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San Diego, CA 92101-7490
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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

September 10, 2020

9:00 a.m.

Meeting will be held via webinar

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. Meeting webinar/teleconference instructions can be accessed at the following link:

<https://www.sdmts.com/about-mts-meetings-and-agendas/executive-committee>

ACTION RECOMMENDED

1. ROLL CALL

2. [APPROVAL OF MINUTES – July 16, 2020](#)

Approve

3. PUBLIC COMMENTS

COMMITTEE DISCUSSION ITEMS

4. [Zero Emission Bus Draft Transition Plan \(Mike Wygant, Mark Olson, Denis Desmond & Larry Marinesi Rob Schupp\)](#)

Possible

Action would; 1) Receive a report on the Zero Emission Bus (ZEB) Public Workshop; 2) Provide feedback on alternative draft Transition Plan details; 3) Direct staff to amend the draft Transition Plan to incorporate feedback from public outreach and the Executive Committee; and 4) Direct staff to bring the amended draft ZEB Transition Plan and Rollout Plan to the Board of Directors for approval.

Action

OTHER ITEMS

5. [REVIEW OF DRAFT SEPTEMBER 17, 2020 MTS BOARD AGENDA](#)

6. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

7. NEXT MEETING DATE: October 1, 2020

8. ADJOURNMENT



DRAFT

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

July 16, 2020

MINUTES

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. Note that the meeting was conducted via webinar to comply with public health orders].

1. ROLL CALL

Vice Chair Sotelo-Solis called the Executive Committee meeting to order at 9:31 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. APPROVAL OF MINUTES

Ms. Salas moved for approval of the minutes of the June 11, 2020, MTS Executive Committee meeting. Mr. Arambula seconded the motion, and the vote was 4 to 0 in favor with Chair Fletcher absent.

3. PUBLIC COMMENTS

Toshi Ishihara – Mr. Ishihara provided a written statement to the Executive Committee prior to the meeting. The full written statement is included in the final meeting packet and posted on the MTS website.

COMMITTEE DISCUSSION ITEMS

4. Quarterly Mid-Coast Corridor Transit Project Update (Ramon Ruelas of SANDAG)

Ramon Ruelas of SANDAG provided a presentation on the Quarterly Mid-Coast Corridor Transit Project Update. He reviewed the project alignment; construction progress; Disadvantaged Business Enterprise (DBE) utilization; and construction schedule. Mr. Ruelas provided a construction update and presented photos of ongoing construction. He reviewed the Light Rail Vehicle purchase status; public involvement details; accomplishments from the last quarter; and next steps going forward. Lastly, Mr. Ruelas presented photos of the proposed VA Station designs.

Mr. Ward asked about the public communication processes regarding construction along the Mid-Coast project. Mr. Ruelas replied that the project team works to notify the communities and residents when there will be construction disruptions in the area. The project team provides communications through social media, planning group meetings, and notifications to applicable Council district staff. Mr. Ward asked about the Balboa Avenue Station and Tecolote Station and the development opportunities. Mr. Ruelas stated that there are still opportunities for potential developments at the stations.

Action Taken

Informational only. No action taken.

5. San Diego Transit Corporation (SDTC) Pension Plan Funding of Overpayments (Larry Marinesi)

Sharon Cooney, Chief Executive Officer, introduced this item. She noted that in 2012, the collective bargaining agreement (CBA) was updated and the previous Chief Financial Officer and Controller did not report the change to payroll staff, which directly impacted the way pension calculations were determined. Due to this error, pensioners receiving payments after November 2012 received overpayments in their pension payments. MTS staff discovered this error in a recent audit of pension payments. Staff has since notified the applicable pensioners of the issue and have corrected the pension payments for these specific pensioners. Ms. Cooney noted that staff will be recommending MTS repay the pension plan of the overpayments, rather than penalizing the pensioners for an internal error.

Larry Marinesi, Chief Financial Officer, continued the presentation. He briefly reviewed the history and background of the overpayment issue. Mr. Marinesi provided details regarding the scope and results of the pension recalculations. He discussed the actuarial impacts and overpayment options. Lastly, he reviewed the controls that have been put into place to ensure future overpayments are prevented.

Action Taken

Mr. Ward moved to forward a recommendation to the MTS Board of Directors authorizing the Chief Executive Officer (CEO) to fund a one-time payment to the SDTC Pension Plan relating to cumulative overpayments to respective pension members. Ms. Salas seconded the motion, and the vote was 4 to 0 in favor with Chair Fletcher absent.

6. Affordable Housing Transit Oriented Development – Review of Unsolicited Proposals (Tim Allison)

Ms. Cooney introduced this item. She noted that MTS has received unsolicited proposals from Affirmed Housing for affordable housing developments at Beyer Boulevard Trolley Station and Rancho Bernardo Transit Station.

Tim Allison, Manager of Real Estate Assets, continued the presentation and provided information regarding the developer, Affirmed Housing. He discussed the details of the proposal for Beyer Boulevard Trolley Station and presented the proposed project renderings. Mr. Allison also discussed the details of the proposal for Rancho Bernardo Transit Station and presented the proposed project renderings.

Karen Landers, General Counsel, continued the presentation and discussed the potential impacts of these projects related to Assembly Bill (AB) 1486. She discussed the next steps related to the proposals and noted that staff requests authority to enter into an exclusive negotiating agreement with Affirmed Housing if no competing proposals are received after the AB 1486 noticing requirements.

Mr. Ward stated that he would support moving forward on these projects. He asked about the parking space utilization data at each of the project locations. Ms. Landers noted that the details related to exact number of parking spaces for each project would be negotiated with the developer. Mr. Ward recommended staff work with Councilmember Moreno and Councilmember Kersey on each project since the property locations are in their respective districts.

Action Taken

Mr. Ward moved to authorize staff to enter exclusive negotiating agreements with Affirmed Housing for 100% affordable residential projects at Beyer Boulevard Transit Station and Rancho Bernardo Transit Center. Ms. Salas seconded the motion, and the vote was 4 to 0 in favor with Chair Fletcher absent.

OTHER ITEMS

7. REVIEW OF DRAFT July 30, 2020 BOARD AGENDA

Recommended Consent Items

6. Increased Authorization for Legal Service Contracts to Pay the Projected Expenses in Fiscal Year 2021

Action would authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein, increasing the dollar amount of fifteen (15) legal services contracts by \$2,135,000 to cover anticipated fiscal year 2021 (FY21) expenses.

7. Fiscal Year 2021 Transportation Development Act Claim

Action would adopt Resolution Nos. 20-9, 20-10, and 20-11 approving Fiscal Year (FY) 2021 Transportation Development Act Article 4.0, 4.5, and 8.0 claims.

8. LiveScan Authorization for Drivers of For-Hire Vehicles

Action would approve Resolution No. 20-12 authorizing staff to execute a request to the California Department of Justice to allow LiveScan fingerprinting as it relates to drivers of for-hire vehicles.

9. Building C – Wheel Truing Machine Removal, Reinstallation and Testing – Work Order Under a Job Order Contract (JOC) Award

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC275-09, under MTS Doc. No. PWG275.0-19 with ABC Construction Co., Inc. (ABC) for the provision of labor, materials, equipment, and supplies for Building C – Wheel Truing Machine Removal, Reinstallation, and Testing in the amount of \$371,330.00 plus the payment of applicable Job Order Contracting (JOC) administrative fees, for a total cost of \$381,307.15.

10. Revisions to Taxicab Advisory Committee Guidelines

Action would approve the proposed revisions to the Taxicab Advisory Committee Guidelines.

11. Davra Networks, RuBAN Software and Support for Trolley Public Announcement System Enhancement and Adding Natural Language Processing – Contract Amendment

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. No. G2071.0-18 with Davra Networks, increasing the contract value in the amount of \$788,200.00, bringing the contract total to \$1,550,000.00.

12. Task Order Contract Approval to Provide Design Services for Iris Rapid Route and Station Infrastructure Improvements

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-54 to MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment A) with

Dokken Engineering (Dokken) in the amount of \$810,412.04 to provide design services for the Iris Rapid Route and Station Infrastructure Improvements.

13. Variable Message Signs (VMS) Display Assemblies for the Mid-Coast Trolley Extension Project – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1543.0-20, with Nanov Display, Inc., for the supply of VMS Display Assemblies for the Mid-Coast Trolley Extension Project in the amount of \$717,701.25.
14. Marketing and Community Outreach Services – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2317.0-20 with Brown Marketing Strategies, Inc. (a Disadvantaged Business Enterprise (DBE)) for the provision of Marketing and Community Outreach Services for a period of three (3) base years and two (2) one-year options for a total of five (5) years in the amount of \$295,172.74.
15. Old Town Transit Center (OTTC) West Improvements Projects – Additional Design Services – Task Order Amendment
Action would: (1) Ratify Task Order 13.18.03 under MTS Doc No. G1493.0-13 with Kimley-Horn and Associates (KHA) totaling \$98,973.47, for design revisions; and (2) Authorize the Chief Executive Officer (CEO) to execute Task Order 13.18.04 under MTS Doc No. G1493.0-13, with KHA totaling \$128,357.15, for preparation of construction and supporting documents as well as required coordination.
16. Janitorial Services – Ratification of Amendments
Action would ratify Amendments 14 and 15 to MTS Doc. No. G1931.0-16 with NMS Management Inc., a Disadvantaged Business Enterprise (DBE), for janitorial services, increasing the contract total by \$141,360.00 to a new not-to-exceed amount of \$8,557,658.54.
17. Verizon Wireless Cellular Data Service for Paratransit Mobile Data Terminal/Automatic Vehicle Locator – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2384.0-20, with Cellco Partnership dba Verizon Wireless, for Paratransit Cellular Data Services for five (5) years in the amount of \$204,000.00
18. Conduent Transport Solutions, Inc. Single Sign On and Autonomous Tracking Mode Software Changes to Regional Transit Management System (RTMS) – Contract Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc No. G2260.0-19, with Conduent Transport Solutions, Inc., increasing the contract value by \$466,248.00, bringing the total contract amount to \$7,009,147.06.
19. Purchase of Polycarbonate Panels – Emergency Contract Ratification
Action would ratify a purchase order with MGM Plastics, Inc. in the amount of \$108,747.77
20. Purchase of Bus Parts – Contract Awards
Action would: (1) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. B0701.0-19, with The Aftermarket Parts Company, LLC, in the amount of \$807,836.67; and (2) Execute MTS Doc. No. B0717.0-20, with Trolley Support LLC, for a four-year contract (2-year base with two 1-year options) for the provision of various replacement bus parts in the amount of \$133,920.00.

21. Siemens Industry, Inc. (Siemens) Traction Power Substations (TPSS) Procurement – Contract Amendment

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 18 to MTS Doc No. L1032.0-12 with Siemens Industry, Inc. not to exceed \$160,257.31 for TPSS storage costs.

8. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA

Ms. Cooney noted that she would be presenting at the upcoming joint SANDAG Transportation Committee/Regional Planning Committee/Borders Committee meeting regarding the response MTS has undertaken during the COVID-19 health pandemic.

9. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

Vice Chair Sotelo-Solis commented about the recent navy ship fire and the negative impacts on air quality in South Bay. She asked if the fire impacted any MTS transit operations. Ms. Cooney stated that service operations have not been impacted, but staff working in the maintenance yards were initially feeling the effects from the smoke and poor air quality.

10. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for August 6, 2020, at 9:00 a.m.

11. ADJOURNMENT

Vice Chair Sotelo-Solis adjourned the meeting at 10:35 a.m.

Chairperson

Attachment: Roll Call Sheet

EXECUTIVE COMMITTEE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ROLL CALL

MEETING OF (DATE) July 16, 2020

CALL TO ORDER (TIME) 9:31 a.m.

RECESS _____

RECONVENE _____

CLOSED SESSION _____

RECONVENE _____

ADJOURN 10:35 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ARAMBULA	<input checked="" type="checkbox"/> (Hall) <input type="checkbox"/>	9:31 a.m.	10:35 a.m.
FLETCHER (Chair)	<input type="checkbox"/> (Cox) <input type="checkbox"/>		
SALAS	<input checked="" type="checkbox"/> (Sandke) <input type="checkbox"/>	9:31 a.m.	10:35 a.m.
SOTELO-SOLIS	<input checked="" type="checkbox"/> (Vice Chair – no alternate)	9:31 a.m.	10:35 a.m.
WARD	<input checked="" type="checkbox"/> (Montgomery) <input type="checkbox"/>	9:31 a.m.	10:35 a.m.

SIGNED BY THE CLERK OF THE BOARD:

for Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL:

[Signature]



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Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

EXECUTIVE COMMITTEE

September 10, 2020

SUBJECT:

ZERO EMISSION BUS DRAFT TRANSITION PLAN (MIKE WYGANT, MARK OLSON, DENIS DESMOND & LARRY MARINESI)

RECOMMENDATION:

That the Executive Committee:

- 1) Receive a report on the Zero Emission Bus (ZEB) Public Workshop;
- 2) Provide feedback on alternative draft Transition Plan details;
- 3) Direct staff to amend the draft Transition Plan to incorporate feedback from public outreach and the Executive Committee; and
- 4) Direct staff to bring the amended draft ZEB Transition Plan and Rollout Plan to the Board of Directors for approval.

Budget Impact

None at this time.

DISCUSSION:

The Innovative Clean Transit (ICT) rule passed in December of 2018 by the California Air Resources Board (CARB) mandated a purchase requirement of ZEBs for transit operators with fleets larger than 100 buses starting in 2023. The ICT requires transit agencies to submit a Rollout Plan to CARB to indicate compliance with the ZEB purchase mandate.

In preparation for completion of the Rollout Plan, MTS and its consultant, Center for Transportation and the Environment (CTE), prepared a draft Transition Plan. The Rollout



Plan was due to CARB on June 30, 2020, but CARB agreed to allow for delayed submissions in recognition of the challenges in gaining public and Board input during the COVID-19 pandemic.

On June 18, 2020, MTS staff provided a presentation on the draft Transition Plan and requested approval from the Board of Directors to file an extension with CARB in submitting MTS's ZEB Rollout Plan.

Today's staff report to the Executive Committee includes feedback received from the ZEB Public Outreach conducted on July 21, 2020, as well as additional feedback collected during and after the June 18, 2020 Board of Directors meeting. Incorporated in the staff report are considerations for amending the draft Transition and Rollout Plans to include:

- Prioritizing deployment of ZEB's in disadvantaged communities
- Workforce development and certification language
- Consideration of two new scenarios: accelerated transition option #1 (25% purchase requirements 2020-2022) and accelerated transition option #2 (100% ZEB by 2030)

Staff requests that the Executive Committee provide additional feedback so that staff can amend the draft Transition Plan and Rollout Plan prior to taking a recommendation to the Board of Directors.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. ~~Draft~~ Final Presentation

Zero Emission Bus (ZEB) Draft Transition Plan

MTS Executive Committee Meeting
September 10, 2020

Today's Discussion

- Public Engagement
- Deployment Plan
- Alternative Fleet Transitions
- Greenhouse Gas Analysis
- Cost Analysis
- Next Steps



Public Workshop Results

Participants: ~125 (English/Spanish)

Four presentation sections:

- MTS Electric Bus Pilot Update
- MTS Draft Transition Plan
- Greenhouse Gas Emission Benefit Study
- Implementation in Disadvantaged Communities

Workshop Results

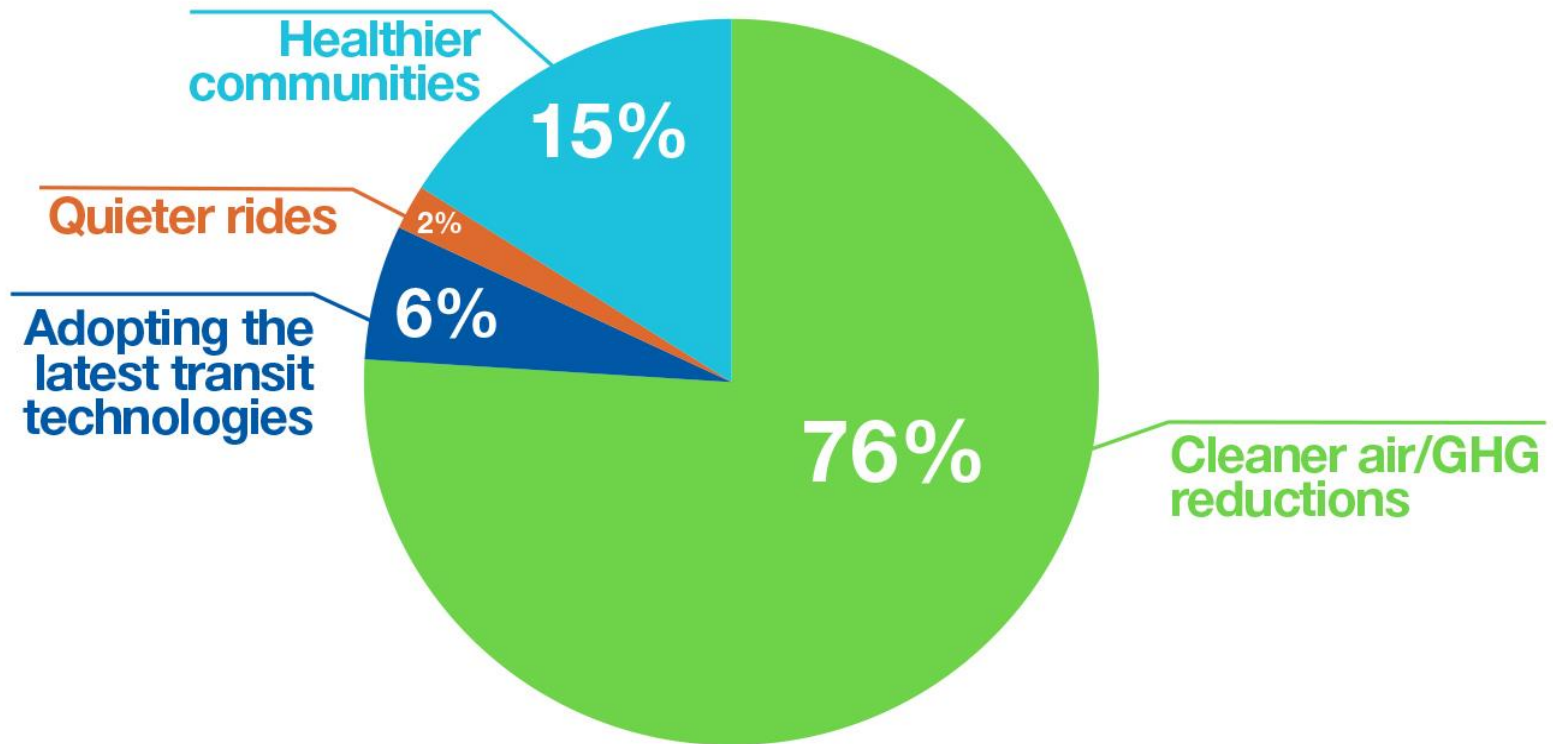
- Overall, participants felt MTS is on the right track with this transition plan
- Participants overwhelmingly want MTS to prioritize ZEB rollout in Disadvantaged Communities
- Majority did not want to sacrifice current service levels to speed transition
- Participants want ZEB transition to happen as fast as possible



