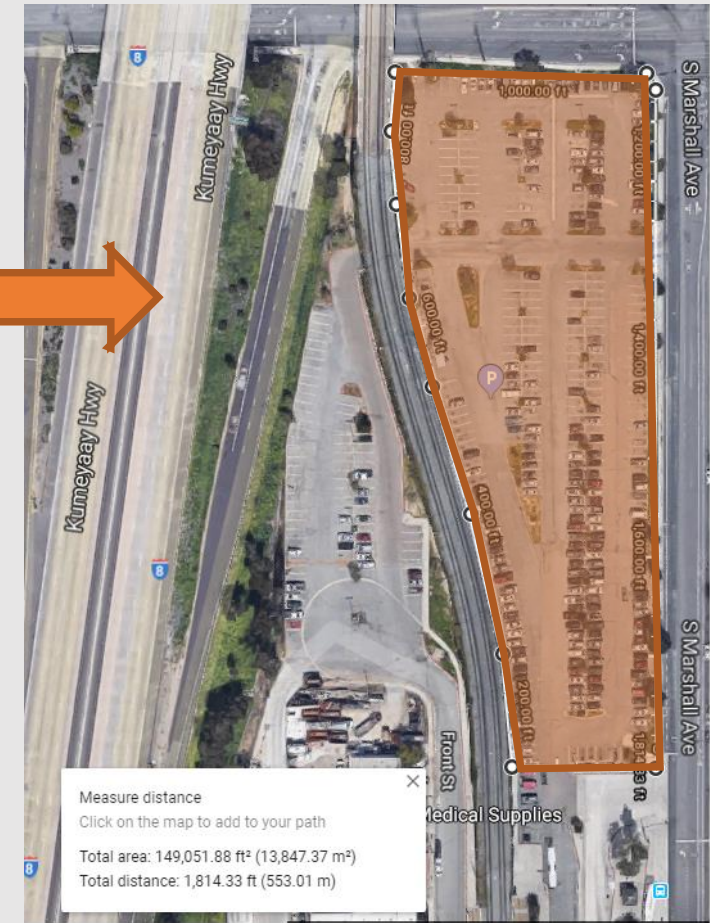
Location: El Cajon Transit Center – east of the railroad right-of-way, adjacent to S. Marshall Ave.





AFFORDABLE HOUSING PROPOSAL

Site Area: 1.05 Acres

Location: El Cajon Transit Center – west of the railroad right-of-way



3.42-ACRE SITE – PROJECT DESCRIPTIONS

	Type V over Podium/Subterranean	Type V w/ Wrap
		
Site Area	3.42 Acres	3.42 Acres
Number of Stories	5 Stories	5 Stories
Density	90 Units/Acre	65 Units/Acre
Number of Units	308 Units	222 Units
Floor Area Ratio (FAR)	1.82 FAR	1.36 FAR
Parking Spaces		
<i>Resident Parking Ratio</i>	1.25 Spaces/Unit	1.40 Spaces/Unit
Resident Spaces	385 Spaces	311 Spaces
MTS Replacement Spaces	<u>330</u> Spaces	<u>330</u> Spaces
Total Spaces	715 Spaces	641 Spaces

RESIDUAL LAND VALUE

- **Residual Land Value** – maximum land value supported by a proposed development
 - *Difference between total project value upon completion and estimated total development costs (other than land acquisition costs)*

DEVELOPMENT COST ASSUMPTIONS BY SCENARIO

	Type V over Podium/ Subterranean 308 Units	Type V w/ Wrap 222 Units
Parking Costs		
Per Space	\$37,500/Space	\$25,000/Space
Development Costs (Excl. Land and Replacement Parking)		
Total	\$93.8 M	\$61.9 M
Per Unit	\$304,500/Unit	\$278,900/Unit
Per SF GBA	\$345/SF GBA	\$305/SF GBA
Total Replacement Parking Costs (330 Spaces)		
Total	\$12.4 M	\$8.3 M

PROJECTED AVERAGE MARKET RENT BY SCENARIO

	Type V over Podium/ Subterranean 308 Units	Type V w/ Wrap 222 Units
Average Unit Size	750 SF	800 SF
Average Rent Per Month Per SF	\$2,160/Month \$2.88/SF	\$2,226/SF \$2.78/SF

RESIDUAL LAND VALUES BY SCENARIO WITHOUT PREVAILING WAGE

	Type V over Podium/ Subterranean 308 Units	Type V w/ Wrap 222 Units
Land Value before Replacement Parking <i>Per Unit</i> <i>Per SF Land</i>	(\$0.21 M) (\$1,000) (\$1)	\$7.83 M \$35,000 \$53
Land Value after Replacement Parking <i>Per Unit</i> <i>Per SF Land</i>	(\$12.60 M) (\$41,000) (\$85)	(\$0.42 M) (\$2,000) (\$3)

RESIDUAL LAND VALUES BY SCENARIO WITH PREVAILING WAGE

Assumes Prevailing Wage Costs
@ 20% of Direct Costs

	Type V over Podium/ Subterranean 308 Units	Type V w/ Wrap 222 Units
Land Value before Replacement Parking <i>Per Unit</i> <i>Per SF Land</i>	(\$15.36 M) (\$50,000) (\$103)	(\$2.61 M) (\$12,000) (\$18)
Land Value after Replacement Parking <i>Per Unit</i> <i>Per SF Land</i>	(\$27.74 M) (\$90,000) (\$186)	(\$10.86 M) (\$49,000) (\$73)

ACHIEVABLE GROUND RENT BY SCENARIO WITHOUT PREVAILING WAGE

	Type V over Podium/ Subterranean 308 Units	Type V w/ Wrap 222 Units
Before Replacement Parking*	(\$14,000)	\$509,000
After Replacement Parking*	(\$818,000)	(\$28,000)

*Annual Ground Rent estimated based on 6.5% of Residual Land Value.

ACHIEVABLE GROUND RENT BY SCENARIO WITH PREVAILING WAGE

Assumes Prevailing Wage Costs
@ 20% of Direct Costs

	Type V over Podium/ Subterranean 308 Units	Type V w/ Wrap 222 Units
Before Replacement Parking*	(\$999,000)	(\$170,000)
After Replacement Parking*	(\$1,803,000)	(\$706,000)

*Annual Ground Rent estimated based on 6.5% of Residual Land Value.

Recommendation

- Provide direction to the Chief Executive Officer.



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DRAFT

Agenda

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

BOARD OF DIRECTORS MEETING / FINANCE WORKSHOP / ELEVATE SD 2020 WORKSHOP

March 19, 2020

8:30 a.m.

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

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. Assistive Listening Devices (ALDs) are available from the Clerk of the Board/Assistant Clerk of the Board prior to the meeting and are to be returned at the end of the meeting. Live audio streaming of the MTS Board of Directors meetings can be accessed at the following link: <https://www.sdmts.com/boardroom-stream>.

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes – February 13, 2020 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 Committee Appointments (Sharon Cooney) Elect
Action would elect representatives to the following outsidess committees:
SANDAG Regional Planning Committee (Alternate Representative), and
SANDAG Transportation Committee (Primary and Alternate Representative).

Please SILENCE electronics
during the meeting

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

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



CONSENT ITEMS

- | | | |
|-----|--|---------|
| 6. | <u>Property Insurance Renewal</u> | Approve |
| 7. | <u>Middletown – Switch 9 and 11 Construction Management Services – Work Order</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2017-CM05 to MTS Doc. No. G2017.0-17 with Jacobs Engineering Group, Inc. for the Middletown - Switch 9 and 11 Construction Management Services. | Approve |
| 8. | <u>Douglas Fir Railroad Wood Ties – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1526.0-20, with Gemini Forest Products (“Gemini”), for Douglas Fir Railroad Wood Ties as detailed in the scope of work, in the amount of \$140,893.24, effective April 1, 2020. | Approve |
| 9. | <u>Task Order Contract Approval to Provide Design Services for South Bay Maintenance Facility (SBMF) Electric Bus Concept Layouts</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$328,320.14 to provide design services for the SBMF Electric Bus Concept Layouts. | Approve |
| 10. | <u>Fare Media Retail Network – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to include in MTS Doc No. G2287.0-19, with Ready Credit Corporation (RCC), items from their original proposal that were not previously presented to the Board of Directors. The total amount of these items will not exceed \$196,000 for the design and integration services and \$3,962,000 for the card fees, over a 20 year term. | Approve |
| 11. | <u>Hill Street Slope Repair Construction Services – Change Orders 1 – 9</u>
Action would: (1) Ratify Construction Change Orders 1 - 6 to MTS Doc. No. PWL246.0-18 for \$18,555.78, which was previously issued under the Chief Executive Officer’s (CEO) authority, for the Hill Street Slope Repair adjacent to Hill Street in El Cajon along the MTS’s Orange Line; and (2) Authorize the CEO to approve Change Orders to MTS Document No. PWL246.0-18 - Change Orders 7 - 9, with Hazard Construction Company for \$251,543.69 | Approve |
| 12. | <u>Fire Extinguisher Maintenance and As-Needed Repairs – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG308.0-20, to Fire Service Corp, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five years in the amount of \$184,758.01. | Approve |

FINANCE WORKSHOP ITEMS

- | | | |
|-----|---|---------|
| XX. | <u>Fiscal Year 2020 Midyear Adjustment (Mike Thompson)</u> | Enact |
| XX. | <u>Fiscal Year 2021 Operating Budget Discussion (Mike Thompson)</u> | Receive |

XX. Fiscal Year 2021 Capital Improvement Program (Mike Thompson)

Approve

ELEVATE SD 2020 WORKSHOP ITEMS

XX. Hold for Elevate SD 2020 Workshop Item

XX. Hold for Elevate SD 2020 Workshop Item

CLOSED SESSION

XX. a. HOLD – CLOSED SESSION – Labor Negotiations - IBEW

b. HOLD – CLOSED SESSION – Riverstone Capital, LLC

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. None.

REPORT ITEMS

45. Fiscal Year (FY) 2020 Mid-Year Performance Monitoring Report (Denis Desmond) Informational

OTHER ITEMS

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: April 9, 2020

65. Adjournment



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

March 19, 2020

SUBJECT:

PROPERTY INSURANCE RENEWAL

Draft for
Executive Committee
Review Date: 03/05/20

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





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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

**Draft for
Executive Committee
Review Date: 03/05/20**

SUBJECT:

MIDDLETOWN - SWITCH 9 AND 11 CONSTRUCTION MANAGEMENT SERVICES –
WORK ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2017-CM05 to MTS Doc. No. G2017.0-17 (in substantially the same format as Attachment A) with Jacobs Engineering Group, Inc. for the Middletown - Switch 9 and 11 Construction Management Services.

Budget Impact

The value of this agreement will not exceed \$330,986.72 and is funded through the MTS Capital Improvement Project budget account(s) 2006101101, 2005005102, and 2005002502.

DISCUSSION:

The Middletown – Switch 9 and 11 Construction Project was approved by the MTS Board of Directors on October 10, 2019. The project consists of the installation of a new double-crossover north of the Middletown Station on the Green Line, which will include minor mainline resurfacing and signal upgrades. This work needs to be completed due to the current degraded condition of the crossover. This project also consists of the replacement of the vehicular crossing at National Ave and Commercial Street and the replacement of Switches 9 and 11 on the Orange Line, which will include the installation of new signal upgrades for the special trackwork. This work needs to be completed in order to ensure the system is in a state of good repair.



MTS requires construction management services for the overall planning, coordination, and control of this project from beginning through completion (collectively “CM Services”), and the proposed Work Order for CM Services include the following:

- Resident Engineer
- Field Inspector

The San Diego Association of Governments (SANDAG) issued a Request for Statement of Qualifications (RFSQ) for CM Services on October 17, 2014 and 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. 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. Jacobs Engineering Group, Inc. was selected as the most qualified firm for Work Order WOA2017-CM05.

The price proposal prepared by Jacobs Engineering Group, Inc. was determined to be fair and reasonable as compared to the independent cost estimate.

Therefore, staff recommends that the Board of Directors authorize the CEO to execute Work Order WOA2017-CM05 to MTS Doc. G2017.0-17 (in substantially the same format as Attachment A) with Jacobs Engineering Group, Inc. for Middletown - Switch 9 and 11 Construction Management Services.

/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. G2017-.0-17 WOA2017-CM05

March 24, 2020

MTS Doc. No. G2017.0-17
Work Order No. WOA2017-CM05

Allan Tanjuaquio, PE
Vice President
402 West Broadway, Suite 1450
San Diego, CA 92101
Office: 619-687-0110

Dear Mr. Tanjuaquio:

Subject: MTS DOC. NO. G2017.0-17, WOA2017-CM05, TRACK INSPECTION SERVICES FOR
MIDDLETOWN, 9&11 CONSTRUCTION – WORK ORDER AGREEMENT.

This letter shall serve as our agreement, MTS Doc. No. G2017.0-17, WOA2017-CM05, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide Inspection 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

See project schedule for PWL285.0-19.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$330,986.72.

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

Allan Tanjuaquio
Jacobs Engineering Group, Inc.

Date: _____

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

**WORK ORDER TITLE: Track Inspection Service MTS Doc. No. WOA2017-CM05****I. PROJECT DESCRIPTION**

This task order is for construction management and inspection services for the Middletown and Switch 9, 11 Construction project.

II. EXPECTED RESULTS

The contractor will provide construction management services.

III. SCOPE OF WORK

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

1.1 Project Management:

Provide monthly progress reports (via email) that follow MTS format and includes a summary of the work during the billing period, anticipated work in the following period, and identification of any issues. Provide monthly invoices that follow the standard MTS format for on-call task order invoices. Maintain and update a project schedule

1.2 CM Services:

The Contractor will provide a Resident Engineer (RE) to handle submittals, RFI's, schedule, etc., a track inspector and a signal/electrical inspector for the work order. The approximate hours are shown in the table below:

Resident Engineer	Track Inspector	Track Inspector - OT (Sat)	Track Inspector - OT (Sun)	Signal/ Electrical Inspector	Signal/ Electrical Inspector - OT (Sat)	Signal/ Electrical Inspector - OT (Sun)
640 HRS	320 HRS	96 HRS	96 HRS	320 HRS	96 HRS	96 HRS

IV. PERIOD OF PERFORMANCE

May 4th, 2020 to July 26th, 2021.