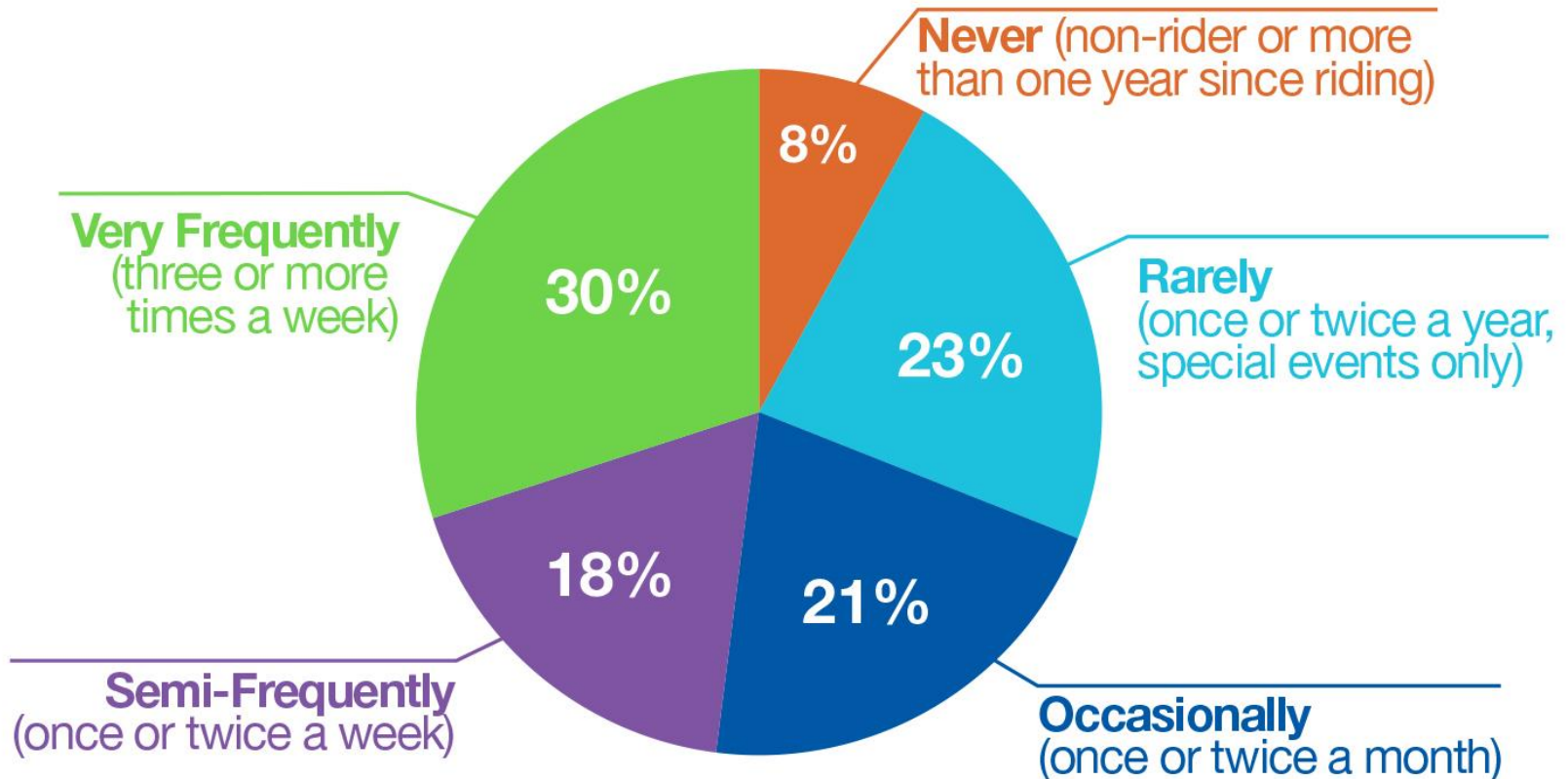
Question Themes Asked by Public

- ZEB deployment strategy – where?
- Cost of ZEB vs. CNG
- Funding sources for extra cost
- Impact to current service levels
- Paratransit and Minibuses
- Additional scenarios
 - 25% of bus purchases from 2020-23 are ZEB
 - 10-year transition, rather than 20
- In-route charging vs. depot charging

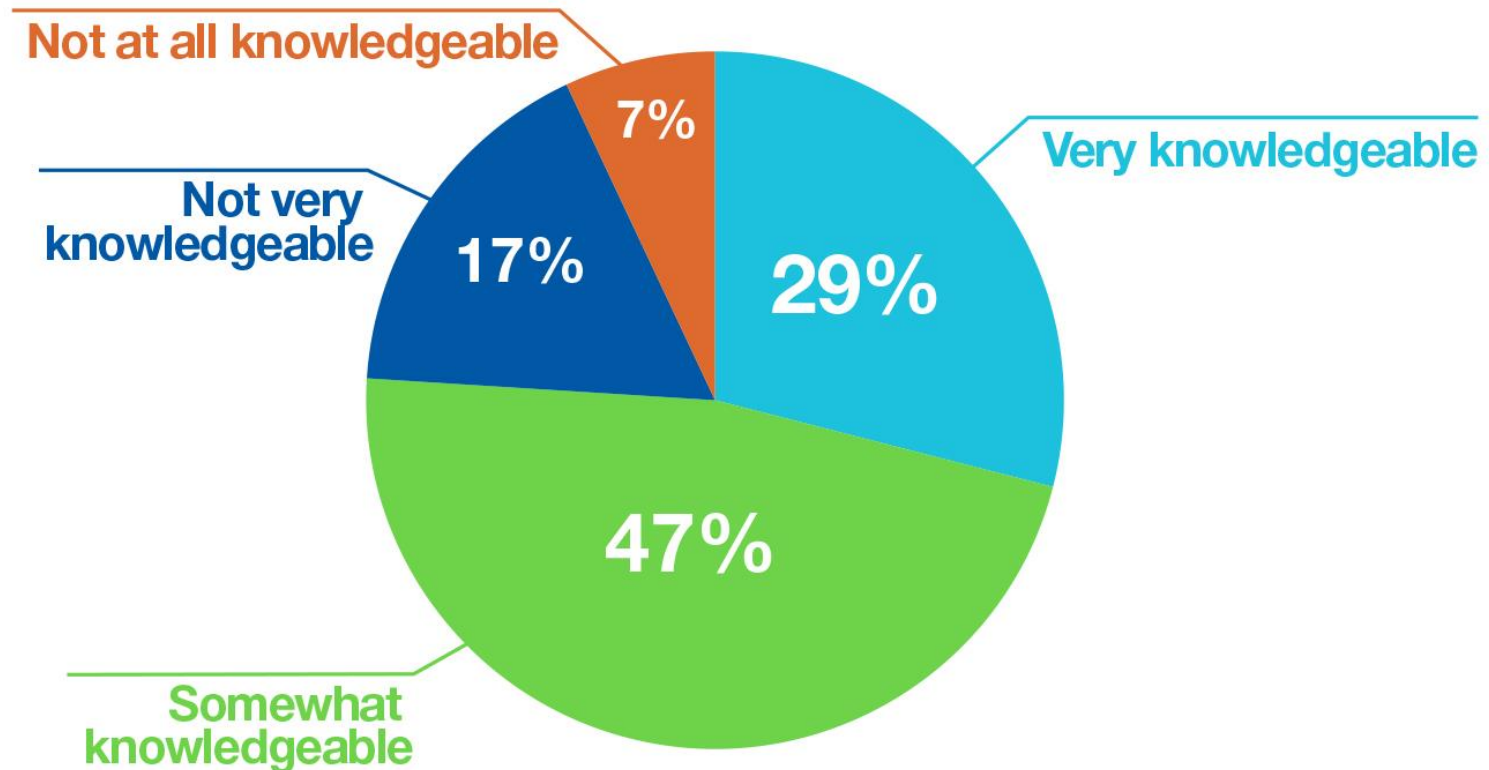
What comes to mind first when you hear “zero emissions bus fleet?”



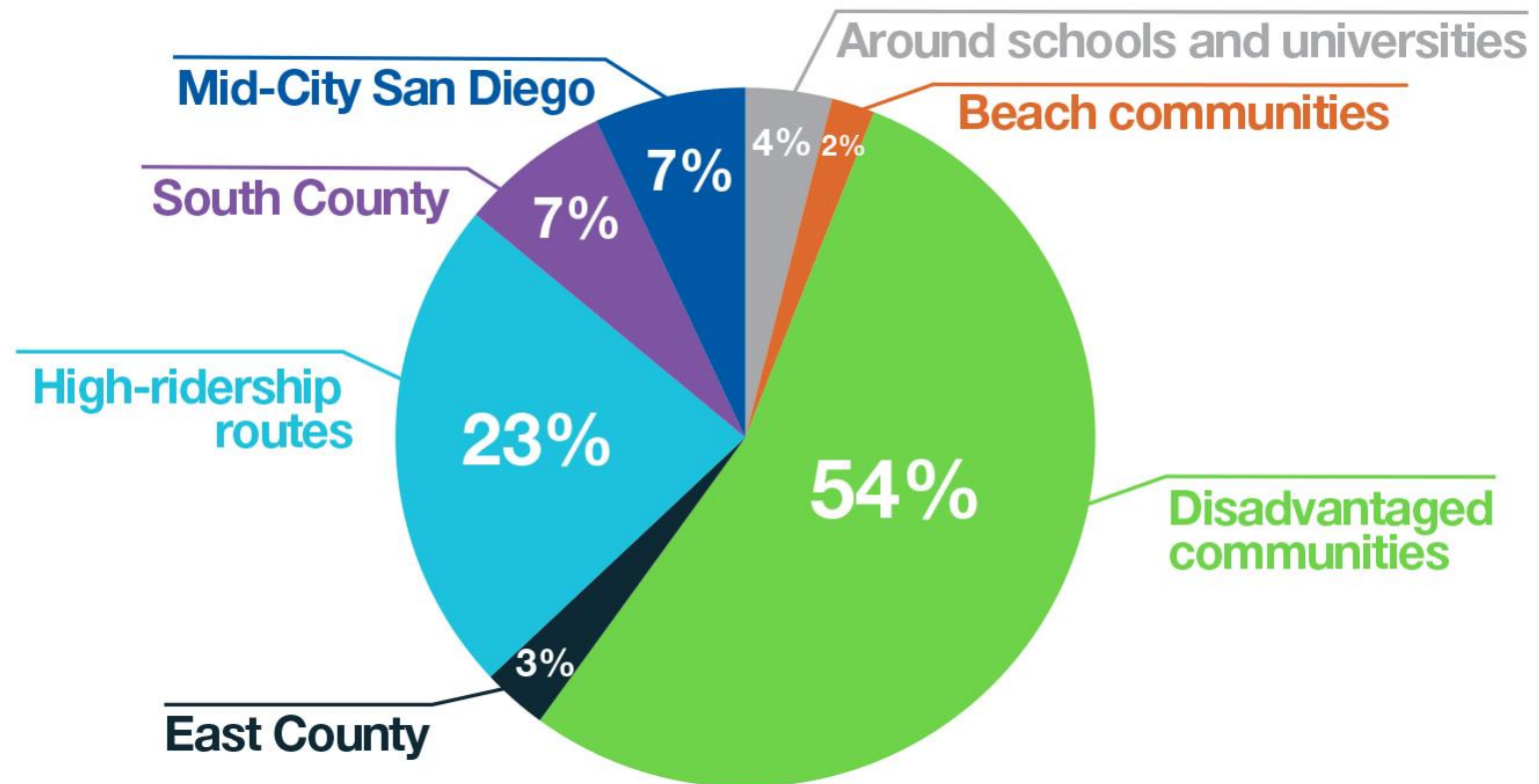
Prior to COVID-19, how often did you ride MTS?



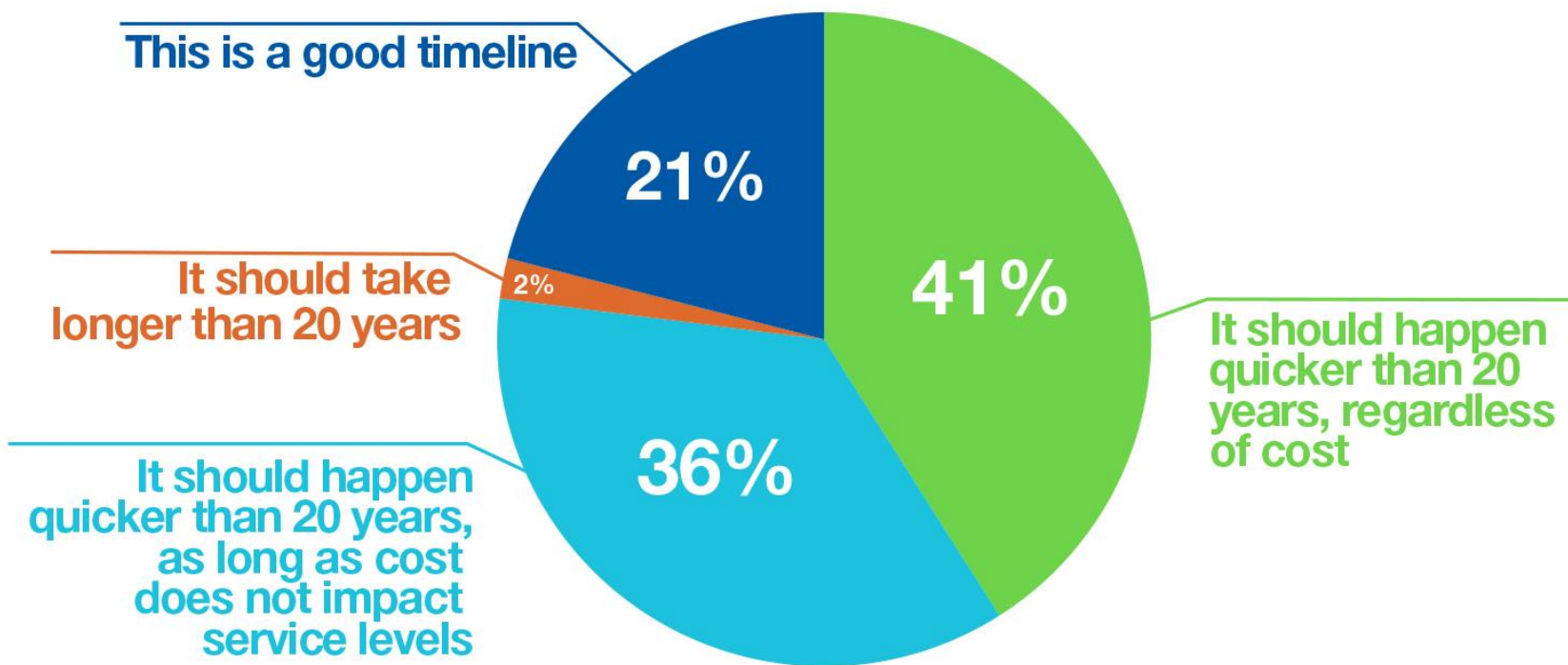
How would you describe your level of knowledge about zero-emissions vehicles such as electric buses?



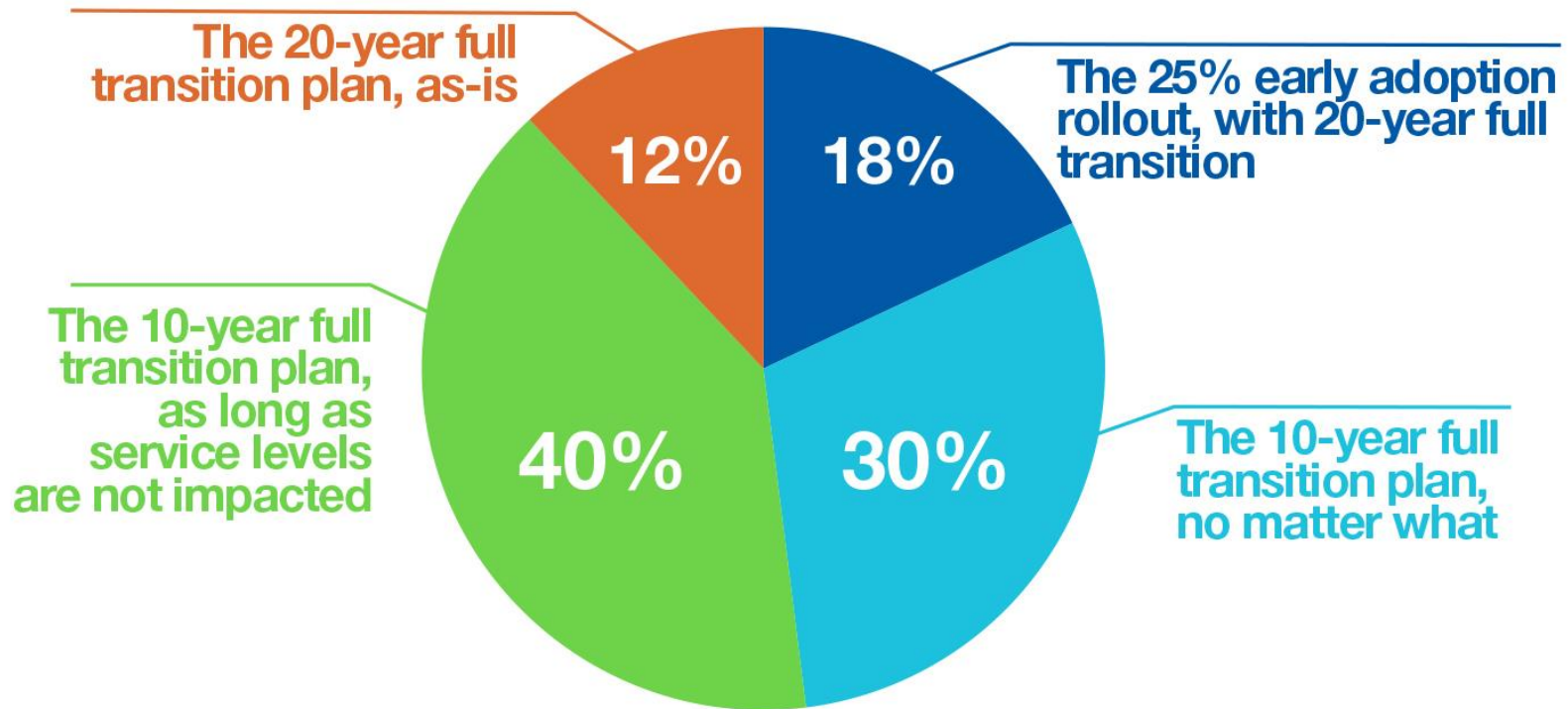
What parts of the region would you like to see MTS prioritize ZEB rollout?



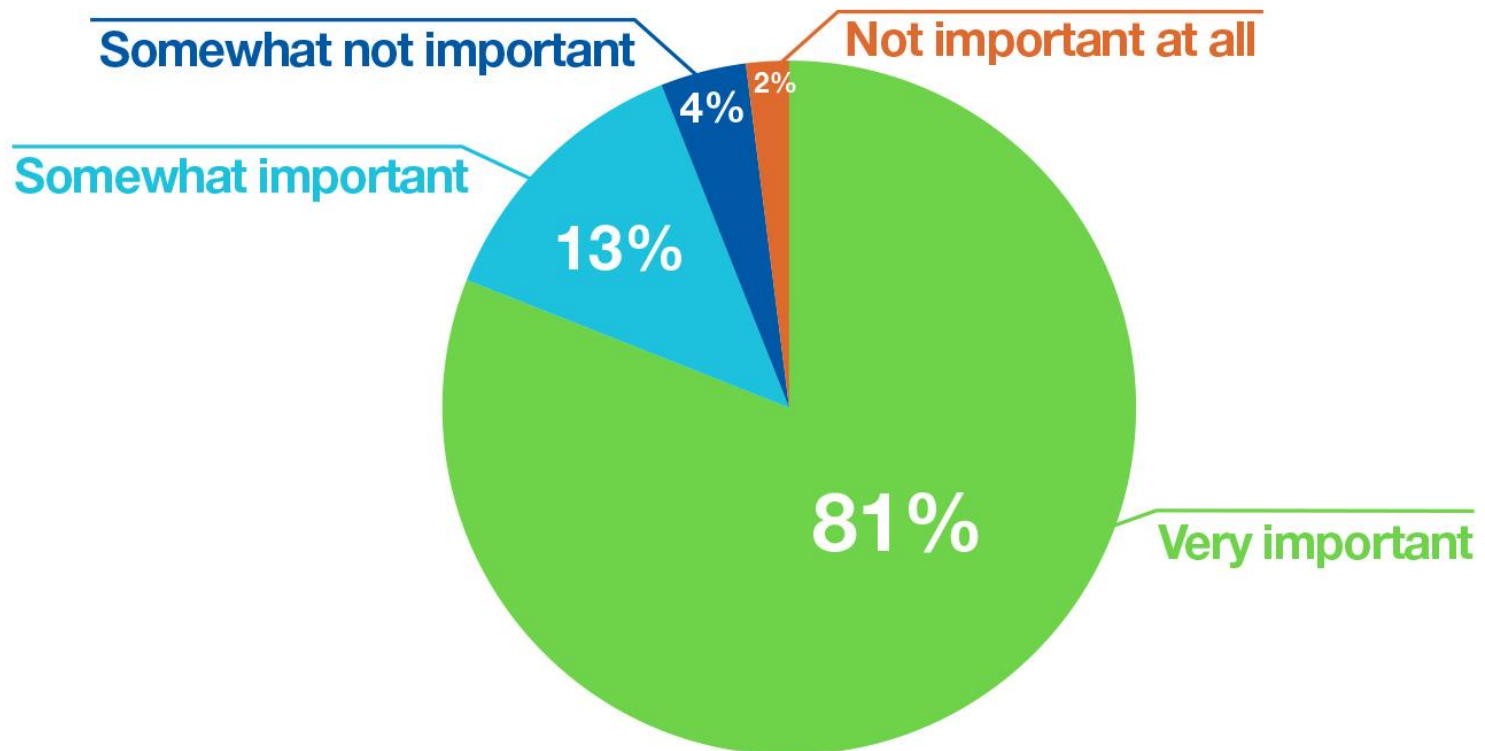
What do you think about a 20-year conversion path for 800 buses?



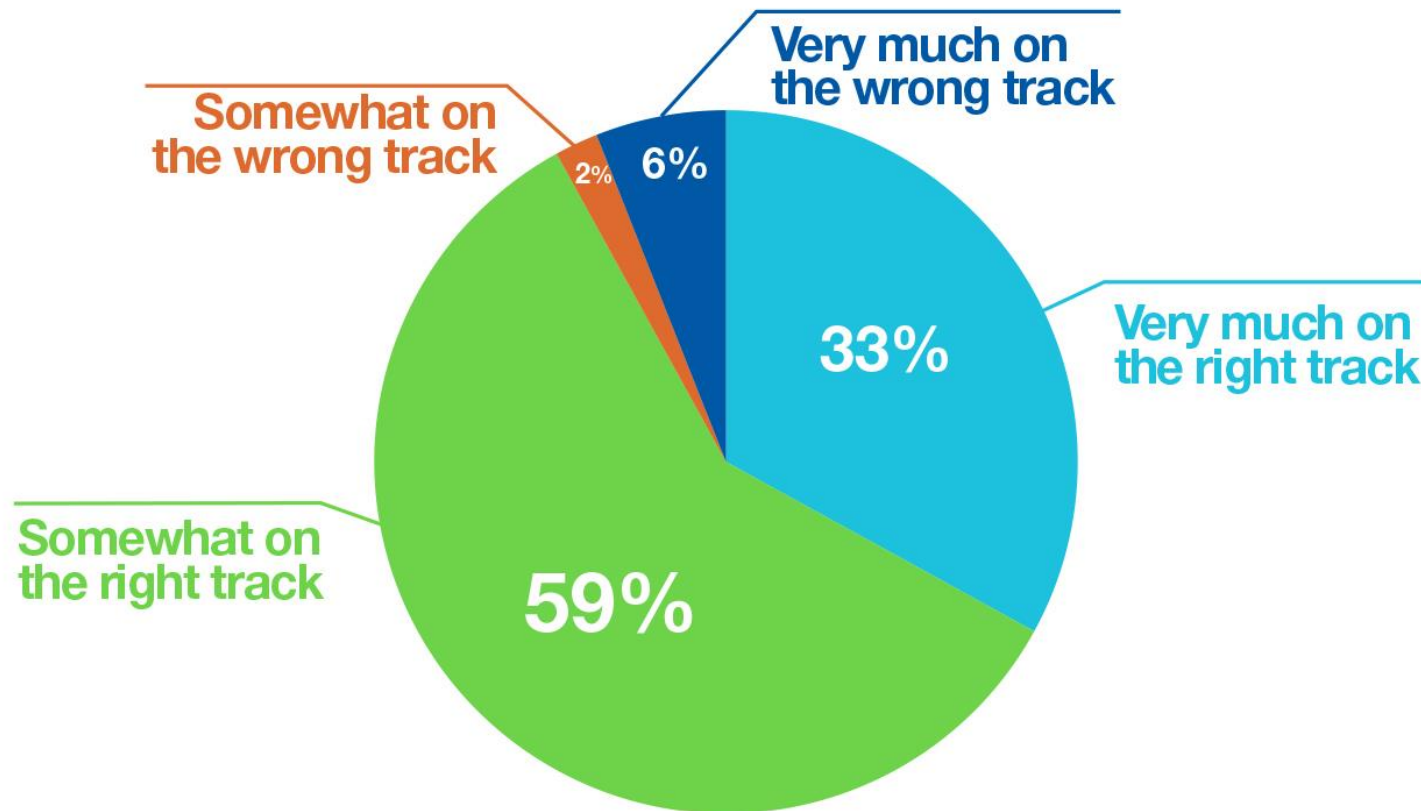
After seeing the difference in GHG emissions for three different scenarios, I think the best plan is:



How important is it to you that deployment of zero-emission buses in Disadvantaged Communities (DACs) are prioritized over other areas?



As an initial reaction do you think MTS is on the right track with this 20-year/2040 transition plan?

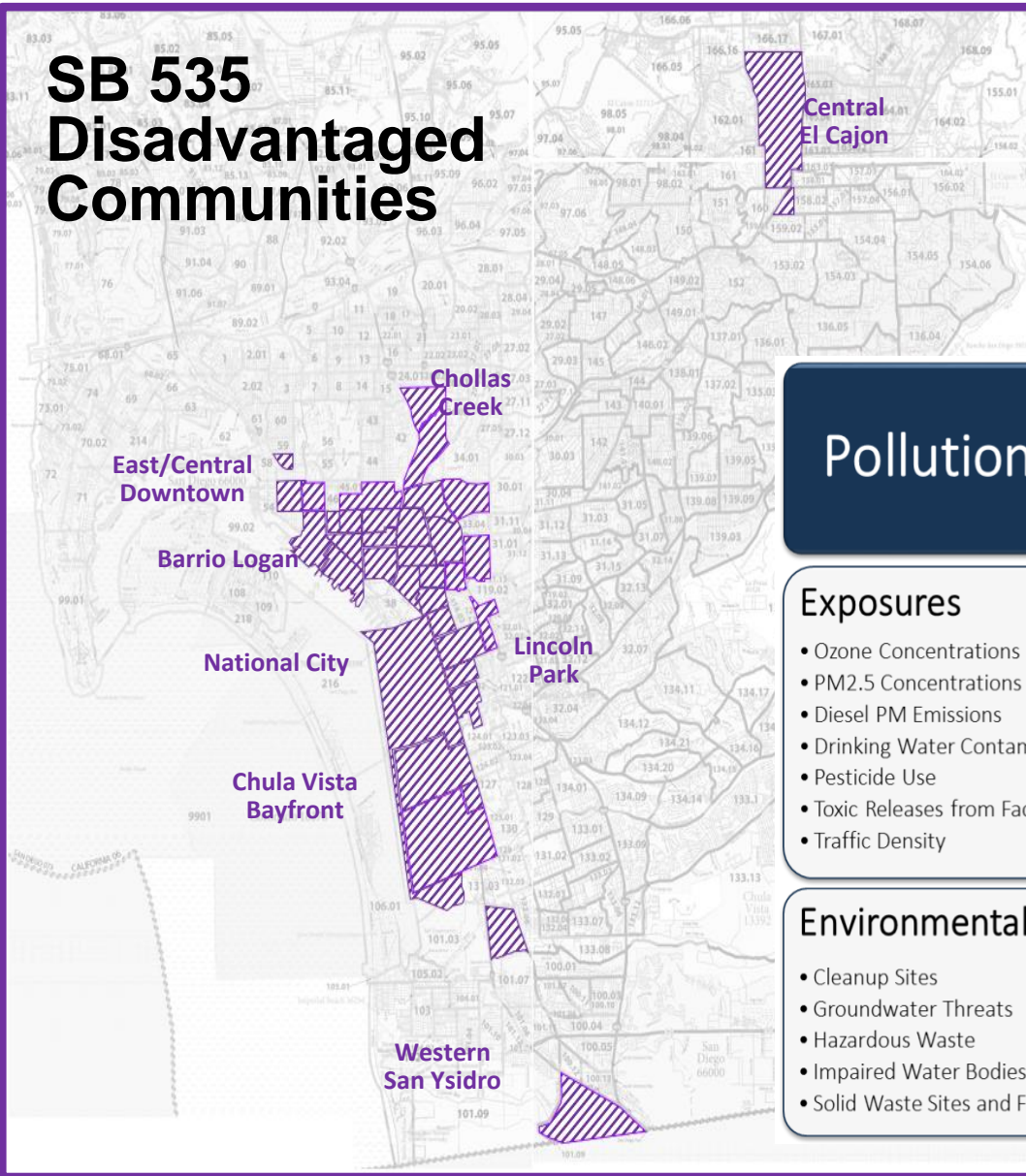


Today's Discussion

- Public Engagement
- **Deployment Plan**
- Alternative Fleet Transitions
- Greenhouse Gas Analysis
- Cost Analysis
- Next Steps



SB 535 Disadvantaged Communities



Pollution Burden

Exposures

- Ozone Concentrations
- PM2.5 Concentrations
- Diesel PM Emissions
- Drinking Water Contaminants
- Pesticide Use
- Toxic Releases from Facilities
- Traffic Density

Environmental Effects

- Cleanup Sites
- Groundwater Threats
- Hazardous Waste
- Impaired Water Bodies
- Solid Waste Sites and Facilities

Population Characteristics

Sensitive Populations

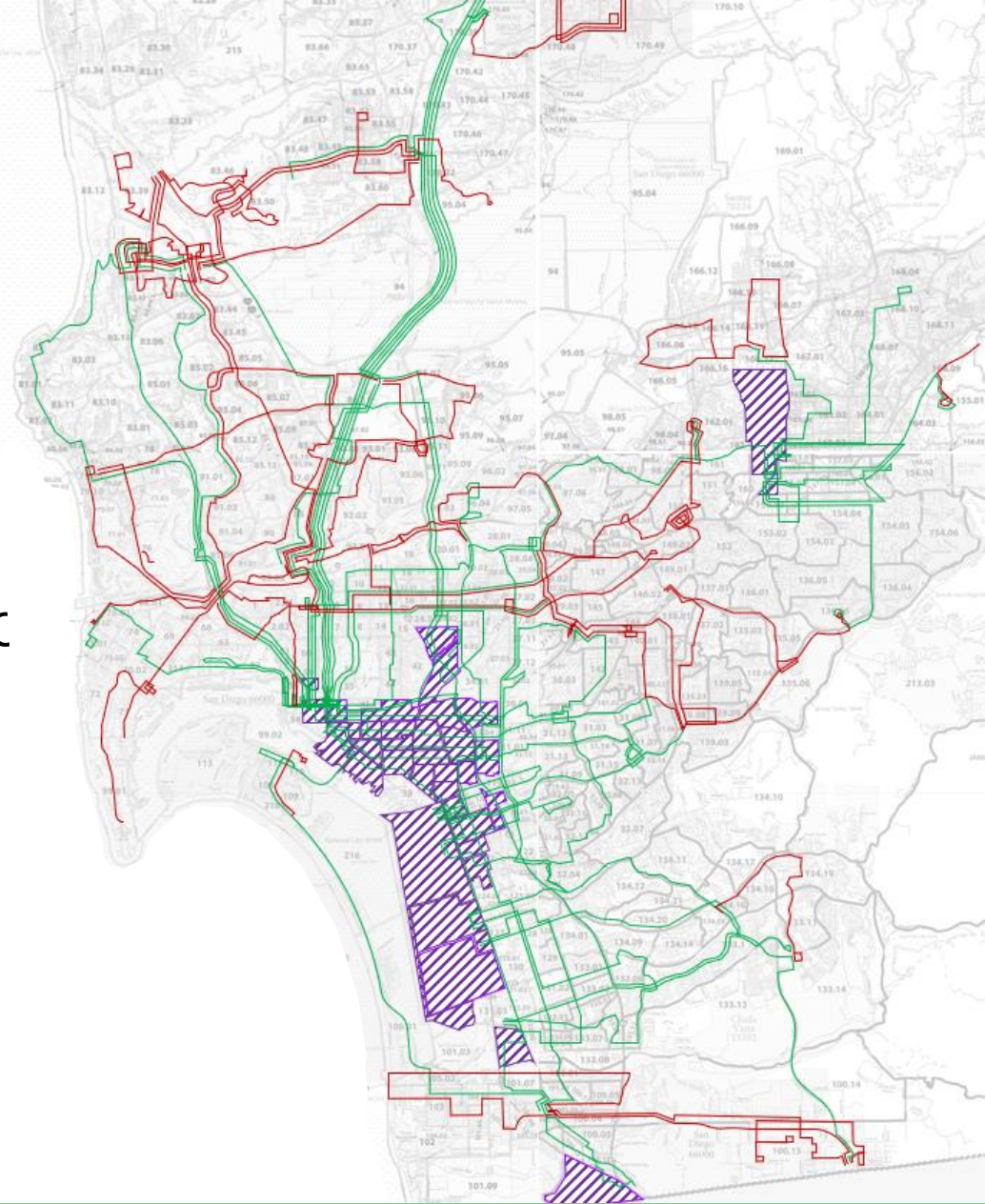
- Asthma Emergency Department Visits
- Cardiovascular Disease (Emergency Department visits for Heart Attacks)
- Low Birth-Weight Infants

Socioeconomic Factors

- Educational Attainment
- Housing Burdened Low Income Households
- Linguistic Isolation
- Poverty
- Unemployment