V. DELIVERABLES

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

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES**A. Tasks Schedule****Task****Begin/End Dates**

Track Inspection

May 4th, 2020 to July 26th, 2021.

B. Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
N/A	N/A

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

Not Applicable.

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

Prevailing wage rates apply to the field inspector.

Work Order Estimate Summary

Att. A, AI 7, 3/19/20

MTS Doc. No. **G2017.0-17**

Work Order No. **WOA2017 -CM05**

Attachment: **B**

Work Order Title: **Middletown Track CM**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	1.1	Task Management	\$11,790.72
1	1.2	CM Service	\$319,196.00

Totals = **\$330,986.72**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Middletown Track CM	1,716.0	\$330,986.72

Totals = **1,716.0** **\$330,986.72**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				CH2MHILL (Jacobs)	1,188.0	\$223,306.40
		x		Chuck Wehsener Engineering	528.0	\$107,680.32

Totals = **1,716.0** **\$330,986.72**

Work Order Estimate
Summary

Total Hours =

1,188

Total Costs =

\$223,306.40

Consultant/Subconsultant: CH2MHILL (Jacobs)

MTS Doc. No.:

G2017.0-17

Work Order No.:

WOA2017 -CM05

Work Order Title: Middletown Track

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	RE	Inspector (Track)	Inspector (Track)	Inspector (Track)	Total Hours	Totals	Percent of Total	
				Sun, Fu	Gorden, Alex	Stuart, Dale Sr.	Stuart, Dale Sr. (Sat.)	Stuart, Dale Sr. (Sun.)				
				\$ 190.56	\$ 166.08	\$ 166.09	\$ 249.14	\$ 332.18			Hours	Costs

1	Task 1	Middletown Track CM										
	1.1 Task Management		\$1,200.00	36					36	\$8,060.16		
	1.2 CM Services				640	320	96	96	1,152	\$215,246.24		
Subtotals (Hours) =			N/A	36	640	320	96	96	1,188	\$223,306.40		
Subtotals (Costs) =			\$1,200.00	\$6,860.16	\$106,291.20	\$53,148.80	\$23,916.96	\$31,889.28	1,188	\$223,306.40	100%	100%
Totals (Summary) =									1,188	\$223,306.40		
Total (Hours) =			N/A	36	640	320	96	96	1188			
Total (Costs) =			\$1,200.00	\$6,860.16	\$106,291.20	\$53,148.80	\$23,916.96	\$31,889.28		\$223,306.40		
Percentage of Total (Hours) =			N/A	3%	54%	27%	8%	8%	100%			
Percentage of Total (Costs) =				1%	3%	48%	24%	11%			100%	

Work Order Estimate
Summary

Consultant/Subconsultant: Chuck Wehsener Engineering

MTS Doc. No.: G2017.0-17

Work Order No.: WOA2017 -CM05

Work Order Title: Middletown Track

Attachment: B

Total Hours =	528
Total Costs =	\$107,680.32

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Manager	Inspector (Signal)	Inspector (Signal)	Inspector (Signal)	Total Hours	Totals	Percent of Total	
				Wehsener, Chuck	Johnson, Michael	Johnson, Michael (Sat.)	Johnson, Michael (Sun.)				
				\$ 233.16	\$ 158.46	\$ 237.69	\$ 316.92			Hours	Costs
1	Task 1	Orange Line Track Replacement									
	1.1 Task Management			16				16	\$3,730.56		
	1.2 CM Services				320	96	96	512	\$103,949.76		
	Subtotals (Hours) =		N/A	16	320	96	96	528	\$107,680.32		
	Subtotals (Costs) =			\$3,730.56	\$50,707.20	\$22,818.24	\$30,424.32	528	\$107,680.32	100%	100%
	Totals (Summary) =							528	\$107,680.32		
	Total (Hours) =		N/A	16	320	96	96	528			
	Total (Costs) =			\$3,730.56	\$50,707.20	\$22,818.24	\$30,424.32		\$107,680.32		
	Percentage of Total (Hours) =		N/A	3%	61%	18%	18%	100%			
	Percentage of Total (Costs) =			3%	47%	21%	28%			100%	



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

**Draft for
Executive Committee
Review Date: 03/05/20**

SUBJECT:

DOUGLAS FIR RAILROAD WOOD TIES - 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. L1526.0-20 (in substantially the same format as Attachment A), with Gemini Forest Products ("Gemini"), for Douglas Fir Railroad Wood Ties as detailed in the scope of work (Attachment B), in the amount of \$140,893.24, effective April 1, 2020.

Budget Impact

The project will be funded by the San Diego Trolley Maintenance of Way operating budget 370016-545500. The value of this agreement will not exceed \$140,893.24 as shown below:

Description	Amount
Total Amount	\$129,557.00
CA Sales Tax	\$10,040.67
Lumber Tax	\$1,295.57
Overall Total	\$140,893.24

DISCUSSION:

Timber ties on various locations on the MTS right-of-way are at the end of their useful service life. This order will be used to keep the track in a state of good repair.

On January 3, 2020 MTS issued an Invitation for Bids (IFB) for the purchase of the wood ties. On February 10, 2020 MTS received a single bid from Gemini.



On February 10, 2020, to ascertain that the solicitation was not restrictive, MTS emailed a survey to all the firms that had downloaded the IFB on PlanetBids, and firms that had previously expressed interest in the project, asking them their reason/s for not bidding. The results indicated that neither the IFB nor MTS's procurement processes played a role in their decision not to respond.

On February 11, 2020, MTS contacted Gemini to negotiate pricing. Gemini indicated that the competitive pricing they offered in order to be the lowest bidder was based on the price of raw materials, wood preservatives, wood plates, etc., and therefore its price would remain unchanged.

In order to determine if the price was fair and reasonable, MTS performed a price analysis by comparing its 2019 historical pricing and Gemini's bid to another transit agency, Southern California Regional Rail Authority (Metrolink). While not all tie quantities ordered were the same, MTS was able to compare its 2020 pricing as shown in the summary below:

	MTS 2020 IFB (Gemini)	*MTS historical 2019 IFB (B&B Diversified Materials)	*Other agency comparison (Metrolink 2019)
Sub Total	\$129,557.00	\$135,628.00	\$142,381.00
Lumber Tax	\$1,295.57	\$1,356.28	\$1,423.81
CA Tax	\$10,040.67	\$10,511.17	\$11,034.53
Total	\$140,893.24	\$147,495.45	\$154,839.34

**Quantities revised to match MTS's 2020 IFB for comparison purposes*

Using these comparisons, Gemini's pricing is lower than the previous calendar year's MTS pricing and peer agency pricing. Staff deems Gemini's pricing to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO execute to execute MTS Doc. No. L1526.0-20 (in substantially the same format as Attachment A), with Gemini Forest Products, for Douglas Fir Railroad Wood Ties as detailed in the scope of work (Attachment B), in the amount of \$140,893.24 effective April 1, 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 Procurement Agreement MTS Doc. No. L1526.0-20
B. Scope of Work
C. Pricing Detail

**STANDARD PROCUREMENT AGREEMENT
FOR
DOUGLAS FIR RAILROAD WOOD TIES**

MTS DOC. No. L1526.0-20

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: Gemini Forest Products Address: P.O. Box 105
Los Alamitos, CA 90720
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: ted@geminiforest.com
 Telephone: (562) 594-8948
 Authorized person to sign contracts Ted Pollard President
 Name Title

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

Provide Douglas fir railroad wood ties as specified in the Scope of Work (attached as Exhibit A), Contractor's Bid Form (attached as Exhibit B), and in accordance with the Standard Procurement Agreement, including Standard Conditions Procurement (attached as Exhibit C), Federal Requirements (attached as Exhibit D) and Forms (attached as Exhibit E).

The contract is effective April 1, 2020.

The total cost is \$129,557.00, plus \$10,040.67 CA sales tax, plus \$1,295.57 lumbar tax, for an amount not to exceed \$140,893.24 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	GEMINI FOREST PRODUCTS
By: <u>Paul Jablonski, Chief Executive Officer</u>	By: _____
Approved as to form:	Title: _____
By: <u>Karen Landers, Office of General Counsel</u>	_____

SECTION 2.0 - SCOPE OF WORK/TECHNICAL SPECIFICATIONS**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

Contractor shall provide Douglas Fir Railroad Ties (or approved equal) as a one-time purchase. The quantities are shown in Exhibit B. MTS may elect to reduce or increase the quantities to be purchased based on its needs and available budget, and that the estimated quantities provided are used for bidding purposes only.

I. MATERIAL

- a. All timber cross ties and switch rail ties shall be new and conform to the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual, Volume 1, Chapter 30 "TIES", except as modified herein.
- b. Industrial Grade Cross ties are not permitted.
- c. West Coast Species shall meet or exceed W.C.L.B Specifications - Standard No.17 Grading Rules; Section 6: Special Use Grades-Railroad Ties; Item 192-B "NO. 1" Railroad Ties. They are square edged. Pieces shall have not less than 6 annual rings per inch and approximately 10% of the pieces shall have no less than 4 annual rings per inch, on any radius from the pith, over the top $\frac{1}{4}$ of the tie.
- d. Ties shall be produced from Douglas Fir listed in the AREMA Manual, Volume 1, Chapter 30, Part 3, Section 3.1 "TIMBER CROSS TIES".
- e. Western Species – Costal Douglas Firs (Cottonwood, Willow, Hackberry, Hem-Fir, Ponderosa Pine, Lodge Pine, Larch and Poplar) will not be acceptable.
- f. All cross ties shall be Douglas Fir AREMA grade five (5) and shall come with end plates.

II. QUALITY AND FABRICATION

- a. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, and large or numerous holes or knots.
- b. Ties shall be straight, well sawed, square cut at the ends, have bottom and top parallel, and have bark entirely removed.
- c. The AREMA Manual Part 3, Section 3.1.1.4 "Inspection" shall govern defect type, size, and location for determining acceptability of material.
- d. Kerf marks shall be $\frac{1}{8}$ " located on the top "sap side" of the cross tie.
- e. Kerf mark location as measured from end of tie shall be as follows:

Cross Tie Length

Distance for Cross Tie End

8 Feet	16 Inches
8 Feet, 6 Inches	19 Inches
9 Feet	22 Inches
10 Feet	28 Inches
11 Feet	28 Inches
12 Feet	28 Inches
13 Feet	28 Inches
14 Feet	28 Inches
15 Feet	28 Inches
16 Feet	28 Inches

III. DESIGN

- a. Standard cross ties shall be eight (8) feet six (6) inches in length. Standard cross ties and contact rail ties shall measure seven (7) inches deep by nine (9) inches wide in cross section. Additional sizes (9) nine feet through (15) fifteen feet in length shall also measure seven (7) inches deep by nine (9) inches wide.
- b. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inches thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

IV. MACHINING, INCISING, AND ANTI-SPLITTING DEVICES

- a. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual Section 3.6.2 "Preparation of Material Prior to Treatment (1995)".
- b. Dowels or nail plates only shall be used. Strip irons shall not be acceptable. Nail plates shall measure six (6) inches by eight (8) inches. Dowels shall be steel; either three (3) or four (4) fluted and shall be one half (1/2) inch in diameter with three-eighths (3/8)-inch root diameter. Dowels shall be eight and three-quarters (8 3/4) inches long.
- c. Dowels or nail plates shall be applied to each of each tie in accordance with AREMA Manual Section 3.1.6 "SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES", and Section 3.1.7 "APPLICATION OF ANTISPLITTING DEVICES".
- d. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 "SPECIFICATIONS FOR MACHINING CROSS TIES (2014)".

V. CONDITIONING AND SEASONING

- a. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air drying, Boulton Drying, or vapor drying.
- b. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)". The process shall reduce the moisture content of Douglas Fir to a level of fifty (50) percent or less.

VI. TREATMENT

- a. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in conformance with the AREMA Manual Part 3, Section 3.7.2. "TREATMENT (2002)," or approved equal.
- b. Treatment shall be by the full-cell process to obtain the maximum net retention. Retention shall be eight (8) lbs/cuft min. or refusal.

VII. MARKING, BUNDLING, AND DELIVERY LOCATION

- a. Ties shall be marked prior to preservative treatment. Ties shall be branded in the middle top surface with symbols that indicate the year of manufacture and the identity of the plant.
- b. Ties shall be bundled with steel strapping twenty (20) to the bundle and shipped in groups according to type, size and length. Timbers cross ties and switch ties shall be carefully handled to avoid damage in accordance with AREMA MRE, Chapter 30. Tie deliveries shall be made by flatbed truck.
- c. The delivery locations shall be at San Diego Trolley 1341 Commercial Street San Diego CA 92113. The Vendor shall notify the San Diego Trolley five (5) calendar day prior to delivery of crossing ties.

VIII. INSPECTION AND CERTIFICATION

- a. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the Specifications. Green wood inspection prior to treating and end plating is preferred. Additional inspection after delivery may be made to ensure ties conform to the Specifications.
- b. The Manufacturer shall furnish, for each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

IX. MEASUREMENT AND INVOICE PAYMENT

- a. Measurement of acceptable materials shall be the actual number of each timber tie manufactured and delivered in accordance with the specifications.
- b. Payment shall be made for each timber tie delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.
- c. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.
- d. MTS shall process the invoice for payment within thirty (30) days of the final invoice approval date. Contractor shall reference the MTS purchase order number on the invoice, attach an itemized invoice along with supporting delivery receipts to the following address, and email to AP@sdmts.com.

- e. 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 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 the Prompt Progress Payments of the Standard Conditions.

2.1 WARRANTY

Bidders 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

Ties shall be delivered 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**

Attachment C**DOUGLAS FIR RAILROAD WOOD TIES L1526.0-20**

			Gemini Forest Products	
	Description	Estimated # of ties	Unit Cost	Extended Cost
1	Wood tie 8' douglas fir w/end plate 7"x9"x8'	1500	\$ 65.90	\$ 98,850.00
2	Wood tie 9' douglas fir w/end plate 7"x9"x9'	40	\$ 78.40	\$ 3,136.00
3	Wood tie 10' douglas fir w/end plate 7"x9"x10'	40	\$ 86.80	\$ 3,472.00
4	Wood tie 11' douglas fir w/end plate 7"x9"x11'	40	\$ 95.90	\$ 3,836.00
5	Wood tie 12' douglas fir w/end plate 7"x9"x12'	40	\$ 104.60	\$ 4,184.00
6	Wood tie 13' douglas fir w/end plate 7"x9"x13'	40	\$ 113.30	\$ 4,532.00
7	Wood tie 14' douglas fir w/end plate 7"x9"x14'	40	\$ 122.10	\$ 4,884.00
8	Wood tie 15' douglas fir w/end plate 7"x9"x15'	40	\$ 131.40	\$ 5,256.00
9	Wood tie 16' douglas fir w/end plate 7"x9"x16'	10	\$ 140.70	\$ 1,407.00
10	Total delivery cost (as applicable)			\$ -
11	Total			\$ 129,557.00

CA Sales Tax \$ 10,040.67

Lumbar Tax \$ 1,295.57

Overall Total Including Tax \$ 140,893.24



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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

**Draft for
Executive Committee
Review Date: 03/05/20**

SUBJECT:

TASK ORDER CONTRACT APPROVAL TO PROVIDE DESIGN SERVICES FOR
SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CONCEPT
LAYOUTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken Engineering (Dokken) in the amount of \$328,320.14 to provide design services for the SBMF Electric Bus Concept Layouts.

Budget Impact

The value of the Engineering Design Work Order will not exceed \$328,320.14 and is allocated under Capital Improvement Program (CIP) budget number 1009108401 – South Bay Feeder Bus Service – Design.

DISCUSSION:

In 2018, MTS staff applied for and received a Transit and Intercity Rail Capital Program (TIRCP) grant to add new Rapid Bus Feeder service between Imperial Beach and the Otay Mesa International Border crossing, connecting both communities to the Blue Line Trolley. Consistent with the grant programs' goal to significantly reduce greenhouse gas emissions, the new rapid route will be served by 12 new, 60-foot battery electric buses (BEB). The new service will be called Rapid Bus Route 925, operating at 7.5-min headways in the peak hours, with buses from the MTS South Bay Maintenance Facility (SBMF) on Main Street in Chula Vista.

MTS currently operates and maintains a fleet of 235 compressed natural gas (CNG) buses at the SBMF. New charging infrastructure for the 12 new buses is needed to charge buses at night for morning pull-out. The Zero Emission Bus (ZEB) pilot program,



phase 1 and 2, includes stand alone plug-in chargers at each MTS facility to test routes and spans for 40-foot BEBs. Charging 12, 60-foot BEBs overnight requires a more robust infrastructure, for multi-bus simultaneous charging. Given the state mandate to convert the MTS fleet to ZEB over time, the infrastructure to charge these 12 buses will be the first installation of a scalable and modular battery bus charging system at the SBMF.

This work order will provide engineering services for a set of conceptual layouts and a recommendation for the phased or stepped implementation of BEB charging facilities for the entire bus fleet at SBMF. The scope of services under this work order excludes charging technology, and will focus on conceptual layouts.

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

On December 3, 2019, staff issued a Request for Proposals (RFP) to approved A&E firms. On January 10, 2020 MTS received three proposals from Dokken, HDR and Mott MacDonald (MM).

An evaluation panel was comprised of MTS representatives, and the proposals were evaluated based on the following factors.

1. Project Team
2. Project Team's Capabilities
3. Project Understanding and Approach
4. Schedule

On January 21, 2020, the selection committee evaluated the initial proposals and scored as follows:

Ranking	Proposer Name	Total Score
1.	Dokken	82.90
2.	HDR	78.40
3.	MM	44.70

After an evaluation of the proposal, the evaluation panel determined that Dokken was the most qualified firm and best met the requirements set forth in the RFP, with final score of 82.90 points out of maximum 100 points.

The evaluation panel then reviewed Dokken's initial price proposal in the amount \$342,032.22. On February 7, 2020 staff issued a Notice of Intent to Negotiate (NIN) to Dokken to reduce the proposed hours, or level of effort for the services from 2,006 to 1,914. On February 11, 2020, Dokken accepted MTS's request, and submitted a revised proposal in the in amount of \$328,320.14.

Based on the level of effort and the design work involved for this project, staff determined the contract price to be fair and reasonable.

For this project, Dokken will use WSP and Estrada Land Planning (ELP) as subcontractors. ELP is a registered Disadvantaged Business Enterprise (DBE). Please see Attachment A for the dollar amount allocated to the subcontractor.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment A) with Dokken in the amount of \$328,320.14 to provide design services for the SBMF electric bus concept layouts.

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

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

Attachment: A. Draft Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18

March 19, 2020

MTS Doc. No. G2075.0-18
WOA2075-AE-50

Mr. John Klemunes, PE
Regional Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108

Dear Mr. Klemunes:

Subject: MTS DOC. NO. G2075.0-18, WORK ORDER WOA2075-AE-50, DESIGN SERVICES FOR
SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CONCEPT LAYOUTS

This letter shall serve as our agreement for professional services, Work Order WOA2075-AE-50, under the General Engineering Consultant Agreement, MTS Doc. No. G2075.0-18, as further described below.

SCOPE OF SERVICES

Provide design services for provide design services for the SBMF electric bus concept layouts. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A, A1).

SCHEDULE

The Scope of Services, as described above, shall be for a period of 105 calendar days from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$328,320.14 without prior authorization of MTS (Attachment B).

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

Sincerely,

Accepted:

Paul C. Jablonski
Chief Executive Officer

John Klemunes, PE
Regional Manager, Dokken Engineering

Date: _____

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

ATTACHMENT A SCOPE OF SERVICES

SCOPE OF WORK

I. PROJECT DESCRIPTION

The San Diego Metropolitan Transit System, (referred to hereafter as "MTS") seeks a proposal for consultant services for the layout and design of a scalable and modular bus charging infrastructure system at MTS's South Bay Maintenance Facility (referred to hereafter as "SBMF").

MTS operates and maintains a fleet of 235 compressed natural gas (CNG) buses at the SBMF and seeks to implement a scalable and modular battery bus charging system for an initial twelve Battery Electric Buses while maintaining current operations. The initial fleet will be an expansion to current fleet and each bus will be a sixty-foot vehicle.

II. EXPECTED RESULTS

Accounting for current operations, a set of conceptual layouts and a definite recommendation to aid MTS in gradual implementation of a full electric vehicle build out at the SBMF location is expected. The intent of this design is to provide MTS with layouts for an initial 12 bus charging build out and an ultimate full fleet solution. This scope excludes charging technology and will focus on conceptual layouts.

III. SCOPE OF WORK

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

Perform site assessment at the SBMF to analyze existing flow of buses through cleaning, maintenance, servicing, fueling, storage, and route dispatch in order to provide an existing conditions report. Existing conditions report shall include employee parking space requirements and flow of employee and fleet vehicles to and from the street and within the property based on time of day.

MTS assumes that the final solution will include a spanned overhead gantry system with a pantograph up/down solution to charge the buses however MTS is open to all potential solutions. Additionally, Consultant shall analyze and determine if a better option/configuration would be applicable to MTS needs.

Consultant shall analyze existing conditions report and provide concepts for electric bus charging infrastructure and associated bus parking layouts. All options are to identify predicted construction boundaries of work/construction laydown area for the initial build out of twelve 60' electric vehicles. All options must be modular and scalable for future electric 60 and 40 foot bus fleet growth while maintaining current fleet operations (or minimal impact to current fleet operations).

All identified impacts including, but not limited to, impacts to existing facilities, resulting bus spacing, impacts to site capacity for existing CNG Fleet, employee parking, and MTS vehicle fleet are to be called out on each provided concept. Resulting total capacity of electric buses shall be included in each concept based on full build out of each modular option.

Layout locations shall also include option for 10mW electric substation and battery electric storage onsite as MTS assumes these may be required for future electric vehicle build out. MTS recognizes the constraints that this infrastructure could impose on the capacity of the SBMF and is open to all options that can mitigate these constraints such as overhead parking structures and building demolition.

Consultant shall include assumed footprint of charging systems, and potential electrical and communication conduit paths for charging infrastructure in all proposed designs.

Consultant shall analyze and provide recommendations on charging configurations (i.e. Nose to nose vs. side to side) and provide alternatives matrix detailing pros/cons of each configuration.

Consultant shall provide rough order of magnitude (ROM) cost estimate for the construction no more than three (3) options. ROM costs shall be provided for initial twelve (12) bus installation and for the ultimate configuration.

Consultant shall provide summary recommendation based on the results of the site analysis, construction impacts, charging technology, control technology and proposed locations on site. MTS staff and leadership input shall be included in final recommendation.

IV. PERIOD OF PERFORMANCE

Expected period of performance is 105 days from the date of the Notice to Proceed.

V. DELIVERABLES

TASK 1: Site Assessment

- A. Consultant shall perform a detailed analysis and site assessment to understand existing conditions at the SBMF and the flow and order of operations, equipment, employees, and contractors. Consultant shall review MTS policies and procedures to identify any operational or procedural concerns that may impact the transition to battery electric buses. Consultant shall review all as-builts, existing underground utilities and water quality vaults. These as-builts, underground utilities, and water quality vaults must be considered for conceptual layouts.
- B. Consultant shall perform an analysis on existing bus facility and site capability.

Task 2 Deliverables

- 1. Existing conditions report detailing findings and analysis from the topics set forth above.

TASK 2: SBMF Electric Vehicle Layout Analysis

- A. Consultant shall present options for the layout of the initial electric vehicle fleet including impacts to bus flow and turn radius, and proposed reductions/modifications to employee parking, buildings, and/or other strategies to mitigate impacts to existing operations. Layouts shall include changes to capacity of the yard and any additional yard space required, as well as shifts to existing CNG service. Layouts shall include footprint of proposed charging system including footprint of proposed supports and associated appurtenances for charging systems. All layouts shall include both an initial state (12 bus layout) and a final – full electric state.

TASK 3: Firm Recommendation

- A. Consultant shall provide a minimum of two layout recommendations based on site assessment and electric vehicle layout analysis. Consultant shall present these recommendations to MTS management and incorporate feedback into final recommendation report.

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

<u>Task</u>	<u>Begin/End Dates</u>
Site Assessment	NTP + 45 days
SBMF Electric Vehicle Layout Analysis	NTP + 75 days
Firm Recommendation	NTP + 90 days

B. Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
Existing Conditions Report	NTP + 45 days
Conceptual Layouts	NTP + 75 days
Rough order of Magnitude Cost Estimate	NTP + 90 days
Final Recommendation Report	NTP + 105 days

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

SBMF As-builts

VIII. SPECIAL CONDITIONS

Not Applicable.

IX. MTS ACCEPTANCE OF SERVICES:

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

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

X. DEFICIENT WORK PRODUCT:

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

- Revising provided documents,

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

XI. DELIVERABLE REQUIREMENTS

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

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

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

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

XII. PRICING

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

XIII. ADDITIONAL INFORMATION

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

XIV. PREVAILING WAGE

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

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

ATTACHMENT A1

DOKKEN'S TECHNICAL PROPOSAL

SCOPE OF WORK

Our team proposes that these consulting services be divided into sequential tasks, as indicated below.

Task 1: Project Management

1. Conduct a project kick-off meeting to establish clear lines of communication, review the scope of work and project schedule, clearly define project goals and objectives, and identify MTS staff to be involved in the review process.
2. Schedule and coordinate up to five (5) project status meetings including identifying appropriate participants for each meeting, developing (with MTS input) and distributing agenda prior to meetings, developing and distributing minutes for each meeting.
3. Prepare and submit monthly progress reports. Each report shall include an updated schedule, summary of tasks in progress and completed, and projected tasks to be accomplished in the next month.

Task 1 Deliverables - Kick-off meeting, up to five (5) status meetings, and monthly progress reports and schedule

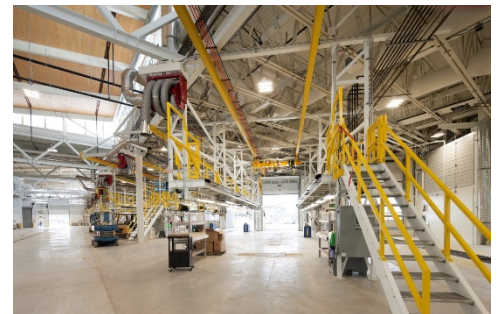
Task 2: Site Assessment

1. Review existing documents provided by MTS which are pertinent to the project including:
 - a. As-built drawings of existing facilities with a focus on improvements that modified or added electrical service, backup generators, solar (PV), or otherwise enhanced or modified the facilities power service and service entry points.
 - b. Ongoing projects or studies that could impact the SBMF BEB designs.
 - c. Specifications for proposed battery electric buses, charging equipment, and charge management software to be procured directly by MTS.
 - d. Existing SBMF CAD background including built structures, fueling, fare, and wash equipment, above and underground utilities including storm water vaults and testing wells, piping, electricity, water, and natural gas.
 - e. (1) One years worth of utility bills to establish existing site power usage and current rate structure
2. Conduct an Existing Site Assessment Workshop (Workshop 1) to field verify as-built conditions and confirm operational site, vehicle and work flows. Includes on-site observations and interviews with SBMF operations and maintenance staff as well MTS key stake holders.
3. Confirm existing electrical natural gas and electrical service to site.
4. Confirm the capacity and usage of any on-site power generation at existing bus facilities, including existing CNG generation and confirm current power requirements and usage to support existing facilities.
5. Review and document adjacent off-site power availability as well as availability (voltage and capacity) and locations of closest substations with SDG&E.
6. Meet with MTS key stake holders and SBMF operations and maintenance staff to identify current O&M practice that could be affected by the introduction of BEBs and confirm the current on-site bus traffic flow during pull-in, pull-out, and nightly servicing. This includes verifying the current bus parking configuration. Review flow of staff, private vehicle, and vendor (staff and vehicles) on site.
7. Review existing and previously developed proposed future maximum vehicle (private car and bus) quantity and parking layouts on site.