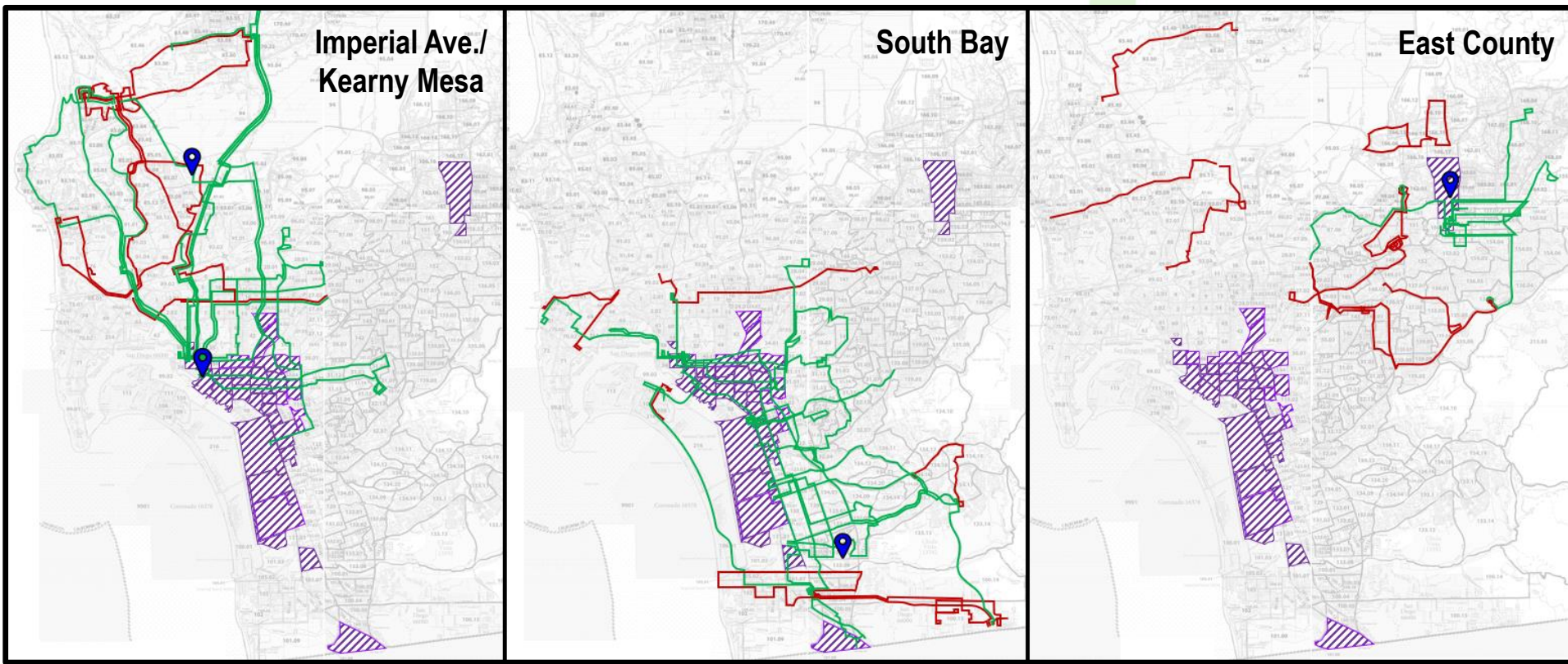
MTS Bus Network Map

- Green Lines = DAC Routes
(at least one stop in an SB 535 DAC)
- Red Lines = Non-DAC Routes
(no stops in an SB 535 DAC)



DAC Routes by Division

- Divisions require charging infrastructure
 - Prioritize charging infrastructure
 - How many DAC-serving routes operate from each division?



DAC Routes by Division

TOTALS (40' + 60' Buses)	IAD + KMD	SBD	ECD
All Routes	26	29	17
DAC Routes	15	20	7
Percentage of DAC Routes	57.7%	69.0%	41.2%

All Annual Ridership	22,396,771	19,525,035	4,234,546
DAC Route Annual Ridership	14,671,571	14,787,769	1,841,041
Percentage of Riders on DAC Routes	65.5%	75.7%	43.5%

<i>Excluding "end-of-line" DAC Routes</i>	IAD + KMD	SBD	ECD
All Routes	26	29	17
DAC Routes	3	11	2
Percentage of DAC Routes	11.5%	37.9%	11.8%

All Annual Ridership	22,396,771	19,525,035	4,234,546
DAC Route Annual Ridership	3,648,391	10,902,906	414,144
Percentage of Riders on DAC Routes	16.3%	55.8%	9.8%

ZEB Deployment Plan

- Proposed Charging Infrastructure Priority
 1. South Bay
 2. Imperial Ave.
 3. Kearny Mesa
 4. East County
- Proposed Route Assignment Priority
 - Buses assigned on a daily basis, with ZEBs prioritized to routes in disadvantaged communities
 - DAC route listing kept updated for Operations Divisions (route changes, ridership, CalEnviroscreen updates)
 - Bus assignment tracking for accountability
 - Constraints
 - Range limitations vs. route block lengths
 - Bus types & availability (40' vs. 60')
 - Other considerations: interlines mix DAC and non-DAC routes; standbys and unplanned events require flexibility
 - 60 Iris Rapid (non-DAC route) to use ZEBs per grant requirements

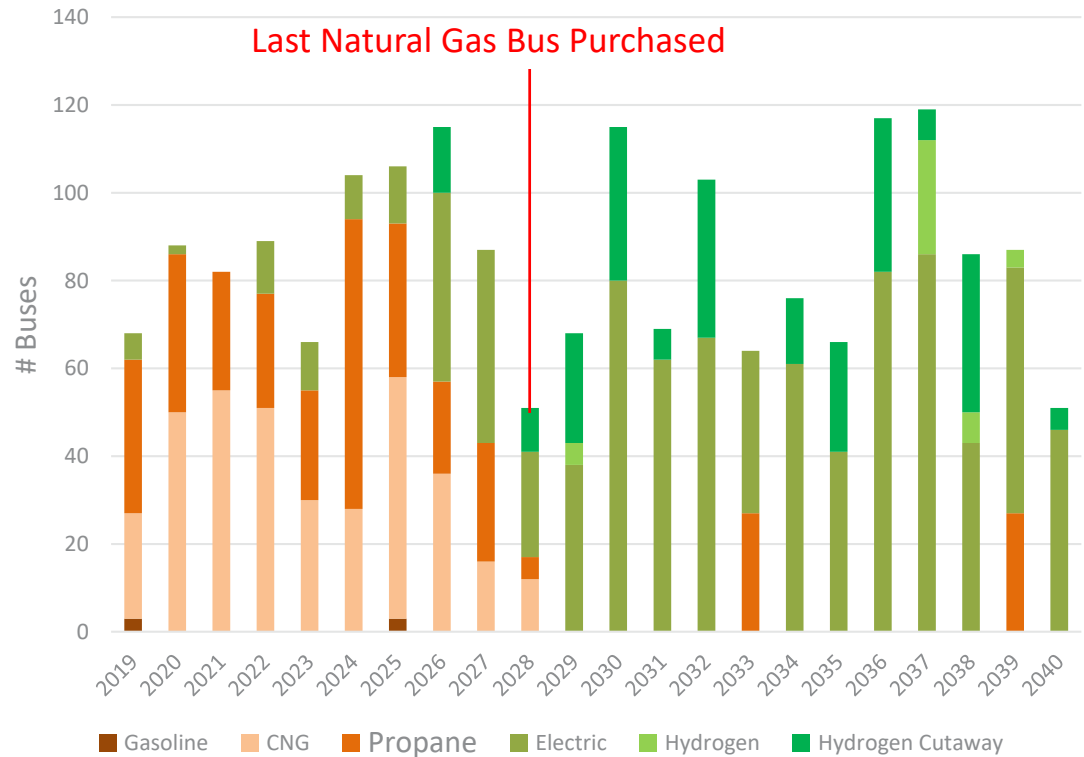
Today's Discussion

- Public Engagement
- Deployment Plan
- **Alternative Fleet Transitions**
- Greenhouse Gas Analysis
- Cost Analysis
- Next Steps



Proposed (June) – Mixed Fleet 2040

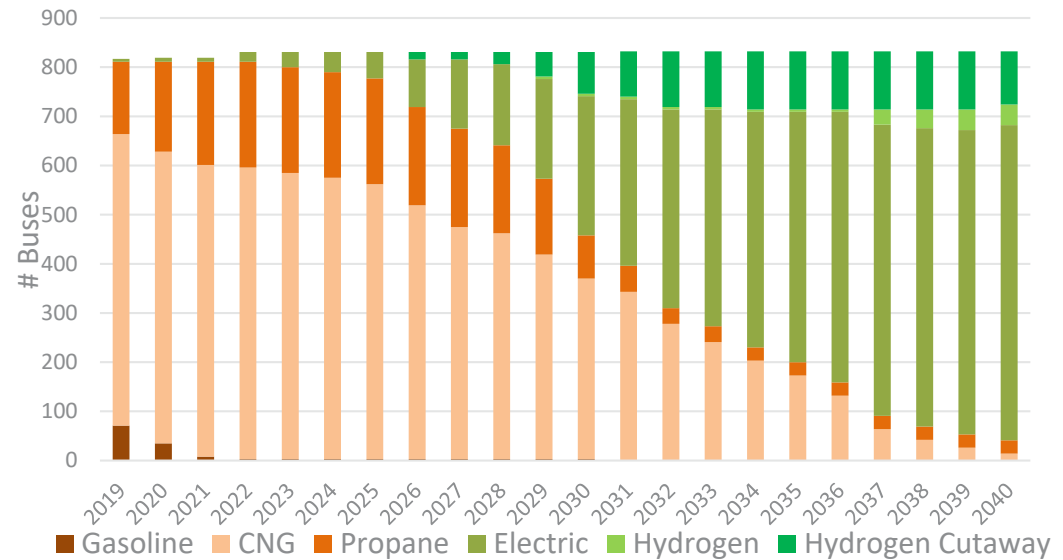
- Vehicles
- Infrastructure
- Costs
- Workforce Development



Proposed (June) - Mixed Fleet 2040

- Vehicles:

- Mixed fleet (BEB & FCEB)
 - Prioritizing technology
- BEB can meet 49% of route schedules
- Minibus considerations



- Infrastructure:

- Gantry systems
- Grid upgrades
- Redundancy
- Two buses per charger
 - Charge management



Proposed (June) – Mixed Fleet 2040

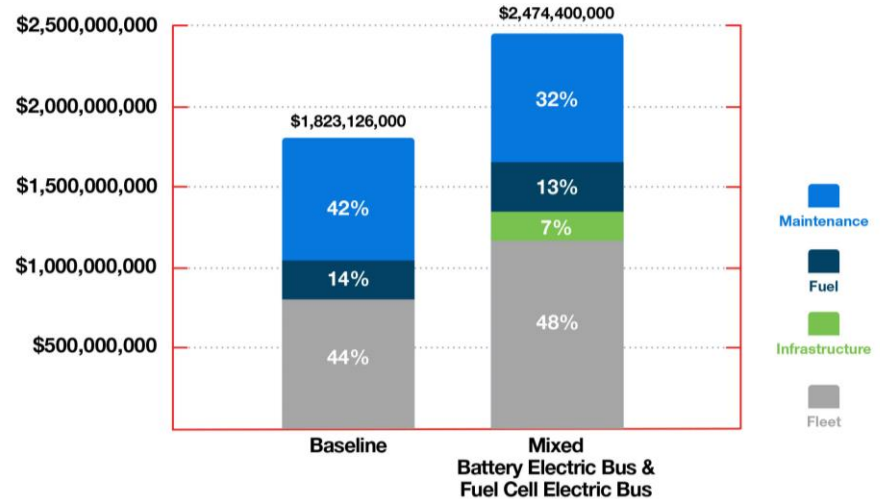
- Costs: \$2,474,400,000

- Vehicles: \$1,181,414,000
- Infrastructure: \$164,915,000
- Fuel: \$323,380,000
- Maintenance: \$804,691,000
- Incremental cost over baseline: **\$651,274,000**

- Workforce Development:

- CARB regulation requirements
- Maintenance training modules
- Staff & regional partner training

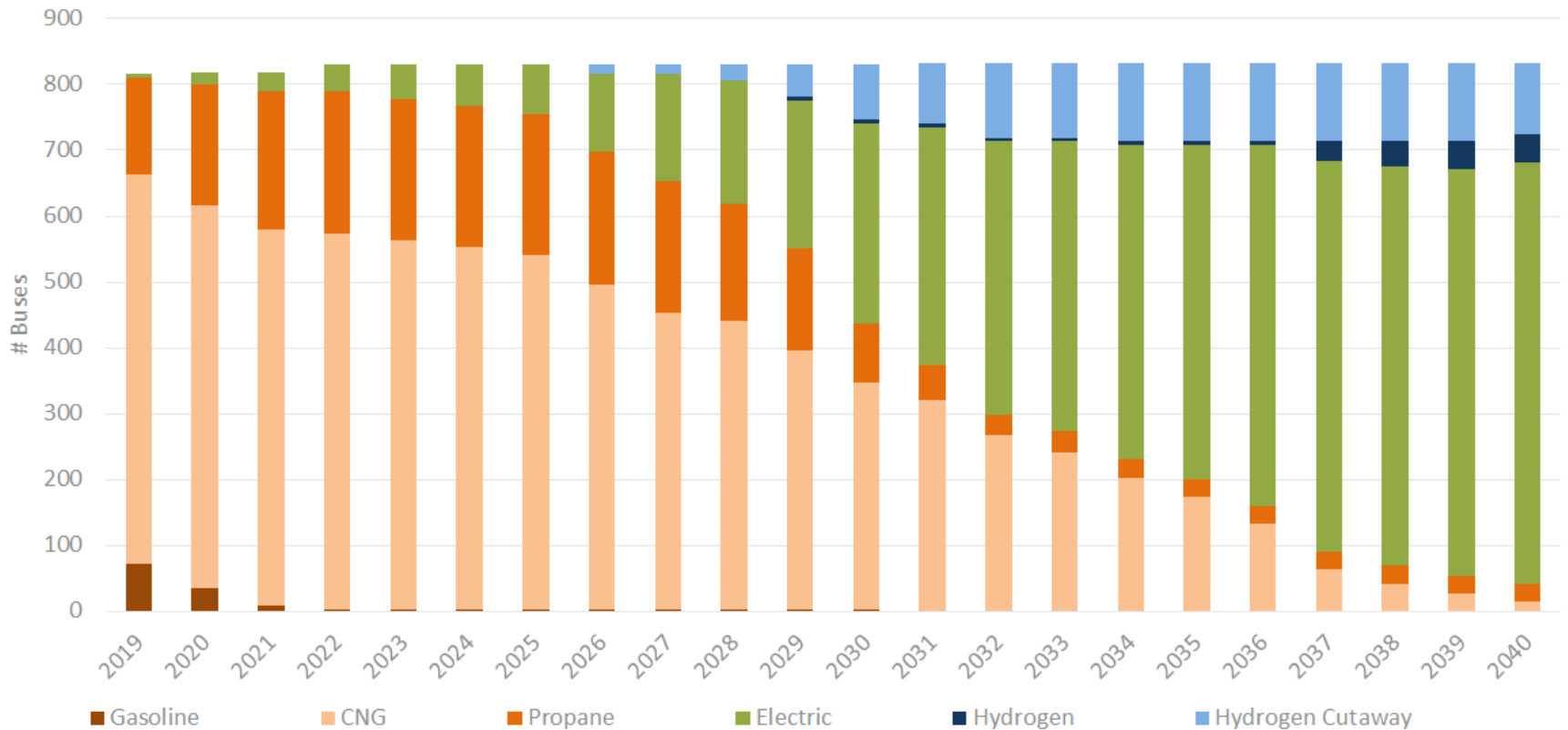
TOTAL TRANSITION COSTS
2020-2040



Workforce Development

- ICT Regulation requires agencies to outline how ZEB training will be incorporated in current training programs
- Training will be completed through a combination of in-house, vendor and Original Equipment Manufacturers (OEM)
- MTS's workforce training includes incorporating ZEB training into current State accredited Apprentices Program
- Installation, maintenance or modification to vehicle chargers, or charging infrastructure requires Electric Vehicle Infrastructure Training Program (EVITP) certification

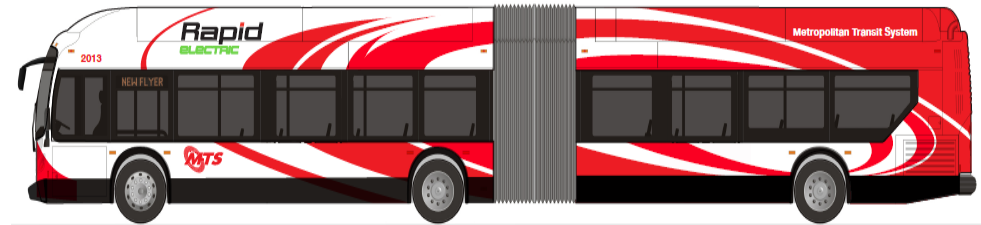
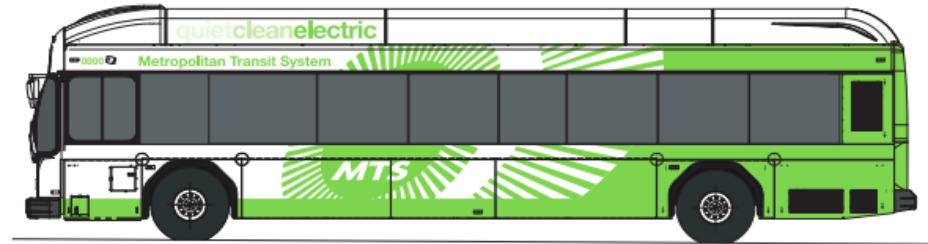
Alternative: 25% Early Adoption Pathway