Task 2 Deliverable - Existing Conditions Report

Task 3: SBMF Electric Vehicle Layout Analysis

1. Confirm Charging Technology and Requirements. A common understanding of the intended MTS charging technology and the systems physical, operational, and utility requirements is needed to establish a baseline “charging standard” which will then be applied to all the developed layouts. A detailed analysis of bus and infrastructure technology will provide the foundation needed to develop a comprehensive BEB Implementation Concept. Our team will need to:
 - a. Identify and analyze infrastructure requirements to support the BEB fleet. Analysis will include:
 - i. Developing master plan to maximize capacity of buses parked on site.
 - ii. Confirm with MTS the anticipate mix of vehicle sizes (40, 45, 60-ft buses) and types (transit, articulated, double-decker, etc...) to be used for master planning concepts.
 - iii. Identification of power system components required (transformers, switchgear, chargers, dispensers, etc.) and power requirements for coordination with the electrical utility provider.
 - iv. Identification of emergency power and backup requirements.
 - v. Identification of potential risks and steps to mitigate those risks.
 - vi. Integration of smart charging / charge management technology into existing MTS fleet and building systems.
 - vii. Confirmation with SDG&E on maximum size (physical and capacity) available as utility provided transformer. Include transformer required clearances for operation and maintenance.
 - b. Identify necessary infrastructure upgrades and energy strategies to minimize risk for operating BEBs.
 - c. Identify potential long lead electrical service, electrical equipment, and charge management items that will not only affect “how” to procure these items but also “who” and “when”.
 - d. Validate MTS’s selection of inverted overhead pantographs as the proposed type of charger to use and how its use affects charger to pantograph ratio, bus parking, charge time, charge management hardware / software opportunities, yard management, and charge management approach.
 - e. Identify specialized maintenance equipment or facilities needed to adequately maintain the BEBs.
 - f. Develop Charging Technology Understanding Memo.
2. Develop Electric Vehicle Layout Concepts. The design team intends to work collaboratively with MTS while these concepts are being developed and will be available to MTS as needed. Our team will need to:
 - a. Develop site and charger layouts with emphasis on:
 - i. Master planning for “Ultimate Buildout” to maximize bus parking, service and operational capacity
 - ii. Circulation patterns for vehicles, equipment, materials and personnel that will provide efficient, cost effective, and safe operation. Ingress and egress routes that maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
 - iii. Ability to improve existing maintenance facilities to adequately maintain BEBs.
 - iv. Scalability of power for the on-site electrical distribution and charging systems to expand from the initial twelve (12) buses to the ultimate completely electric fleet. The designs will be created to readily accept modular expansion to grow with minimal operational impact during the phased transition of a mixed size fleet.



- v. Identification, location, and requirements of future electrical infrastructure expansion elements including but not limited to possible on-site power generation, on-site power storage, and on-site substation.
 - vi. Consider utilization and re-purposing of original maintenance facility structure to support BEBs.
- b. Develop alternative traffic flow options for buses, non-revenue vehicles, private vehicles (employees and visitors), delivery vehicles, and service contractor vehicles. On-site vehicle traffic flow will be impacted by the introduction of BEBs and its supporting infrastructure. As a result, we will:
 - i. Recommend the on-site traffic flow to be implemented for BEBs and non BEBs, including pull-in, bus parking, nightly service cycle, and pull-out.
 - ii. Identify space and electrical infrastructure requirement impacts and considerations for possible future employee and non-revenue electric vehicle charging.
- c. Develop a conceptual phasing plan to show how the site can remain operational during construction. The phasing plan will include drawings with a narrative description to be reviewed and agreed upon by MTS. Critical areas for phasing are site access, contractor lay down area, site traffic and parking, building access, and building system coordination.
- d. Develop a detailed implementation schedule including BEB procurement, environmental clearances, design, approvals from other agencies, bidding, construction, commissioning, move-in and start-up.
- e. Develop Initial Power Requirements for each layout concept developed. This high-level power demand will allow the design team to compare the effectiveness and viability of the different options and present the various power scenarios to both MTS and SDG&E for input.
- f. Schedule and participate in an initial utility meeting with SDG&E. This meeting will allow SDG&E to review anticipated power need ranges of potential options and provide the design team with their systems capacity to provide equivalent power to the site or confirm that maximum power is available to the site.
- g. Submit Conceptual Layouts package for MTS review and comment. This is the formal deliverable that will include:
 - i. Developed Concepts.
 - ii. Conceptual phasing plan.
 - iii. Implementation schedule.
 - iv. Power Requirements per developed concept.
 - v. Notes from SDG&E review of concepts and power requirements.
- h. Develop Rough Order of Magnitude (ROM) cost estimates for each developed concept, phasing plan, implementation schedule, on-site and off-site electrical improvements, and CNG fueling system decommissioning. These estimates will include any proposed facility renovation / modification / construction, site improvements, and associated equipment.

Task 3 Deliverables - Conceptual Layouts package and Rough Order of Magnitude (ROM) cost estimates.

Task 4: Firm Recommendation

1. Conduct "Selection of Concepts" Workshop (Workshop 2) to review Conceptual Layouts package and MTS' review comments. During this workshop, the concepts will be reviewed with respect to operational flow, constructability, cost, impact to ongoing operations, and expandability. Based on these discussions, the concepts will be refined and presented for review. This review will result in the selection of two (2) concepts to be further developed as the recommended options. Each concept will present solutions for the initial twelve (12) bus implementation and the ultimate buildout of the site to a fully electric fleet.
2. Update the two selected options and prepare/submit a Final Recommendation Report to include:
 - a. A statement of the problem, purpose, and objective of the Conceptual Layouts.
 - b. Analysis of the Conceptual Layouts leading up to the recommended options.
 - c. Updated ROM cost estimates.

Task 4 Deliverables - Final Recommendation Report

Optional Tasks available to MTS

At MTS's request, our team could:

1. Develop a system-wide master plan for future transition to a 100% Battery Electric Bus fleet at MTS's other maintenance and operating facilities.
2. Develop detailed or performance-based specifications for items MTS intends to procure separately including long lead electrical equipment and service items (transformers, rectifiers, switchgears, generators, energy storage / generation, etc...) or charging equipment, or charge management software.
3. Develop specifications for battery electric buses.
4. Identify the BEB impact on training requirements for drivers, mechanics, service personnel, and facility maintenance staff.

INNOVATIVE APPROACH AND INTERNAL MEASURES FOR TIMELY COMPLETION

Communications and coordination are at the center of good project management. To successfully complete 750 plus maintenance facilities it is impossible to do so as if all the maintenance facility projects were local to a region or conversely with all the design team members being local. To be able to amass this much experience on maintenance facilities, it required WSP to develop systems that allow the pairing of strong local team presence supported by industry experts and specialists who may not be locally located. Key to our strategy of coordinating and managing between our local and national staffing resources is using our online communication tools. These are not new systems but tried and true techniques we have used and are currently using throughout the company and on multiple projects. We have the systems and we work the systems. We do so because these communication and management systems have proved to be very effective for project delivery success as well as project coordination enhancement.

To assemble and effectively communicate and coordinate, our team will use the following systems for **Project Controls** (ProjectSolve2 / SharePoint) and **Team Communications** (Workshops / Charrettes and design team meetings.)

ProjectSolve2 (PS2) and SharePoint (SP) are web-based project control systems utilized by our team. The project will have its own dedicated site accessible to the entire design team and MTS. There is no additional cost to add participant access. PS2 and/or SP acts as a repository for all the project documents and data created or gathered during the design process including:

- Reports
- Meeting Minutes
- Check Lists
- Schedules
- Project Specifications & Forms
- Photographs
- Issued deliverables
- Sketches
- Received comments

Individual live documents can be posted for tracked versions of shared documents (Code analysis for example) while PDF static versions of milestone document versions are retained. Notifications of any new posted or revised items are easily sent to design team and key MTS staff via group email notifications. This also allows intermittent design participants to access the entirety of project data previously compiled. PS2 and SP create a formal, official and comprehensive "Record Copy" of the entirety of the design project controls record for the life of the project. At the end of the project the entire contents of all the gathered data from NTP through construction services can be offered as a final completed deliverable and record copy via USB storage.

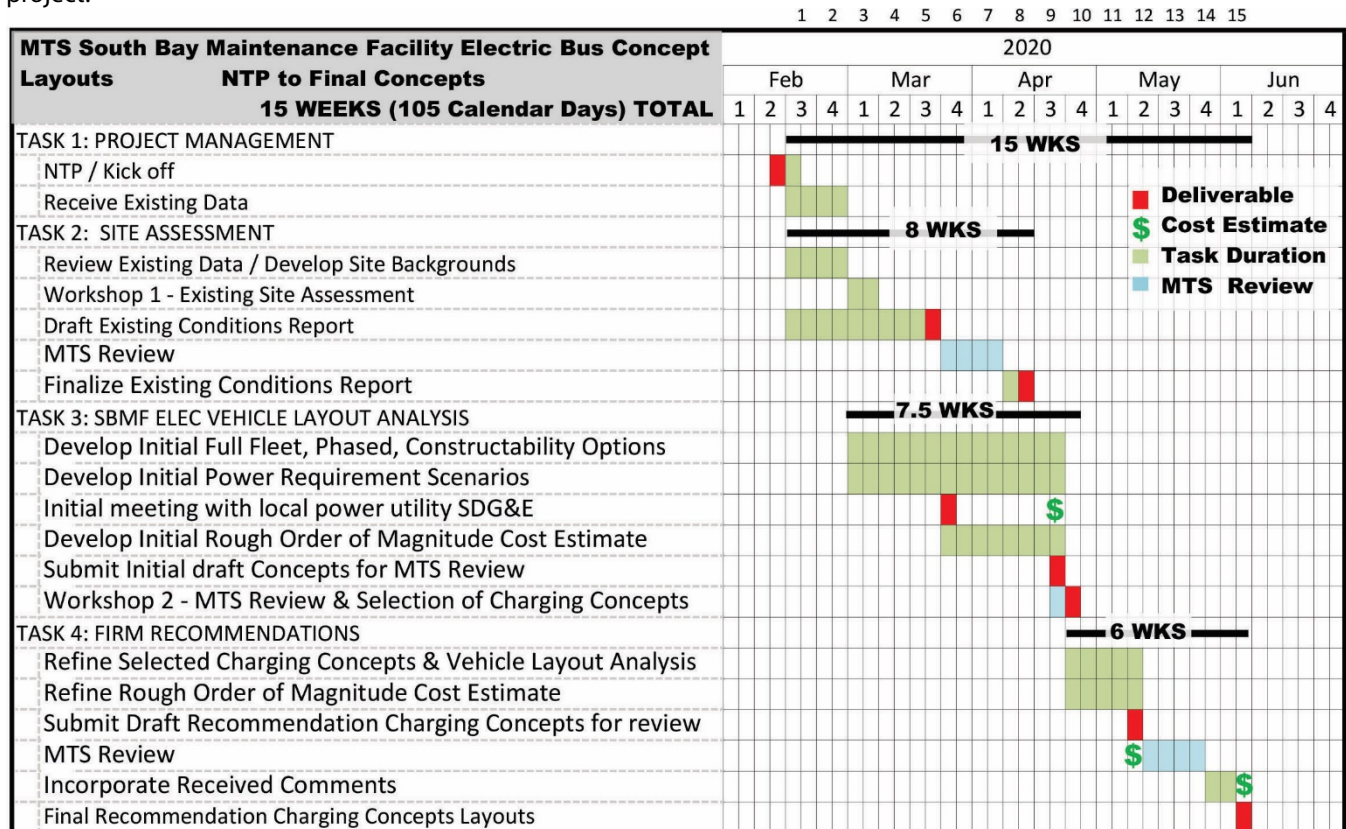
Team Communications – We intend to utilize all appropriate communication methods to coordinate with the team and MTS stakeholders. Clear and organized communication cannot be emphasized enough and that is why, depending on the activity, audience and desired outcome, a specific communication method will be utilized. While traditional in-person meetings, emails, phone call, written notifications and reports will be utilized, the specialized design team communication methods that will be employed on this project include:

- On-site workshops / charrettes – effective for intense and large data gathering and feedback such as operational staff and vehicle flow verification, MTS interviews, over the shoulder design reviews, deliverable and progress set comment receipt.
- Web-conference design team meetings – effective for routine or special team review and coordination calls. This effectively allows assembled staff to physically meet in person while still able to communicate visually (pointing at drawings, making a sketch, highlighting text) with remote staff.

4. SCHEDULE

ABILITY TO MEET MTS'S PROPOSED SCHEDULE

Our team has prepared the milestone schedule below to identify duration and dates of key tasks and milestones for this project.



LOCAL RESOURCES FOR PROPOSED SERVICES

Our team will ensure that MTS will get the most responsive service possible. Our team has the expertise and depth of resources to deliver the SBMF Electric Bus Concept Layouts project. Through our extensive experience in project delivery, we have developed a methodology that allows us to deliver projects of any scope or size.

5. DBE SUBCONTRACTOR UTILIZATION PLAN

Dokken Engineering maintains a strong commitment to Equal Opportunity in our hiring practices, training, promotions, and sub-contracting. We believe our staff should reflect the diversity in our community and we are proud of the diversity we have in our workforce. We are active in the community as a company and encourage our staff to become involved in the community where they live. We have supported and participated in the Caltrans and SANDAG outreach programs to small minority consultants. Dokken Engineering is pleased to team with sub-consultants who are both highly qualified in their fields and meet the requirements for Disadvantaged Business Enterprise (DBE) to ensure that MTS will meet/exceed their DBE goal. The following table lists our team's small and disadvantaged business firms and their certifications.

FIRM	ROLE	CERTIFICATION	DBE PARTICIPATION
Estrada Land Planning	Visualization	DBE #7103 WMBE #7IN00018 SLBE #11EL0202	8%

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

MTS Doc. No.

Work Order No.

Attachment:

B

Work Order Title: MTS South Bay Maintenance Facility

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Labor	\$314,418.44
2		ODC	\$13,901.70

Totals =

\$328,320.14

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management	138.0	\$37,631.03
2		Site Assessment	314.0	\$63,531.08
3		SBMF Electric Vehicle Layout Analysis	912.0	\$148,816.07
4		Firm Recommendation	550.0	\$78,341.96

Totals =

1,914.0

\$328,320.14

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				DOKKEN ENGINEERING	244.0	\$46,937.62
				WSP	1,416.0	\$256,661.22
X				ESTRADA LAND PLANNING	254.0	\$24,721.30

Totals =

1,914.0

\$328,320.14

Work Order Estimate
Summary

Total Hours =		244	Consultant/Subconsultant: DOKKEN ENGINEERING					MTS Doc. No.:	
Total Costs =		\$46,937.62	Work Order Title: MTS South Bay Maintenance Facility					Work Order No.:	WOAXXXX-AE-50
			Attachment: B						
			ODCs (See Attachment)	Principal	Senior Engineer	Associate Engineer	Engineering Tech		
Item	TASKS/WBS	TASKS/WBS Description		\$ 262.42	\$ 218.68	\$ 157.45	\$ 106.42		
1	Task 1	Project Management							
1.1	Project Management			24		24			
1.2	Project Coordination- meetings								
1.3	Coordination with Prime & Subconsultants								
1.4	QA/QC								
	ODC								
Subtotals (Hours) =			N/A	24		24		48	\$10,076.88
Subtotals (Costs) =				\$6,298.08		\$3,778.80		48	\$10,076.88
2	Task 2	Site Assessment							
2.1	Existing As-Bult Review				24	24		48	\$9,027.12
2.2	On-site WSP assist to Dokken Work Shop #1				24	24		48	\$9,027.12
2.3	WSP assist to Dokken exist report				50	50		100	\$18,806.50
2.4	Off-site SDG&E analysis								
	ODC								
Subtotals (Hours) =			N/A		98	98		196	\$36,860.74
Subtotals (Costs) =					\$21,430.64	\$15,430.10		196	\$36,860.74
3	Task 3	SBMF Electric Vehicle Layout Analysis							
3.1	Confirm Charging Tech								
3.2	Master Plan Development								
3.3	On-site Power Infra Distrb + Resiliency +								
3.4	Off-site Power Power / Utiltiy Coordination								
3.5	Operations Review								
3.6	ROM Estimate								
	ODC								
Subtotals (Hours) =			N/A						
Subtotals (Costs) =									
4	Task 4	Firm Recommendation							
4.1	Works Shop #2								
4.2	Refine 2 Options								
	ODC								
Subtotals (Hours) =			N/A						
Subtotals (Costs) =									
Totals (Summary) =								244	\$46,937.62
Total (Hours) =			N/A	24	98	122		244	
Total (Costs) =				\$6,298.08	\$21,430.64	\$19,208.90			\$46,937.62
Percentage of Total (Hours) =			N/A	10%	40%	50%		100%	
Percentage of Total (Costs) =				13%	46%	41%			100%

Work Order Estimate
Summary

Att. A, AI 9, 03/19/20

Total Hours =

1,416

Total Costs =

\$256,661.22

Consultant/Subconsultant:

WSP

MTS Doc. No.:

Work Order No.:

WOAXXXX-AE-50

Work Order Title:

MTS South Bay Maintenance Facility

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Senior Planning Manager	Project Controls Specialist	Staff Manager	Technical Specialist II	Eninegeer I	Supervising Engineer	Supervising Engineer	Senior Engineer (P- 10)	Supervising Engineer	Staff Manager	Principal Technical Specialist	Senior Engineer (P- 9)	Engineer I	CADD Operator II	Engineer II	Engineer II	Total Hours	Totals
				\$283.11	\$140.70	\$270.33	\$109.72	\$95.60	\$196.93	\$196.93	\$145.51	\$196.93	\$270.33	\$201.00	\$116.10	\$95.60	\$62.29	\$117.08	\$117.08		
1	Task 1	Project Management																			
1.1	Project Management			10	20	10														40	\$8,348.40
1.2	Project Coordination- meetings			10		10														20	\$5,534.40
1.3	Coordination with Prime & Subconsultants																				
1.4	QA/QC			20		10															\$8,365.50
	ODC		\$5,305.85																		\$5,305.85
		Subtotals (Hours) =	N/A	40	20	30														60	\$27,554.15
		Subtotals (Costs) =	\$5,305.85	\$11,324.40	\$2,814.00	\$8,109.90														90	\$27,554.15
2	Task 2	Site Assessment																			
2.1	Existing As-Bult Review					1	4					4								9	\$1,496.93
2.2	On-site WSP assist to Dokken Work Shop #1			20		20	24					24								88	\$18,428.40
2.3	WSP assist to Dokken exist report					3	6					4								13	\$2,257.03
2.4	Off-site SDG&E analysis										8										\$1,164.08
	ODC		\$3,323.90																		\$3,323.90
		Subtotals (Hours) =	N/A	20		24	34				8	32								110	\$26,670.34
		Subtotals (Costs) =	\$3,323.90	\$5,662.20		\$6,487.92	\$3,730.48				\$1,164.08	\$6,301.76								118	\$26,670.34
3	Task 3	SBMF Electric Vehicle Layout Analysis																			
3.1	Confirm Charging Tech			2		8	4	8												22	\$3,932.54
3.2	Master Plan Development			2		80	80	120		8					16	16	16	24	24	386	\$54,021.34
3.3	On-site Power Infra Distrb + Resiliency +					20	40	40	40		60	30								230	\$36,135.10
3.4	Off-site Power Power / Utiltiy Coordination					12	8	16			60	80								176	\$30,136.32
3.5	Operations Review													8						8	\$1,608.00
3.6	ROM Estimate					4		12		6	6	12	34					8	8	90	\$17,710.82
	ODC		\$5,271.95																		\$5,271.95
		Subtotals (Hours) =	N/A	4		124	132	196	40	14	126	122	34	8	16	16	16	32	32	912	\$148,816.07
		Subtotals (Costs) =	\$5,271.95	\$1,132.44		\$33,520.92	\$14,483.04	\$18,737.60	\$7,877.20	\$2,757.02	\$18,334.26	\$24,025.46	\$9,191.22	\$1,608.00	\$1,857.60	\$1,529.60	\$996.64	\$3,746.56	\$3,746.56	912	\$148,816.07
4	Task 4	Firm Recommendation																			
4.1	Works Shop #2			24		30	30				8	28								120	\$24,874.26
4.2	Refine 2 Options			8		12	24	40	12	8	24	16	16					16		176	\$28,746.40
	ODC																				
		Subtotals (Hours) =	N/A	32		42	54	40	12	8	32	44	16					16		296	\$53,620.66
		Subtotals (Costs) =																		\$	-
		Totals (Summary) =																			
		Total (Hours) =	N/A	96	20	220	220	236	52	22	166	198	50	8	16	16	16	48	32	1378	
		Total (Costs) =	\$13,901.70	\$27,178.56	\$2,814.00	\$59,472.60	\$24,138.40	\$22,561.60	\$10,240.36	\$4,332.46	\$24,154.66	\$38,992.14	\$13,516.50	\$1,608.00	\$1,857.60	\$1,529.60	\$996.64	\$5,619.84	\$3,746.56		\$256,661.22
		Percentage of Total (Hours) =	N/A	7%	1%	16%	16%	17%	4%	2%	12%	14%	0.03531073	0.00564972	0.01129944	0.01129944	0.01129944	0.033898305	0.02259887	100%	
		Percentage of Total (Costs) =		5%	11%	1%	23%	9%	4%	2%	9%	15%	0.05266281	0.00626507	0.00723756	0.00595961	0.0038831	0.021895945	0.014597297		100%

Work Order Estimate
Summary

Total Hours =

Total Costs =

254

\$24,721.30

Consultant/Subconsultant:

ESTRADA LAND PLANNING

MTS Doc. No.:

Work Order No.:

WOAXXXX-AE-50

Work Order Title:

MTS South Bay Maintenance Facility

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal	Sr. L. Arch	Sr. L. Des.	L. Des	Assist L. Des	Admin	Total Hours	Totals
1	Task 1	Project Management		\$ 237.97	\$ 138.22	\$ 112.46	\$ 78.41	\$ 74.99	\$ 72.69		
1.1	Project Management										
1.2	Project Coordination- meetings										
1.3	Coordination with Prime & Subconsultants										
1.4	QA/QC										
	ODC										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
2	Task 2	Site Assessment									
2.1	Existing As-Bult Review										
2.2	On-site WSP assist to Dokken Work Shop #1										
2.3	WSP assist to Dokken exist report										
2.4	Off-site SDG&E analysis										
	ODC										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
3	Task 3	SBMF Electric Vehicle Layout Analysis									
3.1	Confirm Charging Tech										
3.2	Master Plan Development										
3.3	On-site Power Infra Distrb + Resiliency +										
3.4	Off-site Power Power / Utiltiy Coordination										
3.5	Operations Review										
3.6	ROM Estimate										
	ODC										
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
4	Task 4	Firm Recommendation									
4.1	Works Shop #2			8	40	40	100	66		254	\$24,721.30
4.2	Refine 2 Options										
	ODC										
		Subtotals (Hours) =	N/A	8	40	40	100	66		254	\$24,721.30
		Subtotals (Costs) =								\$	-
		Totals (Summary) =								254	\$24,721.30
		Total (Hours) =	N/A	8	40	40	100	66		254	
		Total (Costs) =		\$1,903.76	\$5,528.80	\$4,498.40	\$7,841.00	\$4,949.34			\$24,721.30
		Percentage of Total (Hours) =	N/A	3%	16%	16%		26%		61%	
		Percentage of Total (Costs) =		8%	22%	18%		20%			68%

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

Consultant/ Subconsultant: **DOKKEN ENGINEERING**

Contract No:

Task Order No. **WOAXXX-AE-50**

Work Order Title: **MTS South Bay Maintenance Facility**

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 =

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

Consultant/ Subconsultant: **WSP**

Contract No:

Task Order No. **WOAXXX-AE-50**

Work Order Title: **MTS South Bay Maintenance Facility**

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	Repro & Graphics	LS	\$1.00										
2	Deliveries	LS	\$1.00										
3	Mileage	MI	\$0.565	90	\$50.85	60	\$33.90	30	\$16.95				
4	Scanning	LS	\$1.00										
5	Other (Photo, parking, etc.)	LS	\$1.00	200	\$200.00	120	\$120.00	200	\$200.00				
6	Aerial Photography	LS	\$1.00										
7	Hotel	EA	\$250.00	6	\$1,500.00	4	\$1,000.00	6	\$1,500.00				
8	Meals	EA	\$100.00	9	\$900.00	4	\$400.00	9	\$900.00				
9	Airfare	EA	\$800.00	3	\$2,400.00	2	\$1,600.00	3	\$2,400.00				
10	Rental Car	LS	\$85.00	3	\$255.00	2	\$170.00	3	\$255.00				

Subtotal = **\$5,305.85** Subtotal = **\$3,323.90** Subtotal = **\$5,271.95** Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics												
2	Deliveries												
3	Mileage											180	\$101.70
4	Scanning												
5	Other (Photo, parking, etc.)											520	\$520.00
6	Aerial Photography												
7	Hotel											16	\$4,000.00
8	Meals											22	\$2,200.00
9	Airfare											8	\$6,400.00
10	Rental Car											8	\$680.00

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$13,901.70**

Work Order Estimate Summary

Att. A, AI 9, 03/19/20

Consultant/ Subconsultant: **ESTRADA LAND PLANNING**

Contract No:

Task Order No. **WOAXXX-AE-50**

Work Order Title: **MTS South Bay Maintenance Facility**

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 =



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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

**Draft for
Executive Committee
Review Date: 03/05/20**

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 include in MTS Doc No. G2287.0-19, with Ready Credit Corporation (RCC), items from their original proposal that were not previously presented to the Board of Directors. The total amount of these items will not exceed \$196,000 for the design and integration services and \$3,962,000 for the card fees, over a 20 year term.

Budget Impact

The budget impact for the design and integration services is \$196,000 and will be funded through the Capital Improvement Program account 1009004902 (Fare System Upgrade) and are a one-time cost to the project.

The card fee is \$1.35 per card for years 1-10, \$1.45 for years 11-15, and \$1.51 per card for years 16-20 and is charged to MTS for the processing and distribution of Pronto cards throughout the retail network and will be charged to account 530010-575160. Based on the anticipated sales of 2.8 million cards over the 20 year period, the total card fees are anticipated to be \$3,962,000.

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 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. This approach will be familiar to customers and retail merchants, limiting the need for extensive training and outreach for either.

On January 16, 2020, the MTS Board of Directors approved a contract award to RCC for the provision of a fare media retail network. However, in the process of conforming the agreement, after Board approval, MTS staff realized two elements of RCC's cost proposal were inadvertently omitted from the agenda item.

The costs inadvertently omitted from the initial agenda item include non-recurring design and integration costs of \$196,000, which will be reimbursed utilizing milestone payment plan. MTS staff believes design and integration will run in parallel with the expected go-live of the INIT fare system targeted for Spring 2021.

In addition, the cost proposal submitted by RCC also included a service fee of \$1.35 per card applied to card sales, which should be recovered through the original card fee (currently set at \$2.00). The card fee escalates in each option period per the attached cost schedule.

Both of these costs were considered and evaluated by MTS staff during the evaluation process which began in July 2019. However, the commission and fixed-fee cost elements which were deemed subject to further negotiation became the central focus of the negotiations which began in August 2019 and continued through November 2019. MTS staff working on the agenda item which was submitted to the MTS Board of Directors for the January 2020 meeting inadvertently relied on one out of three cost-related documents to prepare the agenda item and overall contract amount.