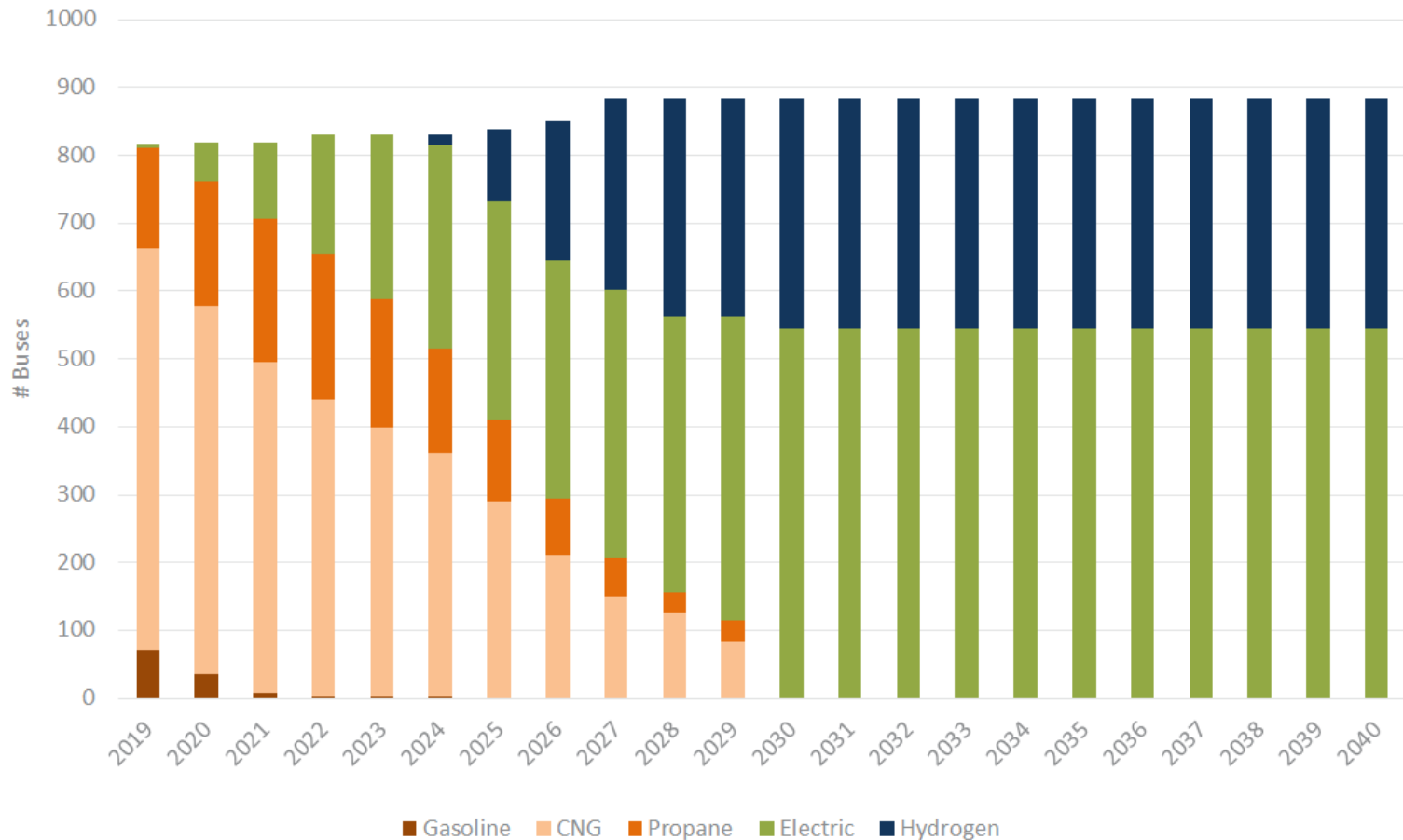
Assumes purchase of 25% ZEBs 2020-2022 prior to CARB ICT mandate; only applicable to 40' bus purchases

25% Early Adoption Pathway Considerations

- Infrastructure
 - Construction timelines
- Bus production schedule
- 2020 – Purchased 2 Gillig BEBs
- 2021 – **5 BEBs instead of CNG** – 13% total annual purchase
- 2022 – 12 Artic BEBs - 25% total annual purchase



Alternative: 2030 Pathway



Assumes ZEB transition by 2030; scenario requires purchase of multiple vehicles to replace a single vehicle in some instances and therefore increase in fleet size

2030 Pathway Considerations

- Infrastructure
- Bus range limitations
- Early retirement of buses
- Additional facility
- Compressed funding gaps
- GHG increase with more fuel cell buses (well-to-wheel)



Infrastructure/Range Limitations

Infrastructure

- Infrastructure for 150 buses as of today
- Annually infrastructure for 50 additional buses
- SDG&E timeline

Range Limitations

- Only 150 miles
- 49% of bus schedules can be met
- Only 20% of Minibus schedules can be met
- Additional buses to meet ranges

Total Transition Costs

Total Costs (20 Years)	Current Experience (All CNG)	MTS 2040 (June Staff Proposal)	2040 + 25% Acceleration	2030 100% ZEB Transition
Fleet	\$ 808,294,000	\$ 1,181,414,000	\$ 1,190,130,000	\$ 1,490,353,000
Fuel	252,569,000	323,380,000	328,618,000	480,945,000
Infrastructure	-	164,915,000	165,483,000	137,824,000
Maintenance	762,263,000	804,691,000	806,232,000	853,955,000
New Facility	-	184,000,000	184,000,000	184,000,000
Vehicle Early Retirement (FTA)	-	-	-	19,512,000
Additional Labor (Fleet Requirements)	-	-	-	10,951,000
Total	\$ 1,823,126,000	\$ 2,658,400,000	\$ 2,674,463,000	\$ 3,177,540,000
Change from Current		835,274,000	851,337,000	1,354,414,000
Additional Funding from Proposal			16,063,000	519,140,000
Required Funding in First 8 Years		334,109,600	340,534,800	948,089,800
Approximate Annual Funding Requirement (Next 8 Years)		42,000,000	43,000,000	119,000,000

2030 - Early Path Consideration Summary

- Total estimated increase of approximately **\$519,140,000** between 2020 and 2040 (compare to the proposed mixed fleet option)
- Estimated increase in fleet size of 52 vehicles to meet range requirements required to meet timeline of 100% ZEB by 2030
- Increase in the number of FCEBs required to meet range requirements (339 vs.150) compared to Mixed Fleet Scenario
- Accelerate new facility (\$184 million)
- Long-term increase in operating costs driven by cost of hydrogen fuel
- Requires early retirement of vehicles prior to the end of their service life; costs to retire vehicles early are not included in the costs
 - Vehicles would need to be sold; depreciated value returned to the FTA

2030 - Path Considerations

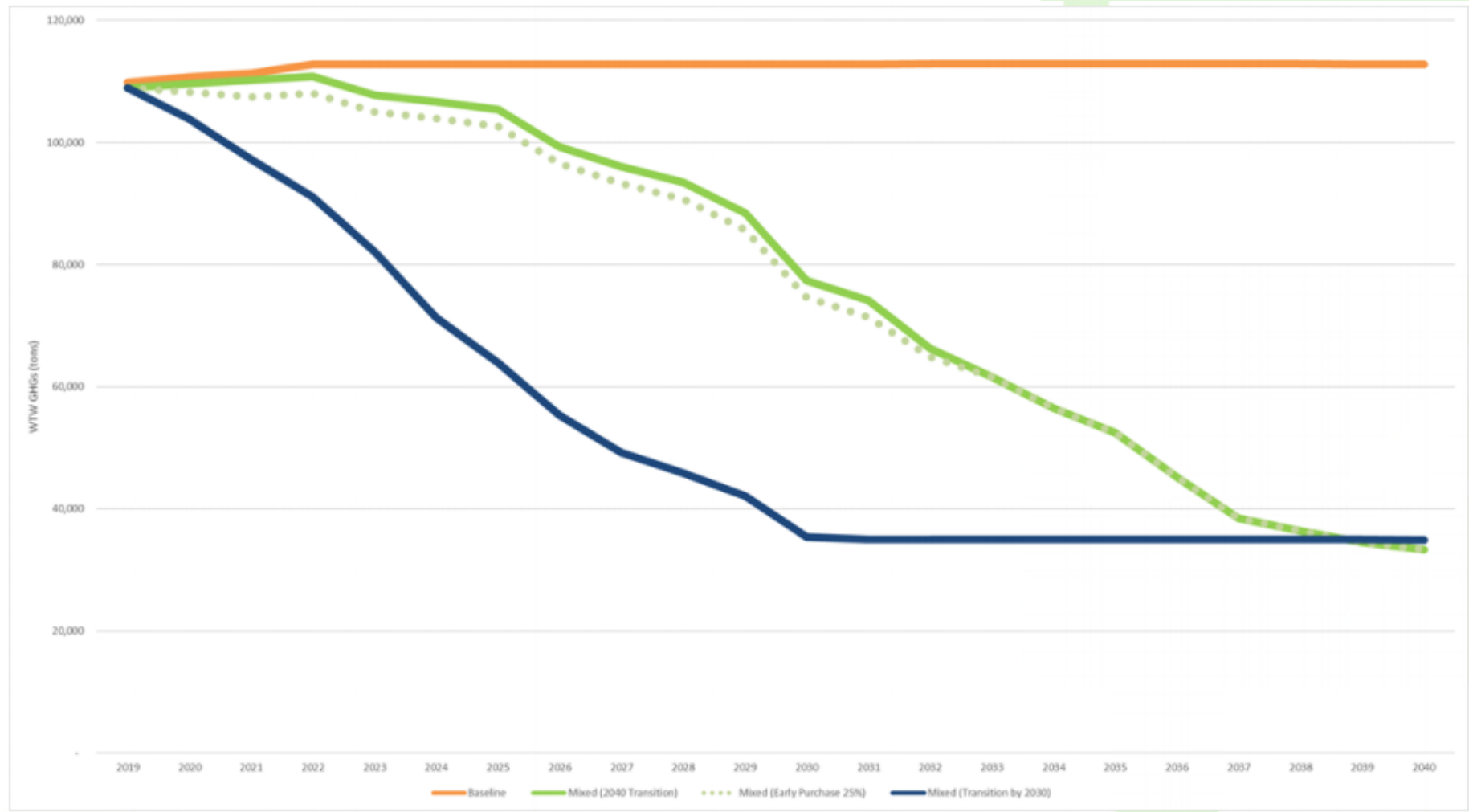
- Assumes approved fuel cell cutaway vehicles will be available by 2026
- Additional land purchase or facility construction necessary to support fleet expansion (2030 Transition)
- Estimated infrastructure design and build time frame from project conception to completion is minimum 2 year
- Time for SDG&E to complete accelerated utility service expansion to support charging infrastructure requirements is currently unknown
- Buses are typically ordered a minimum of 18 months in advance

Today's Discussion

- Public Engagement
- Deployment Plan
- Alternative Fleet Transitions
- Greenhouse Gas Analysis
- Cost Analysis
- Next Steps



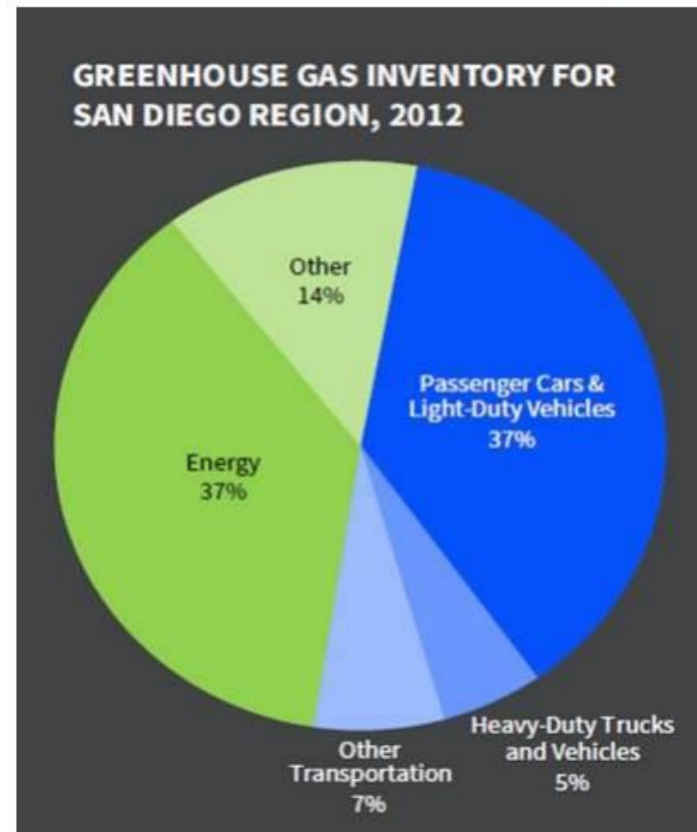
GHG Benefits - Comparison



Greenhouse Gas (GHG) Benefit Study

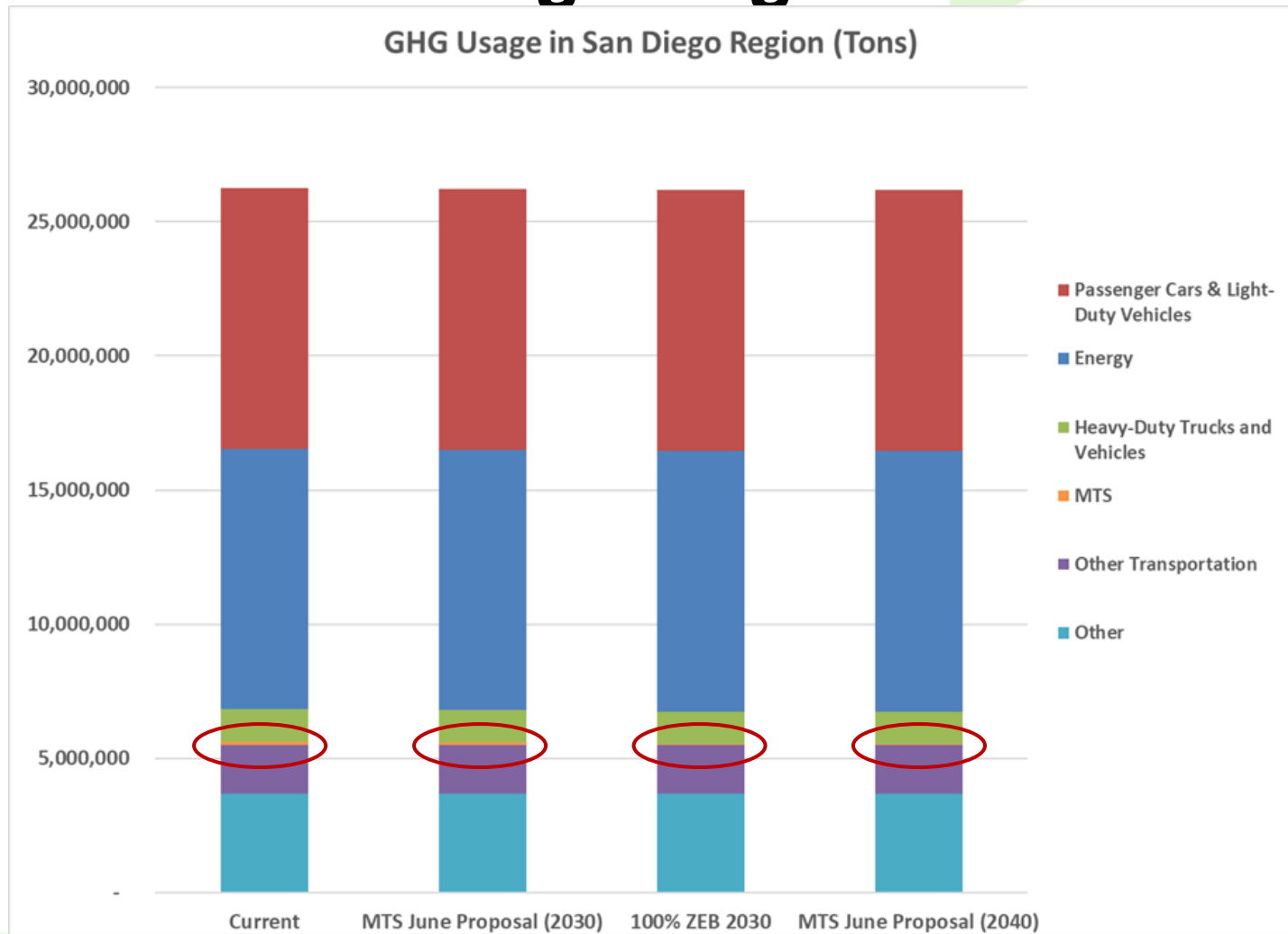
San Diego Greenhouse Gas Inventory

- The total San Diego regional emissions were estimated at **26.2 Million Tons**
- Heavy duty trucks and vehicles = **2.08 Million Tons**



*SANDAG (2012). Accelerate to Zero Emissions: A Regional Collaboration to Combat Air Pollution through Transportation Electrification.