TOTAL CONTRACT COSTS	
Base Years (10 years) <i>approved at January 16, 2020 BOD Meeting</i>	\$5,388,000
First 5-year option <i>approved at January 16, 2020 BOD Meeting</i>	\$994,500 plus 6.65% commission on all sales
Second 5-year option <i>approved at January 16, 2020 BOD Meeting</i>	\$1,209,780 plus 6.65% commission on all sales
Design & Integration Services	\$196,000
Card fees	\$3,962,000
TOTAL	\$11,750,280

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to include in MTS Doc No. G2287.0-19, with RCC, items from their original proposal that were not previously presented to the Board of Directors. The total amount of these items will not exceed \$196,000 for the design and integration services and \$3,962,000 for the card fees over a 20 year term, for a new contract total of \$11,750,280.

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

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



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

**Draft for
Executive Committee
Review Date: 03/05/20**

SUBJECT:

HILL STREET SLOPE REPAIR CONSTRUCTION SERVICES – CHANGE ORDERS
1 - 9

RECOMMENDATION:

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

- 1) Ratify Construction Change Orders 1 - 6 (Attachment A) to MTS Doc. No. PWL246.0-18 for \$18,555.78, which was previously issued under the Chief Executive Officer's (CEO) authority, for the Hill Street Slope Repair adjacent to Hill Street in El Cajon along the MTS's Orange Line; and
- 2) Authorize the CEO to approve Change Orders to MTS Document No. PWL246.0-18 - Change Orders 7 - 9 (in substantially the same format as Attachment B), with Hazard Construction Company for \$251,543.69

Budget Impact

The overall value of the contract will increase from the original \$3,273,038.50 to a revised \$3,543,137.97. Funding is included in the Capital Improvement Program (CIP) budget 2006007802 (Mainline Drainage).

The total associated with this request, inclusive of change orders 1 - 6 will not exceed \$18,555.78. The costs associated with change orders 7 - 9, exclusively, will total \$251,543.69, as follows:



Change Order	Description of Work	Total Cost
Original Contract Total		\$3,273,038.50
Change Order 1 (ratify)	Interblock Retaining Wall Modification	(76,577.81)
Change Order 2 (ratify)	City of El Cajon Review Fees	3,470.00
Change Order 3 (ratify)	QC Testing Allowance	71,936.00
Change Order 4 (ratify)	Storm Drain Repairs STA 799+20	3,881.94
Change Order 5 (ratify)	Storm Drain at STA 793+16	3,500.00
Change Order 6 (ratify)	Adjust Cleanout to Grade at Palm & Lost Shift	12,345.65
	Subtotal CO1-6	18,555.78
Contract Total with Ratification of CO 1 - 6		\$3,291,594.28
Change Order 7 (authorize)	Unsuitable SG and Increased Concrete Strength	90,204.00
Change Order 8 (authorize)	Installing Storm Drain	159,898.60
Change Order 9 (authorize)	Additional Asphalt Work	1,441.09
	Subtotal CO7-9	\$251,543.69
Contract Total with Authorization of CO 7 - 9		\$3,543,137.97

DISCUSSION:

The slope adjacent to Hill Street in El Cajon has been deemed unstable and requires improvements to avoid slope failure. On June 14, 2018, the MTS Board of Directors authorized the CEO to execute a contract with Hazard Construction Company to complete the necessary improvements to the slope. The scope of work under the existing contract includes clearing and grubbing, removing existing pavement, excavating, benching existing slopes, constructing a 1,634-foot-long retaining wall and replacing pavement complete with drainage improvements. In order to complete the required work, numerous change Orders are required. A summary of all change Orders are as follows:

Ratification of Change Order No. 1:

This is a Value Engineering Change Proposal (VECP) to change the retaining wall system from soldier pile to block wall in accordance with Section 4-1.07B VECP of the 2010 Caltrans Standard Specifications. The total cost of this change order is a credit of (\$76,577.81).

Ratification of Change Order No. 2:

This change order is for the encroachment permit with the City of El Cajon, which is necessary to do the work. The total cost of this change order is \$3,470.00.

Ratification of Change Order No. 3:

This change order is for adding quality control materials testing to the contractor's scope of work. The total cost of this change order is \$71,936.00.

Ratification of Change Order No. 4:

This change order is for a storm drain that conflicted with the construction of the block wall at Sta. 799+20. In order to continue wall construction, the existing alignment was modified to clear the proposed block wall. In addition, it was also discovered that the existing pipe has begun to rust and corrode. The total cost of this change order is \$3,881.94.

Ratification of Change Order No. 5:

This change order is for a storm drain that conflicted with construction of the block wall at Sta. 793+16. In order to continue wall construction, the grade beam and block layout had to be redesigned around the storm drain profile by the contractor. The total cost of this change order is \$3,500.

Change Order No. 6:

This change order would authorize the adjustment of a newly installed cleanout in a pedestrian sidewalk near the Palm Ave grade crossing in order to comply with American Disabilities Act (ADA) requirements. Also, this change order would authorize the costs associated with a delay due to rusted storm drain pipe while constructing the cleanout. The total cost of this change order is \$12,345.65.

Change Order No. 7:

This change order would authorize the additional work required due to unsuitable soils below a concrete access road and the additional costs associated with increasing the strength of the concrete for the access road. The total cost of this change order shall not exceed \$90,204.00.

Change Order No. 8:

This change order would authorize the replacement of 220 Linear feet (LF) of an existing collapsed storm drain with a new storm drain and the necessary replacement of an existing timber tie retaining wall with a block retaining wall. The final negotiated price of this change order is still pending; however the total estimated cost of this change order shall not exceed \$159,898.60.

Change Order No. 9:

This change order would authorize the replacement of additional damaged asphalt concrete on the access road. The final negotiated price of this change order is still pending; however the total estimated cost of this change order shall not exceed \$1,441.09.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to: (1) Ratify Construction Change Orders 1 - 6 to MTS Doc. No. PWL246.0-18 for \$18,555.78, which was previously issued under the CEO authority, for the Hill Street Slope Repair adjacent to Hill Street in El Cajon along the MTS's Orange Line; and (2) Authorize the CEO to approve Change Orders to MTS Document No. PWL246.0-18 - Change Orders 7 – 9, with Hazard Construction Company for \$251,543.69

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

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

Attachments: A. Change Order No. 1-6
B. Draft MTS Doc. No. PWL246.0-18



CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR**Date: **2/1/19**To: **MTS**Contract Number: **PWL246.0-18**From (Contractor): **CONTRACTOR - HAZARD CONSTRUCTION COMPANY**CCO Number: **001**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of VALUE ENGINEER COST PROPOSAL (VECP).

A. VECP PROPOSAL

DELETED BID ITEMS	\$ 2,000,588.00
INTER-BLOCK ALTERNATE	\$ 1,822,432.38
GROSS SAVINGS	\$ 178,155.62
LESS DESIGN/REVIEW (KLEINFELDER)	\$ 25,000.00
NET SAVINGS	\$ 153,155.62
SPLIT 50/50	\$ (76,577.81)

\$ -

Subtotal A: \$ (76,577.81)

B. Subcontractor Cost of the Work

Payroll Costs (See attached supporting documentation.)

\$ -

Equipment (See attached supporting documentation.)

\$ -

Materials (See attached supporting documentation.)

\$ -

Consultant Costs (See attached supporting documentation.)

\$ -

Supplemental Costs (See attached supporting documentation.)

\$ -

Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit

\$ -

Overhead and Profit on Subcontractors

\$ -

Bonds and Insurance

\$ -

Subtotal C: \$ -

Total = (A + B + C)

Total: \$ (76,577.81)

Original Contract value:

\$ 3,273,038.50

Adjustment by Change Order No. **1**

\$ (76,577.81)

Adjustment by this Change Order

\$ -

New Contract Amount

Total:

\$ 3,196,460.69

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchangedby **XX** days

Original Completion Date:

XXXX

Adjustment by Change Order No. **X** through Change Order **X** (if applicable)

XXXX

Adjustment by this Change Order

XXXX

New Completion Date

XXXX

Milestones Affected:

Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor

Date:

JASON A. MORDHORST, PRESIDENT**2/6/19**

MTS Chief Executive Officer

Date:

2/15/19

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR**

Date: **3/4/19**

To: **MTS**

Contract Number: **PWL246.2-18**

From (Contractor): **CONTRACTOR**

CCO Number: **002**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of city review fees.

A. Prime

City Review Fee

\$ **3,470.00**

\$ -

Subtotal A: \$ 3,470.00

B. Subcontractor Cost of the Work

Payroll Costs (See attached supporting documentation.)

\$ -

Equipment (See attached supporting documentation.)

\$ -

Materials (See attached supporting documentation.)

\$ -

Consultant Costs (See attached supporting documentation.)

\$ -

Supplemental Costs (See attached supporting documentation.)

\$ -

Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit

\$ -

Overhead and Profit on Subcontractors

\$ -

Bonds and Insurance

\$ -

Subtotal C: \$ -

Total = (A + B + C)

Total: \$ 3,470.00

Original Contract value:

\$ 3,273,038.50

Adjustment by Change Order No. **1**

\$ (76,577.81)

Adjustment by this Change Order

\$ 3,470.00

New Contract Amount

Total: \$ 3,199,930.69

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by **XX** days

Original Completion Date:

XXXX

Adjustment by Change Order No. **X** through Change Order **X** (If applicable)

XXXX

Adjustment by this Change Order

XXXX

New Completion Date

XXXX

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor **JASON A. MORDHORST, PRESIDENT**

Date: **3/5/19**

MTS Chief Executive Officer

Date: **3/12/19**

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.



CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR**Date: **3/21/19**To: **MTS**Contract Number: **PWL246.3-18**From (Contractor): **CONTRACTOR**CCO Number: **003**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of adding Quality Control Services.

A. Prime

\$ -

Subtotal A:

B. Subcontractor Cost of the Work

\$ -

\$ -

\$ -

\$ -

QC ALLOWANCE (NOT TO EXCEED)

\$ **65,397.00**

Subtotal B: \$ 65,397.00

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit

10%

\$ 6,539.00

Overhead and Profit on Subcontractors

\$ -

Bonds and Insurance

\$ -

Subtotal C: \$ 6,539.00

Total = (A + B + C)

Total: \$ 71,936.00

Original Contract value:

\$ 3,273,038.50

Adjustment by Change Order No. 1-2

\$ (73,107.81)

Adjustment by this Change Order

\$ 71,936.00

New Contract Amount

Total:

\$ 3,271,866.69

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged

by XX days

Original Completion Date:

XXXX

Adjustment by Change Order No. X through Change Order X (if applicable)

XXXX

Adjustment by this Change Order

XXXX

New Completion Date

XXXX

Milestones Affected:

Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor

Date:

3/25/19

JASON A. MORDHORST, PRESIDENT

MTS Chief Executive Officer

Date:

5/1/17

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR**

Date: **10/30/19**

To: **MTS**

Contract Number: **PWL246.4-18**

From (Contractor): **HAZARD**

CCO Number: **004**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of Corrugated pipe repair. Sta. 799+20.

A. Prime

Lump Sum Negotiated Price \$ **3,881.94**

\$ 3,881.94

Subtotal A: \$ 3,881.94

B. Subcontractor Cost of the Work

\$ -

\$ -

\$ -

\$ -

Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit

Overhead and Profit on Subcontractors

Bonds and Insurance

\$ -

\$ -

Subtotal C: \$ -

Total = (A + B + C)

Total: \$ 3,881.94

Current Contract value:

\$ 3,271,866.69

Adjustment by this Change Order

\$ 3,881.94

New Contract Amount

Total:

\$ 3,275,748.63

The Contract Time due to this Change Order will be: ☒ Increased ☐ Decreased ☐ Unchanged

by 4 calendar days

Original Completion Date:

1/24/2019

Adjustment by this Change Order

XXXX

New Completion Date

1/28/2019

Milestones Affected:

Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor

Date:

JASON A. MORDHORST, PRESIDENT

MTS Chief Executive Officer

Date:

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR**

Date: **12/31/19**

To: **MTS**

Contract Number: **PWL246.5-18**

From (Contractor): **HAZARD**

CCO Number: **005**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of payment of additional costs associated with grade beam design changes as depicted on the attached plan sheets Revised Grade Beam Drawings.

A. Prime

Lump Sum Negotiated Price \$ **3,500.00**

\$ **3,500.00**

Subtotal A: \$ **3,500.00**

B. Subcontractor Cost of the Work

\$ **-**

\$ **-**

\$ **-**

\$ **-**

\$ **-**

Subtotal B: \$ **-**

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit **0**

Overhead and Profit on Subcontractors **0**

Bonds and Insurance **0**

\$ **-**

\$ **-**

Subtotal C: \$ **-**

Total = (A + B + C)

Total: \$ **3,500.00**

Current Contract value:

\$ **3,276,748.63**

Adjustment by this Change Order

\$ **3,500.00**

New Contract Amount

Total:

\$ **3,279,248.63**

The Contract Time due to this Change Order will be: ☒ Increased ☐ Decreased ☐ Unchanged

by **7 calendar** days

Original Completion Date:

1/24/2020

Previous adjustments

1/28/2020

Adjustment by this Change Order

7

New Completion Date

2/4/2020

Milestones Affected:

Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor

Date:

JASON A. MORDHORST, PRESIDENT

MTS Chief Executive Officer

Date:

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name:	HILL ST. SLOPE REPAIR	Date:	2/18/20
To:	MTS	Contract Number:	PWL246.5-18
From (Contractor):	HAZARD	CCO Number:	006

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for payment of lost shift, adjust cleanout and a zero cost time extension.

A. Prime

Lost Shift - LS. NEG.	\$	7,043.14
Adjust Cleanout - LS. NEG.	\$	5,302.51

	\$	12,345.65		Subtotal A: \$	12,345.65
--	----	-----------	--	-----------------------	-----------

B. Subcontractor Cost of the Work

	\$	-			
	\$	-			
	\$	-			
	\$	-			
				Subtotal B: \$	-

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit	\$	-
Overhead and Profit on Subcontractors	\$	-
Bonds and Insurance	\$	-

Subtotal C: \$ -

Total = (A + B + C)	Total: \$	12,345.65
---------------------	------------------	-----------

Current Contract value:

Adjustment by this Change Order

New Contract Amount

Total:

\$ 12,345.65

\$ 12,345.65

The Contract Time due to this Change Order will be: ☒ Increased ☐ Decreased ☐ Unchanged by **27 Calendar** days

Original Completion Date:

Previous adjustments

Adjustment by this Change Order

New Completion Date

27

3/2/2020

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor

Date:

MTS Chief Executive Officer

Date:

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR** Date: _____

To: **MTS** Contract Number: **PWL246.0-18**

From (Contractor): **HAZARD** CCO Number: **007**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for unsuitable soil.

A. Prime

Lump Sum Price \$ 90,204.00

\$ 90,204.00 Subtotal A: \$ 90,204.00

B. Subcontractor Cost of the Work

\$ -

\$ -

\$ -

\$ -

Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit \$ -

Overhead and Profit on Subcontractors \$ -

Bonds and Insurance \$ -

Subtotal C: \$ -

Total = (A + B + C) Total: \$ 90,204.00

Current Contract value: _____

Adjustment by this Change Order \$ 90,204.00

New Contract Amount Total: \$ 90,204.00

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by _____ days

Original Completion Date: _____

Previous adjustments: _____

Adjustment by this Change Order: _____

New Completion Date: _____

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor Date: _____ MTS Chief Executive Officer Date: _____

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR** Date: _____

To: **MTS** Contract Number: **PWL246.0-18**

From (Contractor): **HAZARD** CCO Number: **008**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for storm drain install.

A. Prime

Lump Sum Price \$ 159,898.60

\$ 159,898.60 Subtotal A: \$ 159,898.60

B. Subcontractor Cost of the Work

\$ -

\$ -

\$ -

\$ -

Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit \$ -

Overhead and Profit on Subcontractors \$ -

Bonds and Insurance \$ -

Subtotal C: \$ -

Total = (A + B + C) Total: \$ 159,898.60

Current Contract value: _____

Adjustment by this Change Order \$ 159,898.60

New Contract Amount Total: \$ 159,898.60

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by _____ days

Original Completion Date: _____

Previous adjustments: _____

Adjustment by this Change Order: _____

New Completion Date: _____

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor Date: _____ MTS Chief Executive Officer Date: _____

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

CONSTRUCTION CHANGE ORDER

Project Name: **HILL ST. SLOPE REPAIR** Date: _____

To: **MTS** Contract Number: **PWL246.0-18**

From (Contractor): **HAZARD** CCO Number: **009**

Description of Work

This CCO is prepared in accordance with and incorporates Section 4.32 of the Contract Documents and consists of additional costs for asphalt work.

A. Prime

Lump Sum Price \$ 1,441.09

\$ 1,441.09 Subtotal A: \$ 1,441.09

B. Subcontractor Cost of the Work

\$ -
\$ -
\$ -
\$ -

Subtotal B: \$ -

C. Contractor Fee: (As per the Contract Documents)

Overhead and Profit \$ -
Overhead and Profit on Subcontractors \$ -
Bonds and Insurance \$ -

Subtotal C: \$ -

Total = (A + B + C) Total: \$ 1,441.09

Current Contract value:

Adjustment by this Change Order

\$ 1,441.09

New Contract Amount

Total: \$ 1,441.09

The Contract Time due to this Change Order will be: ☐ Increased ☐ Decreased ☒ Unchanged by _____ days

Original Completion Date:

Previous adjustments

Adjustment by this Change Order

New Completion Date

Milestones Affected: Add Descriptions of any milestones affected as a result of a change in services, term, and/or price

Contractor

Date:

MTS Chief Executive Officer

Date:

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.



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

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

March 19, 2020

Draft for Executive Committee Review Date: 03/05/20

SUBJECT:

FIRE EXTINGUISHER MAINTENANCE AND AS-NEEDED REPAIRS - 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. PWG308.0-20 (in substantially the same format as Attachment A), to Fire Service Corp, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five years in the amount of \$184,758.01.

Budget Impact

The value of this agreement will not exceed \$184,758.01. The project will be funded through the respective fiscal years' maintenance operating budget accounts as follows:

	Budget Account	Total Budget Amount
San Diego Trolley, Inc. (SDTI)	380016/571250	\$38,052.21
San Diego Transit Corporation (SDTC)	311014/536600	\$114,647.06
Land Management (LM)	791010/571250	\$3,300.19
Bus Rapid Transit (BRT)	846012/571140	\$28,758.55
Total Amount		\$184,758.01

DISCUSSION:

MTS collectively has approximately 1,600 rechargeable fire extinguishers ranging from 5 to 20 lbs., distributed at various locations including Bus Maintenance facilities, administrative and operating facilities, substations, and various stations within the service area that require testing, maintenance and as-needed replacement. This contract will provide full provision of labor, equipment, materials and supplies for a



comprehensive multi-period fire extinguisher maintenance and repair program, including monthly and annual testing, hydrostatic testing, and as-needed recharging, replacement and repair services.

The resulting effects of fire extinguisher maintenance and repair activities will be to ensure all equipment functions properly and is maintained in accordance with California State Fire Marshal (CSFM) and the National Fire Protection Association (NFPA) regulations. The existing contract for these services is due to expire.

On January 14, 2020, MTS issued an Invitation for Bids (IFB) for Fire Extinguisher Maintenance and As-Needed Repairs. MTS staff advertised on the San Diego Daily Transcript and posted the IFB on PlanetBids.

Three bids were submitted February 11, 2020 from the following firms:

Company Name	Bid Amount
Fire Service Corp.	\$184,758.01
Red Truck Fire & Safety Co.	\$189,932.31
HCI Services, Inc.	\$413,432.14

By a comparison to MTS's Independent Cost Estimate at \$230,761.90, MTS staff determined Fire Service Corp's bid to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO execute Doc. No. PWG308.0-20 (in substantially the same format as Attachment A), to Fire Service Corp, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five years in the amount of \$184,758.01.

/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 Standard Services Agreement MTS Doc. No. PWG308.0-20

DRAFT

STANDARD AGREEMENT

FOR

MTS DOC. NO. PWG308.0-20

FIRE EXTINGUISHER MAINTENANCE AND AS-NEEDED REPAIRS

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: Fire Service Corp. Address: 25132 Tasman Rd.
Laguna Hills, CA 92653

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 800.347.3911

Authorized person to sign contracts	Stephen Miller	Sales Manager
	Name	Title

The Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification (Exhibit A), Contractor's Cost/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D), and Forms (Exhibit E)

The contract term is for up to (5) years effective April 1, 2020 through March 31, 2025.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$184,758.01 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	FIRE SERVICE CORP.
By: Paul Jablonski, Chief Executive Officer	By
Approved as to form:	
By: Karen Landers, Office of General Counsel	Title:

EXHIBIT A

SCOPE OF WORK/TECHNICAL SPECIFICATION

SCOPE OF WORK

MTS FIRE EXTINGUISHER SERVICES

2.1. INTRODUCTION

The San Diego Metropolitan Transit System (MTS), is seeking a qualified and licensed firm for testing and maintenance of rechargeable fire extinguishers and the purchase of new extinguishers as required at San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), Land Management (LM), and Bus Rapid Transit (BRT) locations provided herein. All MTS owned rechargeable fire extinguishers must be inspected, serviced, and repaired in accordance with California State Fire Marshal (CSFM) and the National Fire Protection Association (NFPA) regulations.

2.2. DURATION OF AGREEMENT

The base contract term shall be for a period five (5) years.

2.3. MINIMUM QUALIFICATIONS

1. Contractor must be licensed by the Office of the State Fire Marshall (OFSM).
2. Contractor must possess a Type A, or Type B,C,D license to service MTS fire extinguishers.
3. Bidders shall provide a minimum of three (3) references for which Bidder has performed similar work within the past five (5) years on the "Bidder's Financial Questionnaire Form" included in this solicitation.

2.4. EQUIPMENT LOCATIONS AND MTS CONTACTS

Locations of extinguishers are provided in the Bid Form (ATT1) attached separately in this solicitation. During the term of this agreement, MTS reserves the right to add or remove equipment locations.

<u>Program</u>	<u>Contact Information</u>
<u>SDTC</u>	Thomas Frantz Maintenance Manager KMD MTS Bus Operations 4630 Ruffner Street San Diego Ca. 92111 (619) 238-0100 X7301 Thomas.Frantz@sdmts.com
<u>SDTI</u>	Rolando Montes Superintendent of Facilities - Rail Division San Diego Trolley Inc. Office: 619-595-4927 Cell: 619-454-7207 Email: Rolando.Montes@sdmts.com
<u>LM</u>	Eli Belknap Manager of Capital Projects 1255 Imperial Ave., Ste. 1000 San Diego, CA 92101

	619.595.7039 elias.belknap@sdmts.com
<u>BRT</u>	J. Clarke Peters Supervisor of Passenger Facilities 100 16th St., San Diego, CA 92101 619.595.7037 clarke.peters@sdmts.com

2.5. REGULAR SERVICE HOURS

Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding holidays)

MTS Holidays (Subject to change during contract)

1. New Year's Day	6. Independence Day
2. Martin Luther King Day	7. Labor Day
3. President's Day	8. Veterans Day
4. Cesar Chavez Day	9. Thanksgiving Day
5. Memorial Day	10. Christmas Day

Contractor shall notify the appropriate MTS contact four (4) hours before coming on-site to perform any work.

2.6. GENERAL REQUIREMENTS

- Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments shall be allowed as a result of a reduction in the quantity.
- Contractor shall provide all labor, supplies, parts, supervision, tools, equipment, transportation, and all effort necessary to perform extinguisher servicing.
- Contractor shall perform only those services specified in the Scope of Work/Technical Specifications. All work performed must be accepted by MTS, SDTI, SDTC staff.
- Contractor shall assign a trained technician(s) to provide any service. This technician(s) shall be trained in providing fire extinguisher maintenance, servicing, testing, and recharging.
- A Service Tag conforming to CSFM regulations must be securely attached to each fire extinguisher at the time of service.

2.7. SCOPE OF SERVICES

Contractor shall perform fire extinguisher services in accordance with the locations provided in ATT1, service requirements and schedules listed herein. All equipment shall be serviced as directed by NFPA and CSFM regulations. The latest edition of regulations or, where applicable, the edition as adopted by the local authority having jurisdiction shall apply. Contractor shall furnish all repair and replacement parts at no additional cost; this includes, but is not limited to, lock pins, nozzles, valves, seals, o-rings, nitrogen cylinders, extinguishing agents, hoses, and adapters. Those parts furnished shall be matched to the manufacturer's published requirements. Routine maintenance inspections shall be made during normal business hours.

2.7.1 Scheduled Service of Portable Fire Extinguishers

2.7.1.1 Monthly Testing and Maintenance

Each rechargeable fire extinguisher shall be externally inspected, serviced, tested, and/or repaired in accordance with NFPA, CSFM, and Occupational Safety and Health Administration (OSHA) regulations.

2.7.1.2 Annual Testing and Maintenance

Each rechargeable fire extinguisher shall be externally inspected, serviced, tested, and/or repaired in accordance with NFPA, CSFM, and Occupational Safety and Health Administration (OSHA) regulations.

2.7.1.3 Bus and Trolley Fleet Services

MTS shall be responsible for the removal of the fire extinguisher on bus and trolley vehicles the night before. Contractor shall service the fire extinguisher the next morning until the entire fleet is done. These services shall be done from 8am to 5pm. Annual service must be completed on a weekend for the SDTC locations.

2.7.2 As Needed Services

2.7.2.1 Hydrostatic Testing

Hydrostatic-testing shall occur every five (5) years for extinguishers located on vehicles, and every six (6), or twelve (12) years for extinguishers not located on vehicles. Contractor shall have the ability to perform the hydrostatic -testing service to avoid delays of the extinguisher servicing.

2.7.2.2 As-Needed Recharging

Contractor shall respond within one (1) business day from MTS request for recharging. Recharging service shall include the following:

1. The extinguishing agent shall be completely discharged,
2. Valve assembly removed,
3. O-ring replaced or lubricated,
4. Threads and sealing surfaces cleaned,
5. Container emptied and filled with proper (free-flowing) agent, pressurized, sealed, and locked. Recharge date shall be marked on tag.

Testing shall be in accordance with ANSI/UL 77, SNSI/UL 299, and the latest revision of the NFPA 10.

A work order, inspection report, invoice, or other appropriate document shall be required.

2.7.3 Replacement of Fire Extinguishers

Contractor shall notify MTS when any unit needs total replacement. All replacement extinguishers shall be new and unused and approved by the CSFM. Contractor must indicate new extinguisher costs on the bid sheet. Per unit pricing shall include all costs including delivery and mounting brackets.

Any deliveries of new extinguishers shall be Freight On board (F.O.B.) to MTS, SDTI, SDTC.

2.7.4 As Needed Repair Services

As-needed repair services are defined as services required due to vandalism or intentional misuse by anyone other than Contractor's employees, agents, or subcontractors.

Such repairs shall be responded to within twenty-four (24) hours of notification by MTS, and shall be required to complete these services within three (3) business days. This includes, but is not limited to, picking up equipment requiring off-site service within forty-eight (48) hours. Equipment must be serviced and returned within three (3) business days of pick up.

- a. Contractor shall supply all labor materials necessary to provide as needed repair services on a Time and Materials basis.

2.7.4.1 General Requirements

- a. Contractor shall comply with all City, County, State, or Federal building laws, regulations, and code requirements in the performance of their work.
- b. Contractor shall be responsible for diagnosing the problem and making the necessary repairs.
- c. Contractor shall only perform work that is approved by MTS. Approval by the MTS Project Manager is required prior to any work being performed.
 - Prior to performing any repair services, Contractor shall provide a quote for the services to be performed. The quote shall include at minimum the following information:
 - Estimated hour(s) and hourly rate
 - At cost part(s) amount
 - Part percentage mark up
 - Date the service is to be performed and completed
 - Any work in excess of \$5,000 requires approval from MTS Procurement prior to commencement of services.
- d. Contractor shall perform and complete each work order in the agreed upon manner and time period.
- e. In the event of accidental site damage by the Contractor, Contractor shall be responsible to return the site to its original condition at no cost to MTS.
- f. Contractor shall remove all debris generated while making repairs, replacement, or installation and leave the work area clean, "broom swept" state.
- g. Unless otherwise stated, Contractor shall remove all equipment, materials, etc. as directed by MTS.