Greenhouse Gas (GHG) Benefit Study – San Diego Regional

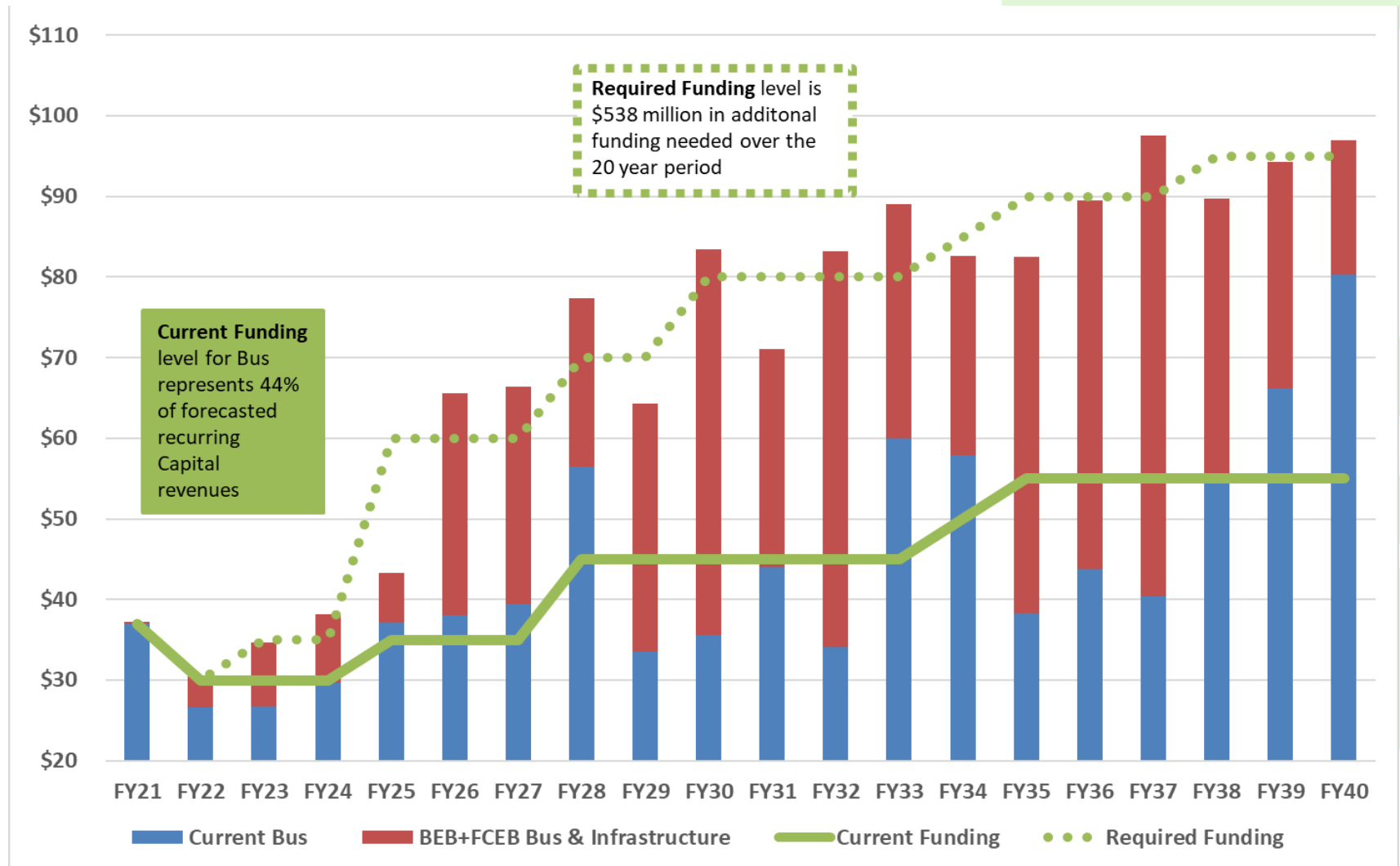


Today's Discussion

- Public Engagement
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- Greenhouse Gas Analysis
- **Cost Analysis**
- Next Steps



Current Capital Plan vs. June Proposal 100% ZEB 2040



Total Transition Costs

Total Costs (20 Years)	Current Experience (All CNG)	MTS 2040 (June Staff Proposal)	2040 + 25% Acceleration	2030 100% ZEB Transition
Fleet	\$ 808,294,000	\$ 1,181,414,000	\$ 1,190,130,000	\$ 1,490,353,000
Fuel	252,569,000	323,380,000	328,618,000	480,945,000
Infrastructure	-	164,915,000	165,483,000	137,824,000
Maintenance	762,263,000	804,691,000	806,232,000	853,955,000
New Facility	-	184,000,000	184,000,000	184,000,000
Vehicle Early Retirement (FTA)	-	-	-	19,512,000
Additional Labor (Fleet Requirements)	-	-	-	10,951,000
Total	\$ 1,823,126,000	\$ 2,658,400,000	\$ 2,674,463,000	\$ 3,177,540,000
Change from Current		835,274,000	851,337,000	1,354,414,000
Additional Funding from Proposal			16,063,000	519,140,000
Required Funding in First 8 Years		334,109,600	340,534,800	948,089,800
Approximate Annual Funding Requirement (Next 8 Years)		42,000,000	43,000,000	119,000,000

What Are Our Funding Options?

- Additional local/state/federal funding
- Reduce Service:
 - e.g. Cost of 2030 plan represents 84% of bus annual operating subsidy
- Increase Fares:
 - e.g. Cost of 2030 plan represents more than double current fare revenue
- Deplete entire capital budget
 - Current CIP budget is approximately \$100M

Next Steps

- Incorporate Executive Committee feedback
- Return to MTS Board of Directors for feedback/approval
- CARB rollout plan submission
- Continue working with SDG&E
- Continue planning for new bus facility
- South Bay charging infrastructure construction
- Determine funding resources

Recommendation

That the Executive Committee:

1. Receive a report on the ZEB Public Workshop;
2. Provide feedback on alternative draft Transition Plan details;
3. Direct staff to amend the draft Transition Plan to incorporate feedback from public outreach and the Executive Committee; and
4. Direct staff to bring the amended draft ZEB Transition Plan and Rollout Plan to the Board of Directors for approval.

CARB Regulation (13 CCR § 2023.1(d)(1)(G) Requirements:

Describe transit agency's plan and schedule for the training of bus operators, maintenance and repair staff on zero-emission bus technologies

Training

Initial training is provided by bus manufacturers and sub-contractors and commences once first bus arrives. Bus manufacturer training is usually one week, and depending on how many sub-contractor manufacturers there are it can take another 2 weeks for this training. Typically, each OEM is required to provide no less than 80 hours or vehicle specific training. This training is focused on safety, familiarity and basic trouble shooting. All training for employees will be scheduled in advance of vehicle deliveries or the necessary repairs where practicable in order to avoid a safety issue or slowdown of work for our employees during the transition.

- With Zero Emission Bus (ZEB) purchases, MTS requires an additional, 80 hours of training for a total of 160 hours to cover the additional complexities of the vehicles
- Because of the limited ZEB's during the start of the transition, initially a focused group of trained MTS employees will be performing the scheduled and unscheduled maintenance on the ZEB's
- As the fleet grows, work will be expanded to the complete work force after they have completed the training and certifications

MTS currently has a California State Accredited training program to develop mechanics. The program is administered by MTS's two (2) fulltime trainers and a local community college. The program was developed in partnership with the International Brotherhood of Electrical Workers (IBEW). This program is administered over a four (4) year period moving from apprentices or entry level mechanics to Journeyman. MTS is integrating ZEB technology into this program. The program will not only cover the safety, familiarity and basic trouble shooting, but also more in-depth procedures and troubleshooting.

ZEB specific training modules include:

- High-voltage safety
- Personal protective equipment (PPE)
- EV major component familiarization
- Power conversion
- Inverters
- Drive and traction motors
- Battery systems
- Preventative maintenance inspection procedure
- Charging familiarization and troubleshooting

In addition to MTS maintenance staff training, non-maintenance employees receive ZEB specific training as outlined below:

- Bus operator training includes, electric bus familiarization; regenerative braking technique; high voltage safety & personal protective equipment
- New hire bus operator orientation programs include the BEB training module, as well as reemphasized during the annual verification of transit training (VTT) program

— **Bus Operators:**

Prior to MTS bus operators operating a ZEB, they must successfully accomplish the following additional training requirements, which are also reemphasized during the annual VTT program:

- Electric bus familiarization; regenerative braking technique; high voltage safety & personal protective equipment

Once MTS constructs the proposed overhead charging system, bus operators will also be trained on the associated process and procedures to safely park and secure the vehicle in preparation for charging.

— **Facilities Maintenance Staff and Maintenance:**

- Electrical Safety, basic visual charging system inspections as required for FTA assets (preventive maintenance and repairs will be performed by OEM)

— **First Responders (Local Police & Fire Agencies):**

- High voltage safety, personal protective equipment (PPE) and bus familiarization

— **Tow Truck Service Providers:**

- High voltage safety, PPE, and bus familiarization

— **Body Repair Technicians:**

- High voltage safety, PPE, and bus familiarization

— **Instructors/Trainers:**

- Bus Operations Training and Instruction staff receive OEM operations, high voltage safety, including PPE, bus familiarization, and regenerative braking technique

- Maintenance Training Staff will receive all OEM training including, high voltage safety, PPE, bus & EV major component familiarization, and charger familiarization & troubleshooting
- **Service Attendants**
 - Knowledge of proper charging and servicing protocols and procedures that are ZEB-specific, and receive high voltage safety/PPE
- **Fleet Management Staff**
 - All staff (Foreman/Division Managers) will be familiarized with ZEB operations and safety procedures, high voltage safety, PPE, bus & EV major component familiarization, and charger familiarization
- **Quality Assurance Department**
 - Staff will receive all OEM training including high voltage safety, PPE, bus & EV major component familiarization, regenerative braking technique, BEB operations, and charger familiarization & troubleshooting

Facility (Charging Systems)

- **Infrastructure Construction, Installation and Maintenance**
 - Unless performed by employees of the local regulated investor-owned utility, all construction and installation of electric vehicle chargers and supporting charging infrastructure not owned by the investor-owned utility, shall be performed by Licensed C-10 Electrical Contractors and electricians who have Electric Vehicle Infrastructure Training Program (EVITP) certification and who shall be paid the prevailing wage as defined in Labor Code section 1720, et seq.
 - Unless performed by employees of the local regulated investor-owned utility, all maintenance, repair or modification of electric vehicle chargers and supporting charging infrastructure not owned by the investor-owned utility, shall be performed by Licensed C-10 Electrical Contractors and electricians who have Electric Vehicle Infrastructure Training Program (EVITP) certification and who shall be paid the prevailing wage as defined in Labor Code section 1720, et seq.
 - These requirements apply to work included in Construction Specifications Institute (CSI) Format Division 26 (exhibit A) – Electrical and to work covered in the EVITP curriculum that relates to the construction, installation and maintenance of electric vehicle chargers and supporting charging infrastructure. All other CSI divisions are exempt. CSI Format Divisions are provided as Exhibit A to this plan.

- Exempt from these requirements are maintenance, repair or modifications to the charging station software/firmware performed by the Original Equipment Manufacturer (OEM) or a certified OEM vendor.

Vehicle Maintenance

- Currently MTS performs the vast majority of scheduled and unscheduled vehicle repairs with a combination of in-house and contracted union-represented employees. MTS intends to continue this practice for all routine maintenance and repairs for ZEB vehicles.
- Curriculums of joint apprenticeship training programs will be updated to train apprentices on new ZEB technology, consistent with past practice.
- Currently there are a limited amount of systems and subsystems that are not repaired by in-house or contracted employees due to technical capacity, parts availability, workload capacity and warranty provisions, among other reasons.
 - The systems typically not repaired by staff, include but are not limited to: engines, transmissions, pumps, electric motors and controllers
 - MTS intends to continue the practice of contracting out repairs when necessary with ZEB vehicles, to include but not limited to battery overhaul or repair, traction motor overhaul, Battery Management System overhaul or repair and drive motor overhaul or repair
 - MTS expectation is in-house or contracted staff will be required to trouble shoot, remove and replace these types of systems and subsystems when there is no warranty exclusion or technical capacity prohibiting it, as they do today.
 - In the event of reduced labor hours as a result of the ZEB transition, MTS will endeavor to use in-house union-represented employees to perform repairs of the systems not typically maintained by in-house staff, including but not limited to: engines, transmissions, pumps, electric motors controllers, battery overhaul or repair, traction motor overhaul, Battery Management System overhaul or repair and drive motor overhaul or repair when economically feasible and operationally prudent.
 - If the introduction of the ZEB technology leads to a reduction in union represented mechanics or maintenance employees, MTS will meet with the relevant union over the potential for job re-training in order to prevent or reduce layoffs, in accordance with terms of relevant collective bargaining agreements.

EXHIBIT A: MASTERSPEC – Construction Specification Institute (CSI)

Dalia Gonzalez

From: Priscilla Dioquino <pdioquino@gmail.com>
Sent: Wednesday, September 9, 2020 11:40 AM
To: Dalia Gonzalez
Subject: MTS public comment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi, I wanted to make a comment that I believe that MTS should commit to a sooner date for Zero Emission Buses for our city. 2030 should be a reasonable goal to replace current buses as they go obsolete. We need clean air now. Thank you!

Priscilla Dioquino
3450 3rd Ave, San Diego, CA 92103

ZEB WORKSHOP QUESTIONS AND COMMENTS

#	Question	MTS Response
1	What steps is MTS taking to partner with SDGE/ San Diego Community Power for discount off- peak electric rates to reduce overall cost and /or Utility financing to ease the up-front cost to implement ZEB across the fleet.	SDG&E currently has submitted their EV/HP rate case to the California Public Utilities Commission (CPUC) for review and apporval. Once approved, MTS will transition from the current Commercial Commercial-TOU rate to the EV/HP rate that subsidizes the Commercial-TOU demand rates with a subscription fee lowering the overall electric charger energy costs. And, MTS is planning to partner with Power Your Drive
2	When deliver the new gilled this fall?	MTS is expecting the 2 Gilligs in October 2020.
3	Are we looking at smaller, electric buses that can increase the frequesncy of the buses? Is that going to be addressed as well?	We're are looking at minibus replacements for commercially available batter electric buses as they become available and meet our operational range. However, 40'/60' will be replaced with same size battery electric buses, and not be replaced with a minibus at this time.
4	Will the plan prioritize EJ communities most affected by pollution and will the process be transparent for public input?	The plan is to prioritize implementation of ZEBs in disadvantaged communities - charging infrastructure will first happen for South Bay division, then the Imperial Avenue Division (downtown).
5	Will this increase the fare?	No, not at this point, but the ZEB Transition incremental costs is \$641 Mil and we'll need to secure/find additional funding to make up this shortfall.
6	Do you currently plan to install wireless charging for Electric Buses at Trolley locations, or along buss routes?	No, not at this time and early part of the transition, but we may look into it as we run into range limitations as we progress with deploying more ZEBs. In addition, MTS has been in discussion with SDG&E about an on-route inductive charging pilot that would most likely be placed at one of MTS's Transit Centers.

7	Comparing acquisition cost between ZEB and CNG is misleading. It leaves out the TRUE cost of CNG pollution and health impacts.	For the cost information, we focused on how this transition will impact the MTS budget. But you bring up a good point about health and environmental costs due to pollution.
8	Has the general reduction in ongoing maintenance on electric vehicles as opposed to traditional buses been considered in drawing up this budget?	Yes, it's included in the transition plan analysis. Note: that the battery electric bus maintenance cost reduction is an assumption. There's some unknown costs such as mid-life battery replacement, and how that may impact the costs.
9	where are the buses deployed? which routes, which communities, and how were they determined?	We update the ZEB webpage regularly with routes being served: https://www.sdmts.com/inside-mts-current-projects/zero-emissions-bus-pilot- We plan to use the electric buses on 27 routes for the pilot program. We will try to put the buses on as many routes as we can within the daily 150 mile range and infrastructure limitation. Routes are prioritized based on environmental factors for the pilot. Meaning, varying topography, high speeds, and/or hot or cold temperature (climate) are the main factors we're using to determine routing.
10	Sorry if this was in the materials i haven't gotten all the way through --- So that's a 410k cost difference. Is that made up at all in long term fuel costs? (not including up front investment of charging infrastructure)	Assuming this is referring to the bus cost difference with the battery electric buses (\$950,000), and Compressed Natural Gas buses (\$540,000). In this case, no fuel costs are not included. This is strictly the incremental costs for purchasing a electric instead of a CNG bus. But, the costs of charging an electric bus is more expensive than fueling a CNG today.
11	The chairman stated that MTS wanted to become a leader in ZEB in California. Is he talking about timing of 100% transition to ZEB ?	MTS has been a long time leader among CA transit agencies in improving its emission reduction efforts. MTS plans to continue that leadership with its transition from gas-powered buses to electric buses.

12	Would route 41 be an example of a route with topology too extreme for the buses?	Route 41, has been a part of the pilot and will most likely continue to be. Currently, route 41 has a couple blocks that meet the range limitation.
13	Does the cost / mile include the value of LCFS credit revenues?	No, LCSF we're not included in the fuel costs comparison, neither electric or CNG. Both receive LCFS credits.
14	Do the ZEBs have same bike capacity?	Currently all 40' ZEBs will have 2 bike capacity. MTS is also transitioning 60' buses with 3 bike capacity.
15	Why are we not giving consideration to hydrogen fuel cell technology vs electric busses	For the pilot, it isn't cost effective for a small fleet (1 or 2 buses) mainly due to the scaling of hydrogen stations which are being built for 25 to 50 bus capacities.
16	Do the buses have regenerative braking similar to an electric car? It seems this would be helpful with multiple	Yes - these buses do have regenerative braking!
17	What exactly are there charger reliability issues?	The most common issue is between the bus and charger communication, causing a charger fault error. The result is the vehicle unable to charge the bus to capacity, causing the bus to not go into service.
18	Our organization (San Diego Energy District) initiated the community choice energy movement ... how can we collaborate with MTS on grid integration to help emerging CCAs with vehicle to grid as well as grid to vehicle integration.	MTS is planning to utilize SDG&E's EV/HP rate case once approved by the CPUC, which will help reduce the demand charge cost. However, we are looking at all potential options including a CCA.

19	I'm assuming that the maintenance technicians are represented by IBEW 465. Is MTS exclusively responsible for developing training programs for maintenance technicians or is the Local also involved in co-creating those programs and determining levels of funding for training?	Training programs are developed by the OEMs and industry suppliers. MTS in conjunction with their employees and Union integrate that training into the training programs or state accredited apprenticeship programs.
20	Do you have much control over when the buses are charged? Could we get under the 94 cents/mile by charging during off peak hours when more renewable energy is available?	Our buses need to be out on the road most of the day so charging will likely happen almost entirely at night. Majority of the charging has been during the super off peak for the pilot so far (12am - 6am), which has the lowest energy rates on the time of use scale. As part of the transition we will need to implement "smart charging" systems to limit charging to the most affordable timeframe while still ensuring vehicles will be ready for service each day. Our analysis indicates that at full transition, some buses will still need to be charged at higher rate tiers because of the length of time to charge and the amount of BEBs at each facility.
21	Is the cost per mile data based on what we've observed during the pilot or is it based on estimated full life cycle costs, including when batteries need to be replaced?	Cost per mile data is what has been observed during the pilot
22	piensan poner los autobuses en comunidades como national city English Translation: Are you planning to put buses in communities like National City?	Spanish: Si, MTS planea poner autobuses eléctricos en rutas en National City English Translation: Yes, MTS plans to use electric buses on routes in National City.
23	The specialized transportation fleet will be also Zero emission? Cost? Scheduling Time restricted as now? Users are to schedule usage and it takes a lot of time to go to their appointments	Although they are not currently required as part of the regulation, MTS continues to evaluate the availability and application of ZEBs for our Para and Mini bus fleets. There are some challenges with the minibuss and paratransit fleet conversion due to limited commercially available vehicles and limited range but we expect improvements over the transition.

24	Since the vehicles are silent,has there been concerns as to pedestrian safety? As you know they are silent and unaware pedestrians will walk in front of the bus	There has been discussions within the industry to add sound devices on the exterior of the bus to indicate that a bus is near and/or pulling up to a stop.MTS policy has a horn protocol when pulling up to bus stops and areas where there's high pedestrian activity.
25	how many natual gas busses are currently in the system?	MTS currently has 800 buses in the fleet. The vast majority are compressed natural gas. The mini bus/paratransit fleet run on propane fuel (that's about 175 vehicles).
26	are you going to put any charging stations in city heights	At this time, MTS does not have plans to do in route charging due to limitations with the infrastructure. Current plans involve all depot based (at bus yard) charging.
27	How long does it take to charge a bus?	It depends on a couple factors, but the short anwser in a worst case scenario, if usable battery depleted and charging at 50 kWh, it could take up to 8 hours.
28	Don't agree with focus on hydrogen fuel cells.	
29	Not sure the question was answered about bus deployment? I guess specifically are they deployed in City Council D4, 8 and 9?	Yes, the electric buses will be deployed in Council District 4, 8 and 9.
30	Why aren't any offered in north county	Electric buses will run in some parts of the northern service territory - such as Miramar and Mira Mesa. For areas like Scripps Ranch, Rancho Bernardo and Poway, MTS runs the smaller minibuses. Technology is still emerging for the smaller electric buses and a commercially viable option isn't ready just yet. We hope that will happen soon and we can get electric buses running in northern areas. Additionally, MTS serves the communities south of Escondido and Del Mar. North County Transit District has its own plan for deploying zero emission in North County communities.

31	Rancho Bernardo? I did not see north county as one of the options in the last poll	Same as above.
32	Curious if bike racks are standard on MTS buses and the buses that will be replacing the current fleet.	Yes bike racks are standard on all of our fixed route buses. Currently all buses have capacity for 2 bikes and MTS is converting their 60ft fleet to 3 bike capacity racks
33	Why not use old land fill spots to get greater. acreage yards for charging only, I-5& Friars Rd area, and then North/South of I-52,west of 163	MTS is examining at on-route charging options. Right now, MTS is focused on building charging infrastructure at its divisions in South Bay and Imperial (East Village).
34	Im really surprised that cutaways are only 45% in 2040 since they are smaller and i thought they'd be easier to charge in denser clusers and have longer range.	The challenge is actually that the technology for those vehicles isn't widely available at this point, and the range in incredibly limited.
35	A concern about a silent vehicle in being aware of the vehicle. You usually hear it before seeing it and are aware of it before visually seeing it. A quiet vehicle could be a little more difficult to detect while out in the community.	There has been discussions within the industry to add sound devices on the exterior of the bus to indicate that a bus is near and/or pulling up to a stop. I believe MTS policy has a horn prtocol when pulling up to bus stops and areas where there's high pedestrian activity
36	what about hydrogen and or natural gas for the "mini bus" even hybrid a step in the right direction	Minibuses are running on propane fuel now and MTS is continuing to monitor technology advancements for our mini and para transit fleet to include the possibility of hydrogen. Currently no vehicle in this class is produced.

37	<p>Did the emissions reductions cited of propane refer to criteria emissions? The GHG reductions of natural gas and propane are roughly 10% compared to diesel, depending on the extent of natural gas leaks.</p> <p>https://blog.ucsusa.org/jimmy-odea/electric-vs-diesel-vs-natural-gas-which-bus-is-best-for-the-climate</p>	<p>We have estimates for criteria pollutants for the CNG and Gasoline vehicles in MTS' fleet, but we didn't present that in the workshop. There is no data from Argonne National Labs for criteria pollutants for propane transit vehicles; however GHGs from propane vehicles are roughly 50% that of Diesel and CNG vehicles. Our best estimate for propane vehicle criteria pollutants is based on a similar gasoline vehicle. Comparing a comparable gasoline vehicle to CNG transit bus, a gasoline vehicle produces 79% of the CO, 85% of the NOx, 56% of the PM10, 50% of the PM2.5 pollutants of a CNG transit bus, but 251% more VOC.</p>
38	<p>How can WE increase Ridership w/ same amount of buses 2040? And w/ 2028 Nat Gas end para transit?</p>	<p>As the region's population grows, ensuring transit is a good option and competitive to taking a car. By providing fast, frequent, and high quality transit service, ridership will grow. Having a fleet of electric buses adds to the quality of the ride and an important element to marketing efforts. MTS has already been building community awareness about the electric buses and will continue to do so as more and more of them start serving our neighborhoods.</p> <p>This transition will not eliminate our paratransit service</p>
39	<p>Could you Model Two Alternate Scenarios to Accelerate ZEB Transition and Include GHG Analysis for all scenarios? In addition to the Base Case scenario that has already been prepared, please provide two additional scenarios. One should outline steps to transition by 2030, the other should model a minimum of 25% of MTS bus purchases from 2020 to 2023 are ZEBs. Include GHG analysis for all three scenarios.</p>	<p>MTS's consultant modeled multiple GHG reduction scenarios. Slides 41-46 on the powerpoint.</p> <ol style="list-style-type: none"> 1. 2040 transition 2. Early adoption - speeding up purchase of electric buses 3. 2030 transition

40	This is also semi related - but how does electrification apply to your fleet vehicles (e.g. MTS staff cars, maintenance trucks)? Is there a plan to lower the GHG for that fleet too?	Yes - MTS is looking into hybrids and electric vehicles for the "non-revenue" vehicles - meaning those vehicles that do not pick up passengers.
41	who would you be purshing the batteries from	Battery manufacturers are the following for each bus manufacturer: New Flyer = Xalt & Gillig = Cummins
42	Regarding paratransit buses, my understanding is the ICT will require purchase of zero-emission cutaway buses beginning in 2026. https://ww2.arb.ca.gov/sites/default/files/2019-10/ictfro-Clean-Final_0.pdf	This is correct. The ICT regulation states starting in 2026 the purchase mandate will include paratransit/cutaway, over the road coaches, and artic buses. However, they also mention there will be a market analysis the prior year to determine if this is feasible.
43	I belive school buses are begining to transition as well, given the high cost of EVSE and ingrastructure, has MTS considered working with school districts as partners investing in infrastructure?	Not yet. But this could happen in the future as more and more government agencies make progress on fleet transition.
44	Thank you for the great information about MTS work!	You are welcome. Thanks for the kind words!
45	Have you developed additional implementation scenarios that look at an accelerated approach that includes a cost analysis?	We have developed GHG scenarios, but not cost scenarios yet. It will cost substantially more to accelerate though. We would need to purchase two electric buses (150 mile range, \$950K/bus) for every gas-powered bus (300 mile range, \$540K/bus) we have in the fleet to continue to meet the service standards our passengers are accostumed to right now. But we think the costs will slowly decrease and range to improve. So an accelerated path could happen at a future date. The transition plan can be modified to an earlier time point at a later date.

46	will the charging station have "batteries" that can stabilize the grid, for Solar panels? store power for sdg&e sell back?	We are designing for micogrids at each site, but depending on cost and efficiency will determine the scale we'll be able to install. We will most likely store energy onsite to help peak shave and/or provide redundancy before selling back to SDG&E.
47	Has tghe workforce development portion of this project been shared with communities in addition to IBEW?	Yes. It is part of this presentation and other outreach
48	Have you considered distributing the depot? Sounds like consolidating it was a legacy decision. Can they be charged/overnighted at various transit centers instead to spread out the charging infrastructure/spacing? Can the range issue be overcome by mixing the use of distance route and shorter routes rather than having long distance dedicated buses?	Charging will need to be done at our depots since this is where maintenance, washing, revenue recovery, and that charging times can be lengthy (up to 8 hours). Currently, approximately 49 % of our schedules can be covered by electric buses. MTS will continue to monitor all deployment/transition options that provide the most efficient and effective way to complete the transition assuming a one for one replacement.
49	Will SDMTS be hiring for apprenticeship programs?	Yes. Keep up to date on the MTS Human Resources Careers webpage: https://www.sdmts.com/inside-mts/careers
50	But SDGE might not be here after next year after Franchise negotiations!?! I.m w/ SD350 transit/transportation group.	MTS will continue to work with SDG&E at this time. If a different provider becomes our main source of electrical power, MTS will continue to ensure our zero emissions bus transition continues.
51	Will MTS be investing in solar PV and battery storage infrastructure to generate and store energy on site?	Yes, we're are currently designing are South Bay site for ZEB transition, and this design includes a microgrid setup to allow for battery storage, and solar.

52	Is there any extra cost for taxpayers with this project?	From an MTS budget standpoint - yes. Extra costs are associated with vehicle purchases and infrastructure improvements. MTS must also purchase land and build a new bus division.
53	Are there plans to deploy some buses to North County	Electric buses will run in some parts of the northern service territory - such as Miramar and Mira Mesa. MTS serves the communities south of Escondido and Del Mar. North County Transit District has its own plan for deploying zero emission in North County.
54	Where is the PR campaign? Zero Emission, Made in America, Lower Operating Cost, Truly clean energy buses to transport San Diegans to a cleaner, healthier future!	MTS has had a steady public presence with the Zero Emissions Bus Pilot Program. MTS has developed a brand identity, held media events, promoted on social media and much more. As more milestones are hit and social life opens back up, MTS will continue to market the electric bus service to get more and more residents excited and interested in taking transit.
55	Are there any plots of land that you know of already that could be used for Gantry systems?	Yes. MTS is planning to install gantry systems at its bus facilities in South Bay and Downtown San Diego first. We are also in early discussion to acquire an additional facility off of the 94 freeway.
56	When do you expect the electric bus charging stations to be 100% powered by clean energy (vs. continued dependence on natural gas)?	This is a question for SDG&E since we are using 100% grid power at this time. I believe their timeline for 100% renewable is 2045 - but need to verify with SDG&E. There also may be some opportunity for on-site generations for MTS, however it will be difficult to meet the power demand needed when we begin to deploy a large number of electric buses.

57	Does the use of multiple manufacturers pose a challenge to equipping your maintenance facilities?	No, there should be no impact to the facility side with different electric bus manufacturers. We currently have both Gillig and New Flyer buses in our Compressed Natural Gas fleet (which are the current pilot program electric buses).
58	Are there battery disposal costs? Are those included in the fleet cost comparison against baseline analysis and are there assumptions about costs with respect to compliance on any environmental regulations on battery disposal?	No end of life battery disposal/recycling was not included in the cost. This is still an unknown within the industry.
59	It was mentioned electric busses only have a 5-7 year lifespan - what is expected to force the retirement?	FTA guidelines determine Minibus/cutaway are 5-7 years. 40', 45', & 60' buses are 12 years.
60	Do you see autonomous buses being readily available within the next 20 years that will change things again?	Not likely that autonomous buses will be implemented at full scale for an entire fleet the size of MTS. But the technology keeps improving.
61	would it be possible too get funding from the county?	MTS is not aware of any funding sources at the County for Zero Emission Bus transition plans.

62	<p>Because I don't have a copy of the slides, forgive me if I do not recall numbers perfectly. But if memory serves, the pilot showed a per mile cost of ZEBs that was approximately 50% higher than your current CNG busses. The GHG reduction demonstrates a 70% reduction by MTS, which is only a part of the 5% overall GHG emission inventory from the 2012 SANDAG data. If fares will not go up, what is the financial tradeoff between GDG reduction and other opportunity costs for investment by MTS (e.g., increased numbers of routes, etc.)</p>	<p>The mixed fleet scenario (BEB & Fuel Cell buses) for MTS's ZEB tranistion = \$ 615,111,000 over the baseline cost MTS would pay to continue with CNG buses. We are able to apply costs to the GHG emission savings. Using current SCC (Social Cost of Carbon) estimates for the year 2040, the attributed carbon cost savings are roughly \$3 million at a rate of \$38.60 per ton.</p>
63	<p>How would service levels be impacted, how would that look like?</p>	<p>Service levels are planned to remain steady throughout the transition.</p>
64	<p>Can this powerpoint or presentation be made available for a presentation to the OB Planning Board?</p>	<p>MTS posted the presentation to the ZEB webpage. If you would like a presentation to the group, please email mark.olson@sdmts.com.</p>
65	<p>what is the one route entirely in a DAC?</p>	<p>Route 5, which runs from Euclid Avenue Transit Center to downtown along Market Street, currently runs either within or along the border of SB 535 DAC census blocks for its entire length. Note that actual routes within SB 535 DACs are subject to change over time as the CalEnviroscreen is updated and the MTS route network adjusts.</p>

66	<p>To achieve or support the deliverables in the area of analysis of operations and capital cost components, I would recommend collaborating with other agencies/partners such as AB617 CAPP Steering Committee or San Diego Air Pollution Control District who may have funds/grants available on air pollution and facilitate the implementation of this pilot program in the EJ communities especially in the Portside Communities such as in the cities of National City and Barrio Logan.</p>	<p>Thank you for your comments. We will take them under consideration.</p>
67	<p>I am assuming this is being coordinated with SANDAG's Big 5 moves?</p>	<p>The "5 Big Moves" are the strategies behind the 2021 Regional Plan that SANDAG is currently drafting. MTS expects that transit buses will continue to play a very large role in the 2021 Regional Plan network, especially in the more urbanized areas where a robust fixed-route system can be supported by the densities and land uses.</p> <p>One of the 5 Big Moves is called "Transit Leap" and envisions high speed services that would be largely additive and complementary to the existing urban bus network.</p> <p>"Transit Leap" and two of the other 5 Big Moves, "Flexible Fleets" and "Mobility Hubs", may together reduce some bus requirements for longer distance commuter trips and travel in lower demand locations and times, but the vast majority of our bus fleet is dedicated to shorter and higher-density core network services that will continue to be a part of the next Regional Plan.</p> <p>Note also that the 2021 Regional Plan is a very long-range vision looking out towards 2050. Our bus fleet is continually cycled on a 12-14 year basis, with typically 50-75 bus retirements and new deliveries each year. Our bus fleet size and make-up can be adjusted relatively nimbly as new needs and developments arise.</p>

	Comments During Public Comment Period	
68	<p>I ride the following routes 35, 10, 6, 150. I feel the first choice for the electric buses should be community of concern and the routes that have the most riders, to help the air quality. Barrio Logan has been impacted by air quality issues and there is most traffic. Also, City Heights. Thank you!</p>	<p>Thank you for your comments! We will take them under consideration.</p>
69	<p>I quit the presentation when the meeting had 15 minutes left. The detail of the concerns of MTS adapting to the new buses was extensive and not done by the time I left the presentation. I was more interested in the possible impacts on the neighborhoods with the new buses like: How much less pollution would be put into the air during the transition to the newest buses? Would they be single or double length in some areas & how would you determine that? How soon would you realistically contemplate the use of the buses by area in San Diego county? And lots of time for questions!</p>	<p>Sorry you had to leave the presentation early. We had two really good sections on GHG emission reduction analysis and prioritizing vehicle deployment in Disadvantaged Communities. You can review the entire presentation here: https://www.sdmts.com/inside-mts-current-projects/zero-emissions-bus-pilot-program</p>

70	<p>Really excited about the electrification - the lines I took didn't have any electrified busses prior to COVID, so I just watched longingly as the electrified lines drove by.</p> <p>I drive electric, and just wanted to point out that, while convenient, it's been shown that DC Fast charging could wear out the battery faster than if standard L2 charging. Installing 1 per bus to charge overnight might reduce that and bring down the cost/mile quoted in the presentation. I see that some of the charging stations take this into account, but wanted to be clear in my feedback.</p> <p>I also think the "Maintenance" cost on slide 24 might be overblown for the BEV fleet - Apart from tire rotations, the occasional refrigerant swap, and cleaning what sorts of maintenance did you all have in mind? Especially over a 7 year period.</p> <p>Lastly, were the mileage estimates taken from the manufacturer or from real world uses? It seems fairly low given the size of the bus (and the presumably proportional battery) - low-speed driving with many stops would GREATLY extend the range of a BEV, contrary to a traditional Internal Combustion vehicle (that suffers at low speeds with frequent stops). If the routes the BEV rides on avoid freeway, I would think that the range is significantly better than what's quoted?</p>	<p>Thank you for your comments. A few things to point out regarding our comments/questions:</p> <ul style="list-style-type: none">• Buses are 12 year vehicles, minimum• Maintenance cost include the federal and state required inspections and a midlife battery replacement• Using one charger per two buses based on total nightly charging window and limiting the peak demand per facility• Our average speed is around 10MPH, correct that highway miles reduces range. Our range projections are based on actual service with the pilot buses in our region in revenue service
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DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

9:00 a.m.

Meeting will be held via webinar

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. Meeting webinar/teleconference instructions can be accessed at the following link:
<https://www.sdmts.com/about-mts-meetings-and-agendas/board-meetings>

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes – July 30, 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.