- h. Contractor is responsible for clarifying with the MTS Project Manager any questions regarding the work that is to be performed.

2.7.4.2 Hourly Rates:

- i. As-Needed Repair Services shall be billed at the labor rates as set forth in ATT1.
 - a. Single Man Crew - Straight Time Hourly Rate
 - b. Single Man Crew - Outside of MTS Normal Business Hours (evenings, weekends and holidays) Hourly Rate.
- ii. All estimated travel time to and from MTS property, and travel subsistence costs (i.e. mileage, fuel surcharge, etc.), projected to be utilized by the Contractor during the term of performance of any resultant Contract are to be absorbed, amortized, and incorporated into the Proposer's fully burdened unit per hour rates as set forth in the Cost Proposal Form.

2.8. REPLACEMENT PARTS

In the event that the Contractor need to purchase replacement parts (not covered in the scope of the contract), materials and supplies shall be reimbursed by MTS based on actual cost plus the percent provided in the bidder's proposal. The maximum mark-up allowed is 5 percent. No additional mark-ups will be allowed.

Contractor must attach supporting documentation that proves actual purchase price of parts with the invoice to show actual cost paid/final sale for parts or materials obtained from its suppliers.

2.9. LOANER EQUIPMENT

If, for whatever reason, loaner equipment is required, the Contractor shall leave a loaner of the same size and type. Loaner extinguishers supplied to the MTS, SDTI, and SDTC shall be at no charge. Should the MTS, SDTI, SDTC discharge the loaner, the cost of recharging shall be paid by MTS, SDTI, and SDTC.

2.10. TRAINING

Contractor shall provide annual training "if requested" by MTS for MTS employees on proper use of portable fire extinguishers. The cost of this training shall be included in the annual service charge for equipment.

2.11. LICENSE REQUIREMENTS

During the entire contract term, Contractor must possess a Type A class of license to service any or all types of fire extinguishers.

2.12. GUARANTEE

Upon notice from MTS, SDTI, SDTC the Contractor shall, at his/her own expense, promptly and properly replace any and all improper work and material that may become apparent within a one (1) year period from the date of acceptance by MTS, SDTI, SDTC.

2.13. PRICING

Contractor's per unit pricing shall include all costs incidental to fire extinguisher service. This shall include, but shall not be limited to: labor, supplies, parts, supervision, tools, equipment, transportation, and all effort necessary to perform fire extinguisher servicing. Prices shall be firm and fixed during the term of the Agreement.

2.14. 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.

2.15. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract, shall be delivered F.O.B. to MTS, 100 16th Street, San Diego, California 92101 or MTS, 4630 Ruffner Street, San Diego, California 92111 or SDTI, 1341 Commercial Street, San Diego, California 92113, 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).

Exhibit B

Contractor's Cost/Pricing Form

BID FORM - Fire Extinguisher Maintenance and As-Needed Repair Services

Att A - A12, 3/19/20

Instructions: In Table I, please enter the *unit price* for each location in the "Unit Price" column. To determine the Item Total for each location and year, please multiply the columns labeled "Estimated Quantity" by "Frequency" then by "Unit Price." For Table II, please enter the *mark up percentage* of as-needed repair in the column labeled "Unit Price." Please multiply the *Unit Price* by the corresponding estimated *Quantity* to determine the *Item Totals* for each item for each year. Please sum Item Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the mark up percentage between 0 and 5 percent (rounding to the nearest hundredth) in the % *Mark Up* field for each year. Please multiply the mark up percentage by the *Annual Materials/Parts Allowance* (Item 1) for each respective year. The annual *As-Needed Materials/Parts* amount is the sum of Items 1 and 2 for each year. The *Grand Total* is the sum of the *Subtotals* for Tables I, II & III.

Table I: FIRE EXTINGUISHER TESTING AND MAINTENANCE						Year One		Year Two		Year Three		Year Four		Year Five	
Group	Item	Location & Service	LBS	Estimated Quantity	Frequency	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
SDTI	1	Building A, 12 S. 13th Street, San Diego, CA 92113													
		Annual Testing & Maintenance	5	35	1	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50
	2	Building B, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0
		Annual Testing & Maintenance	5	20	1	\$ 3.50	70	\$ 3.50	70	\$ 3.50	70	\$ 3.50	70	\$ 3.50	70
		Annual Testing & Maintenance	10	8	1	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00	\$ 3.50	28.00
		Annual Testing & Maintenance	20	4	1	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00	\$ 3.50	14.00
	3	Building C, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0
		Annual Testing & Maintenance	5	40	1	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00
	4	Yard Tower, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0
		Annual Testing & Maintenance	5	4	1	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00
	5	Paint Booth, 1341 Commercial Street, San Diego, CA 92113					0		0		0		0		0
		Annual Testing & Maintenance	10	14	1	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00
		Sub Stations					0		0		0		0		0
	6	Annual Testing & Maintenance	10	60	1	\$ 3.50	\$ 210.00	\$ 3.50	\$ 210.00	\$ 3.50	\$ 210.00	\$ 3.50	\$ 210.00	\$ 3.50	\$ 210.00
		Annual Testing & Maintenance	15	40	1	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00	\$ 3.50	\$ 140.00
	7	Fashion Valley Station, 1205 Fashion Valley Rd., San Diego, CA 92108					0		0		0		0		0
		Annual Testing & Maintenance	20	20	1	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00
	8	Qualcomm Stadium, 9449 Friars Rd., San Diego, CA 92108					0		0		0		0		0
		Annual Testing & Maintenance	20	20	1	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00	\$ 3.50	\$ 70.00
	9	SDSU Station Platform, 5260 Campanille, San Diego, CA 92182					0		0		0		0		0
		Annual Testing & Maintenance	5	12	1	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00
	10	SDSU Station Room, 5260 Campanille, San Diego, CA 92182					0		0		0		0		0
		Annual Testing & Maintenance	5	6	1	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00
		Annual Testing & Maintenance	10	30	1	\$ 3.50	\$ 105.00	\$ 3.50	\$ 105.00	\$ 3.50	\$ 105.00	\$ 3.50	\$ 105.00	\$ 3.50	\$ 105.00
		Annual Testing & Maintenance	20	6	1	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00
	11	LRV Non-Revenue Vehicles					0		0		0		0		0
		Annual Testing & Maintenance	5	9	1	\$ 3.50	\$ 31.50	\$ 3.50	\$ 31.50	\$ 3.50	\$ 31.50	\$ 3.50	\$ 31.50	\$ 3.50	\$ 31.50
		Annual Testing & Maintenance	10	6	1	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00
	12	MOW Non-Revenue Vehicles					0		0		0		0		0
		Annual Testing & Maintenance	5	12	1	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00
		Annual Testing & Maintenance	10	6	1	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00	\$ 3.50	\$ 21.00
	13	Track Non-Revenue Vehicles					0		0		0		0		0
		Annual Testing & Maintenance	5	12	1	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00
		Annual Testing & Maintenance	10	10	1	\$ 3.50	\$ 35.00	\$ 3.50	\$ 35.00	\$ 3.50	\$ 35.00	\$ 3.50	\$ 35.00	\$ 3.50	\$ 35.00
	14	Facilities Non Revenue Vehicles					0		0		0		0		0
		Annual Testing & Maintenance	5	26	1	\$ 3.50	\$ 91.00	\$ 3.50	\$ 91.00	\$ 3.50	\$ 91.00	\$ 3.50	\$ 91.00	\$ 3.50	\$ 91.00
		Annual Testing & Maintenance	10	8	1	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00
	15	Revenue Non-Revenue Vehicles					0		0		0		0		0
		Annual Testing & Maintenance	5	14	1	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00	\$ 3.50	\$ 49.00
		Annual Testing & Maintenance	10	4	1	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00
	16	Transportation Non-Revenue Vehicles					0		0		0		0		0
		Annual Testing & Maintenance	5	7	1	\$ 3.50	\$ 24.50	\$ 3.50	\$ 24.50	\$ 3.50	\$ 24.50	\$ 3.50	\$ 24.50	\$ 3.50	\$ 24.50
		Annual Testing & Maintenance	10	4	1	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00
	17	SD100 Vehicles					0		0		0		0		0
		Annual Testing & Maintenance	5	362	1	\$ 3.50	\$ 1,267.00	\$ 3.50	\$ 1,267.00	\$ 3.50	\$ 1,267.00	\$ 3.50	\$ 1,267.00	\$ 3.50	\$ 1,267.00
	18	Spare Units					0		0		0		0		0
		Annual Testing & Maintenance	5	75	1	\$ 3.50	\$ 262.50	\$ 3.50	\$ 262.50	\$ 3.50	\$ 262.50	\$ 3.50	\$ 262.50	\$ 3.50	\$ 262.50
		Annual Testing & Maintenance	10	35	1	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50	\$ 3.50	\$ 122.50
		Annual Testing & Maintenance	20	8	1	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00	\$ 3.50	\$ 28.00
SDTC	19	Imperial Avenue Division (IAD) 100 16th St., San Diego, CA. 92101							0						0
		Annual Testing and Maintenance	5	125	1	\$ 3.50	\$ 437.50	\$ 3.50	\$ 437.50	\$ 3.50	\$ 437.50	\$ 3.50	\$ 437.50	\$ 3.50	\$ 437.50
		Annual Testing and Maintenance	20	85	1	\$ 3.50	\$ 297.50	\$ 3.50	\$ 297.50	\$ 3.50	\$ 297.50	\$ 3.50	\$ 297.50	\$ 3.50	\$ 297.50
	20	Kearny Mesa Division (KMD), 4630 Ruffner St., San Diego, CA. 92111							0						0
LM	21	Taxicab Admin Building - 1501 National Ave., San Diego, CA 92113					0		0		0		0		0
		Annual Testing and Maintenance	5	4	1	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00	\$ 3.50	\$ 14.00
	22	Taxicab Garage 1601 Newton Ave., San Diego, CA 92113					0		0		0		0		0
		Annual Testing and Maintenance	10	2	1	\$ 3.50	\$ 7.00	\$ 3.50	\$ 7.00	\$ 3.50	\$ 7.00	\$ 3.50	\$ 7.00	\$ 3.50	\$ 7.00
BRT	23	Sabre Springs, 13538 Sabre Springs Pkwy., San Diego, CA 92128					0		0		0		0		0
		Monthly Testing and Maintenance	10	22	12	\$ 3.50	\$ 924.00	\$ 3.50	\$ 924.00	\$ 3.50	\$ 924.00	\$ 3.50	\$ 924.00	\$ 3.50	\$ 924.00
		Monthly Testing and Maintenance	15	1	12	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00	\$ 3.50	\$ 42.00
		Annual Testing and Maintenance	10	22	1	\$ 3.50	\$ 77.00	\$ 3.50	\$ 77.00	\$ 3.50	\$ 77.00	\$ 3.50	\$ 77.00	\$ 3.50	\$ 77.00
		Annual Testing and Maintenance	15	1	1	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50

Table I Subtotals		\$	5,957.00		\$	5,957.00		\$	5,957.00		\$	5,957.00		\$	5,957.00
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Att. A, AI 12, 3/19/20

Table II: AS-NEEDED SERVICES

Item	Description	LBS	Est. Qty/Annual No. of Hours	Year One		Year Two		Year Three		Year Four		Year Five	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	5 year Hydrostatic Testing	n/a	165	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50	\$ 5.50	\$ 907.50
2	6 year Hydrostatic Testing	n/a	49	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50
3	12 year Hydrostatic Testing	n/a	49	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50	\$ 5.50	\$ 269.50
4	Recharge Dry Chemical Fire Extinguisher	5	229	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50	\$ 7.50	\$ 1,717.50
5	Recharge Dry Chemical Fire Extinguisher	10	76	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00	\$ 10.00	\$ 760.00
6	Recharge Dry Chemical Fire Extinguisher	15	36	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00	\$ 10.00	\$ 360.00
7	Recharge Dry Chemical Fire Extinguisher	20	31	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00	\$ 20.00	\$ 620.00
8	Replace Dry Chemical Fire Extinguisher	5	104	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00	\$ 35.00	\$ 3,640.00
9	Replace Dry Chemical Fire Extinguisher	10	43	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00	\$ 65.00	\$ 2,795.00
10	Replace Dry Chemical Fire Extinguisher	15	2	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00	\$ 65.00	\$ 130.00
11	Replace Dry Chemical Fire Extinguisher	20	55	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00	\$ 105.00	\$ 5,775.00
12	Replace Halotron Fire Extinguisher	15	1	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
13	Single Man Crew - Straight Time Hourly Rate	n/a	46	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00	\$ 85.00	\$ 3,910.00
14	Single Man Crew - Outside of MTS Normal Business Hours Hourly Rate.	n/a	12	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00	\$ 125.00	\$ 1,500.00
Table II Subtotals:					\$ 23,104.00		\$ 23,104.00		\$ 23,104.00		\$ 23,104.00		\$ 23,104.00

Table III: AS-NEEDED REPLACEMENT PARTS

Item	Description	Year One		Year Two		Year Three		Year Four		Year Five	
		% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
1	Annual Materials/Parts Allowance	5%	\$ 6,800.00	5%	\$ 7,140.00	5%	\$ 7,497.00	5%	\$ 7,871.85	5%	\$ 8,265.44
2	Materials markup		\$ 340.00		\$ 357.00		\$ 374.85		\$ 393.59		\$ 413.27
Table III Subtotals:			\$ 7,140.00		\$ 7,497.00		\$ 7,871.85		\$ 8,265.44		\$ 8,678.71

Grand Total

\$ 184,758.01

*Bidders must use these bid forms and provide the pricing for all the line items for the five (5) years. This will be the basis for award. Failure to do so may deem the bid nonresponsive

*Bidders are advised that the estimated quantities are approximations for bidding purposes only. MTS estimates this to be its usage but does not guarantee this quantity. The actual quantities may be more or less than estimated and will be dictated by MTS' actual needs.

*MTS is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in the bid. Bidders accept responsibility for accuracy and presentation of the bid. If a discrepancy between the unit price and the extended/total exists, the unit price shall prevail.