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>San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on July 28, 2020</u>
Action would receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports for information and ratify any actions taken. | Receive/
Ratify |
| 7. | <u>Adoption of Amended 2020 Conflict of Interest Code</u>
Action would; 1) Adopt Resolution No. 20-17 amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2020 MTS Conflict of Interest Code; and 3) Forward the amended 2020 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body). | Adopt/
Approve |
| 8. | <u>Fiscal Year (FY) 2019-2020 And FY 2020-2021 California Senate Bill (SB) 1 State of Good Repair (SGR) Funding</u>
Action would; approve Resolution No. 20-18 (in substantially the same format as Attachment A), in order to: 1) Authorize the use of, and application for, \$4,955,508.00 in FY 2020-21 State of Good Repair funding to be used for the 40-foot Bus Replacement Project in FY 2021-22; and 2) Approve the acceptance of an additional \$54,235.03 in FY 2019-20 SB1-SGR funding to bring the total FY 2019-20 allocation to \$4,643,615.03 | Approve |
| 9. | <u>Occupational Health Services - Contract Amendments</u>
Action would authorize the Chief Executive Officer (CEO) to reallocate contract capacity between contracts G1944.2-17 with Kaiser Permanente and G2069.2-18 with Concentra. The amended amounts for each contract are based on actual usage during the base period of these contracts, and will not exceed the original total contract dollar amount of \$762,204.00. | Approve |
| 10. | <u>Investment Report – Quarter Ending June 30, 2020</u> | Informational |
| 11. | <u>Printing Timetables – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2381.0-20, with Southwest Offset Printing Co., Inc. (SOP), for printing services, in the amount of \$1,440,751.59, for seven (7) years effective December 1, 2020. | Approve |
| 12. | <u>Engineering and Right of Way Services - Work Order Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to execute WOA1947-AE-16.03 under MTS Doc. No. G1947.0-17 with HDR Engineering, Inc. (HDR) in the amount of \$618,232.64 to increase the Work Order budget for the continued provision of engineering and right-of-way support services for the MTS Capital Projects Department. | Approve |

- | | | |
|-----|---|---------|
| 13. | <u>Design Services for America Plaza and Kettner Blvd Track Replacement – Award Work Order Contract</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA1947-AE-59 under MTS Doc. No. G1947.0-17 with HDR Engineering, Inc. (HDR), in the amount of \$154,736.16 for design services for America Plaza and Kettner Blvd. Track Replacement. | Approve |
| 14. | <u>Kearny Mesa Division (KMD) Bay Rollup Door Replacement Construction – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB314.0-20, with Noble E&C Inc., a Small Business (SB), for procuring and installing KMD rollup doors in the amount of \$98,400 plus a 30% contingency for change orders. | Approve |
| 15. | <u>Closed-Circuit Television (CCTV) System Installation for the Mid-Coast Trolley Extension Project – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL320.0-21, with Electro Specialty Systems (ESS) Corp., for procuring and installing a CCTV (video surveillance) system for the Mid-Coast Trolley Extension Project in the amount of \$623,616.00 plus a 25% contingency. | Approve |
| 16. | <u>Monitoring Well at Imperial Avenue Division (IAD) Project – Additional Design Services – Work Order Amendment</u>
Action would; 1) Ratify Work Order WOA1951-AE-52 under MTS Doc No. G1951.0-17 with Mott MacDonald, LLC (MM) totaling \$76,666.24, for environmental services; 2) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-52.01 under MTS Doc No. G1951.0-17, with MM totaling \$30,959.53, for additional environmental services to abandon the temporary and permanent groundwater monitoring wells at IAD. | Approve |
| 17. | <u>Managed Print Services and Canon Multi-Function Device (MFD) Purchase - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2354.0-20 with Signa Digital Solutions, a Small Business, for four (4) years in the amount of \$635,937.00. | Approve |
| 18. | <u>Fare Collection (Rail Validator Masts Change Order) – Ratification and Approval of Amendments</u>
Action would ratify Amendment 3 and authorize the Chief Executive Officer (CEO) to execute Amendment 4 to MTS Doc. No. G2091.0-18 with Innovations in Transportation, Inc. (INIT), for a total contract increase of \$964,948.08. | Approve |
| 19. | <u>Las Chollas Creek Bridge Repair Design - Work Order Amendment</u>
Action would; 1) Ratify Work Order WOA1951-AE-58 under MTS Doc. No. G1951.0-17 with Mott MacDonald, LLC (MM) totaling \$67,607.46, for Las Chollas Creek Bridge assessment services; and; 2) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-58.01 under MTS Doc. No. G1951.0-17, with MM totaling \$80,187.49, for preparation of final construction documents for most immediate portions of the bridge repair work. | Approve |

CLOSED SESSION

24. a. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8
Property: Assessor's Parcel Number (APN) 384-041-07; 8733 Cuyamaca Street, Santee, California
Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: Alfred Smith and Adeline Woodward
Under Negotiation: Price and Terms of Payment Possible Action
- b. CLOSED SESSION – LABOR NEGOTIATIONS – CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8
Property: Assessor's Parcel Number (APN) 549-181-05; 6645 Imperial Avenue, San Diego, California
Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: CRP Affordable Housing and Community Development
Under Negotiation: Price and Terms of Payment Possible Action
- c. CLOSED SESSION – LABOR NEGOTIATIONS Pursuant to California Government Code Section 54957.6
Agencies: San Diego Transit Corporation ("SDTC"), San Diego Trolley, Inc. ("SDTI")
Employee Organization: International Brotherhood of Electrical Workers, Local 465 ("IBEW")
Employee Organization: International Association of Sheet Metal, Air, Rail, and Transportation Workers ("Smart")
Employee Organization: Transit Enforcement Officers Association ("TEOA")
Agency- Designated Representative: Jeffrey M. Stumbo, Chief Human Resources Officer (EEO Officer) Possible Action
- d. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to California Government Code Section 54956.8
Property: The San Diego and Arizona Eastern Railway Company (SD&AE) Desert Line from approximate Mile Post 60 to approximate Mile Post 130 (Division to Plaster City) in San Diego and Imperial Counties
Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: Baja California Railroad, Inc. (BJRR)
Under Negotiation: Price and Terms of Payment under Desert Line Lease and Operating Agreement Possible Action
- e. CLOSED SESSION – EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9(d)(2)
(Government Tort Claim from Claudia Isabel Hernandez for herself and as successor in interest to the Estate of Angel Hernandez) Possible Action

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30.

31.

32.

REPORT ITEMS

45. The 2020 Election (Michael Vu, Registrar of Voters) Informational

46. Sustainable Transportation Equity Project (STEP) Grants (Denis Desmond) Informational

47.

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: October 15, 2020

65. Adjournment



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

SAN DIEGO AND ARIZONA EASTERN (SD&AE) RAILWAY COMPANY QUARTERLY
REPORTS AND RATIFICATION OF ACTIONS TAKEN BY THE SD&AE BOARD OF
DIRECTORS AT ITS MEETING ON JULY 28, 2020

RECOMMENDATION:

That the Board of Directors receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Desert Line quarterly reports (Attachment A) for information and ratify any actions taken.

Budget Impact

None.

DISCUSSION:

Pursuant to the Agreement for Operation of Freight Rail Services, SD&IV and Museum, have provided operations reports during the second quarter of 2020 (Attachment A).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Copy of Final Meeting Materials from 7/28/2020 SD&AE Meeting





SAN DIEGO & ARIZONA
EASTERN RAILWAY
COMPANY

A Nevada Nonprofit
Corporation

1255 Imperial Avenue
Suite 1000
San Diego, CA
92101-7490
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BOARD OF DIRECTORS
Paul Jablonski, Chairperson
Matt Domen
Jared Gooch

OFFICERS
Paul Jablonski, President
Matt Domen, Secretary
Erin Dunn, Treasurer

LEGAL COUNSEL
Karen Landers

AGENDA

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 28, 2020

9:00 a.m.

****Meeting will be held via Webex****

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board prior to the meeting and are to be returned at the end of the meeting. Meeting Webex/teleconference instructions can be accessed at the following link: <https://www.sdmts.com/about-mts-meetings-and-agendas/sdae>

ACTION RECOMMENDED

1. [Approval of the Minutes of January 14, 2020](#)
Action would approve the SD&AE Railway Company Minutes of January 14, 2020. Approve
2. [Statement of Railway Finances \(Erin Dunn\)](#)
Action would receive a report for information. Informational
3. [Report on San Diego and Imperial Valley \(SD&IV\) Railroad Operations \(Matt Domen\)](#)
Action would receive a report for information. Informational
4. [Report on Pacific Southwest Railway Museum \(Diana Hyatt\)](#)
Action would receive a report for information. Informational
5. [Report on the Desert Line \(Jorge Izquierdo\)](#)
Action would receive a report for information. Informational
6. [Real Property Matters \(Tim Allison\)](#)
 - a. [Summary of SD&AE Documents Issued Since January 14, 2020](#) Informational
 - b. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8
Property: Railroad Easement Over Portions of Assessor's Parcel Numbers (APNs) 618-010-26-01, 31-00, and 32-00; 676 Moss Street, Chula Vista, California
Agency Negotiators: Sharon Cooney, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
Negotiating Parties: SFL – Moss Street, LLC
Under Negotiation: Price and Terms of Payment Possible Action

7. Board Member Communications
8. Public Comments
9. Next Meeting Date: October 6, 2020

MINUTES

BOARD OF DIRECTORS MEETING OF THE SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY

January 14, 2020

A meeting of the Board of Directors of the San Diego & Arizona Eastern (SD&AE) Railway Company, a Nevada corporation, was held at 1255 Imperial Avenue, Suite 1000, San Diego, California 92101, on January 14, 2020, at 9:00 a.m.

The following persons, constituting the Board of Directors, were present: Wayne Terry (for Paul Jablonski who was absent), Jared Gooch, and Matt Domen.

Also in attendance were members from San Diego Metropolitan Transit System (MTS): Tim Allison, Erin Dunn, and Karen Landers.

1. Approval of Minutes

Mr. Domen moved to approve the Minutes of the October 8, 2019, SD&AE Railway Board of Directors meeting. Mr. Gooch seconded the motion, and it was unanimously approved.

2. Statement of Railway Finances

Ms. Dunn reviewed the Statement of Railway Finances for the period ending December 2019 (attached to the agenda item).

Ms. Landers reiterated that some legal expenses are anticipated in the future for litigation related to the removal of old tracks. Mr. Allison added that a check was received in the amount of \$1,994,000 for the sale of property in San Ysidro, and the funds were added to the SD&AE budget.

Action Taken

Informational item only. No action taken.

3. Report on San Diego & Imperial Valley Railroad (SD&IV) Operations

Mr. Domen reviewed the SD&IV Periodic Report for activities for the fourth quarter of 2019 (attached to the agenda item).

Mr. Allison reported that the tenant at Moss Street (Kleen Blast) is leaving at the end of the year. There is an industry track spur that serves a parcel north of Moss Street in Chula Vista. There is an existing easement held by SD&AE that the property owner wants MTS to quit claim once the property is rezoned from industrial to residential. When the property entitlements are obtained from Chula Vista, the owner intends to terminate existing tenancies on the site. One of the tenants currently takes service from SD&IV. Once the tenant's lease is terminated, there will no longer be a need to service the property. The owner will need to remove the spur track to build the residential project, which will impact the existing freight siding where the spur connects to the siding by a railroad switch. That switch will need to be removed and rail repaired to finish the construction of the project.

Mr. Allison spoke with the property owner who anticipates having tenants through October. Engineering document review will likely take place over the next six months. The easement will need to be quit claimed and valued, which is an action that could go to the SD&AE Board in April or July.

Mr. Domen added that SD&IV has been helping to relocate Kleen Blast to a new location, as well as working with another company out of Oregon to supply the shipyards and conduct transload at the border. He clarified that the tenant on the L Street team track has relocated near the border.

Mr. Terry reported that the absolute block arrangement from the border to Palomar has been tested by the Federal Railroad Administration (FRA). FRA representative Chad Tisdale will be sending a letter to Mr. Terry with witness approvals. That letter will be submitted to Bill Mullins in Washington and added to the existing waiver. Once approved, Mr. Terry requested that the system be used monthly or bimonthly to ensure that it is working properly.

Action Taken

Informational item only. No action taken.

4. Report on Pacific Southwest Railway Museum Operations

Ms. Landers reported that she went to the Centennial celebration in November, and it was very well attended. Mr. Gooch was in attendance as well.

Action Taken

Informational item only. No action taken.

5. Report on the Desert Line

Ms. Landers revisited the status of the progress on building a new Customs facility near the border. During the site visit with California Border Patrol (CBP) and its NII equipment vendors, NII determined that it was feasible to build an NII machine at the proposed location at the border tunnel, which is CBP's preferred location. Two vendors submitted rough budget estimates to Baja Railroad (BJRR) in September 2019. The next steps are for BJRR to select a vendor and submit plans to CBP. So far to date, there has not been any work done by BJRR.

Ms. Landers informed the Board that BJRR did not make its January 1 payment to MTS; therefore, MTS sent BJRR a 10-day notice to cure letter by January 13. BJRR then requested an extension to January 31, which was granted by MTS. This issue is going as a closed session agenda item to the MTS Board of Directors at its January 16 meeting. BJRR has been informed that permission is being requested for the CEO to have the discretion to terminate the contract if payment is not received by January 31. Ms. Landers stated that the goal is to see this project happen and not to prematurely default; however, BJRR will need to start work on the project.

- Public Speaker: Reena Deutsch

Ms. Deutsch stated that it is her understanding that BJRR has taken steps to discourage trespassers on the Carrizo Gorge section of the Desert Line by locking gates to block tunnels and arrange for periodic enforcement. Ms. Deutsch added that is easy to find ways around those blocked tunnels, and it is commonly known that security only issues warnings or they are often absent. She stated that hordes of people manage to get to the Goat Canyon trestle.

Ms. Deutsch stated that her main concern is that one of the bypasses around the tunnels leads to the tracks beyond the tunnels, and this detour passes through a sensitive archeological site, which has been the target of damage and looting. Access to the shortcut is via railroad property.

Ms. Deutsch stated that the railroad unwittingly contributes to the ongoing defilement of priceless historic resources and theft of artifacts by not better enforcing its own rules and regulations.

Ms. Deutsch reported that presently, the Dos Caballos region of the Desert Line is one of the illegal track crossings. It is some distance from the site of the former Dos Caballos railroad station. Over the years, rocks and bricks have been manipulated by visitors to allow motor vehicles to cross over the tracks at the station site. After the illegal crossing, dirt roads lead to the tracks just west of Tunnel 20 thereby avoiding Tunnels 20 and 21, which are currently blocked by locked gates. This route goes through and to SD&AE's engineering and survey camp and to a construction camp. She added that there are fragile remnants of structures and artifacts worth saving.

Ms. Deutsch has encountered many cars, trucks, and motorcycles using the route headed to the Goat Canyon trestle. During a hike last year, Ms. Deutsch's group was accosted by a man who had parked his truck in the survey camp, and they saw a large collection of artifacts on the hood of his truck.

Ms. Deutsch suggested that a barrier be constructed that could block vehicles from illegally entering the short section of track crossing at Dos Caballos (Mile 109.7), which would be a simple low-cost measure to protect this area. It was agreed that Ms. Deutsch will give Ms. Landers a tour of the area.

Action Taken

Informational item only. No action taken.

6. Real Property Matters

a. Summary of SD&AE Documents Issued Since October 8, 2019

Mr. Allison reported that the following documents were processed since the October 8, 2019, SD&AE Board of Directors meeting.

- S200-19-700: Right of Entry Permit to Par Electric Contractors to install aerial electric facilities at and near the Palomar Trolley Station in the City of Chula Vista.

- S200-19-707: Right of Entry Permit to AT&T California to construct an aerial fiber-optic line near Hill Street in the City of El Cajon.
- S200-19-721: Right of Entry Permit to Brad L. Stoner Painting, Inc. to paint the side of an adjacent building at Anita Street in the City of Chula Vista.

Action Taken

Informational item only. No action taken.

7. Board Member Communications

Mr. Terry reported that there is an agenda item going to the MTS Board of Directors at its next meeting to remove catenary poles in the San Ysidro Yard.

Mr. Domen received an e-mail stating that the underground storage tanks at the San Ysidro Yard need to be removed by 2023. Mr. Allison added that the process to remove them should start immediately as it will take some time to complete.

8. Public Comments

There were no public comments.

9. Next Meeting Date

The next meeting of the SD&AE Railway Company Board of Directors is on Tuesday, April 7, 2020.

10. Adjournment

The meeting was adjourned at 9:20 a.m.

/s/ Wayne Terry
President

/s/ Karen Landers
General Counsel

Agenda Item No. 2

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 28, 2020

SUBJECT:

STATEMENT OF RAILWAY FINANCES

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a financial report for the period ending June 30, 2020.

Budget Impact

None.

DISCUSSION:

Attached are SD&AE's preliminary financial results for the period ending June 30, 2020. We will continue to accrue expenses for invoices that come in with services rendered prior to June 30, 2020. We expect a final report to be available at the October 6, 2020, meeting.

As of June 30, 2020, fiscal year-to-date revenues are \$488,000 favorable to budget primarily due to the Desert Line Lease revenue not included in the budget.

Expenses are \$165,000 favorable to budget primarily due to a favorable variance in both Outside Services and Risk Management.

The year-to-date Net Income as of June 30, 2020, was \$557,000.

Attachment: SD&AE Operating Statement for period ending June 30, 2020

SD&AE Operating Statement FY2020-19

	FY 2020					FY 2019	
	Q1 Actual	Q2 Actual	Q3 Actual	Q4 Actual	YTD Actual	YTD Budget	Variance
Revenues							
Right of Entry Permits	\$ 12,750	\$ 7,275	\$ 11,063	\$ 7,870	\$ 38,958	\$ 35,000	\$ 3,958
Lease Income	19,533	19,983	19,488	19,539	78,542	85,000	(6,458)
Desert Line Lease Revenue	250,010	249,990	-	-	500,000	-	500,000
Operator Income - SD&IV 1% Freight Fee	10,000	10,000	1,647	9,000	30,647	40,000	(9,353)
Total Revenues	\$ 292,293	\$287,247	\$ 32,198	\$ 36,409	\$ 648,147	\$ 160,000	\$ 488,147
Expenses							
Personnel Costs	\$ 10,782	\$ 13,343	\$ 12,181	\$ 5,086	\$ 41,392	\$ 47,500	\$ 6,108
Outside Services	-	-	680	4,626	5,306	110,000	104,694
Risk Management	3,600	5,648	6,161	7,253	22,661	69,301	46,640
Misc. Operating Expenses	3,433	17,857	25	150	21,464	29,200	7,736
Total Expenses	\$ 17,815	\$ 36,847	\$ 19,047	\$ 17,114	\$ 90,823	\$ 256,001	\$ 165,178
Net Income/(Loss)	\$ 274,479	\$250,400	\$ 13,151	\$ 19,294	\$ 557,324	\$ (96,001)	\$ 653,325

Reserve Balance July 1, 2019	\$ 372,897
Allocated Interest Earnings - Estimated	10,000
Operating Profit/(Loss) - YTD	557,324
Gain on Sale of Property	1,994,000
Less Desert Line Lease Revenue	(500,000)
Estimated Reserve Balance as of June 30, 2020	\$2,434,221

Agenda Item No. 3

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 28, 2020

SUBJECT:

REPORT ON SAN DIEGO AND IMPERIAL VALLEY (SD&IV) RAILROAD OPERATIONS
(JARED GOOCH)

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

An oral report will be given during the meeting.

Attachment: 2nd Quarter report for 2020



SD&AE Board
C/O MTS
1255 Imperial Avenue, Suite 1000
San Diego, California 92101

July 17, 2020

Periodic Report

In accordance with Section 20 of the Agreement for Operational Freight Service and Control through Management of the San Diego and Arizona Eastern Railway Company activities of interest for the 2nd Quarter of 2020 are listed as follows:

1. Labor

At the end of June 30, 2020, the San Diego & Imperial Railroad had 8 employees:

- 1 General Manager
- 1 Manager - Marketing & Sales
- 1 Office Manager
- 1 Mechanical Manager
- 1 Maintenance of Way Employee
- 3 Train Service Employees

2. Marketing

Volume in the 2nd Quarter had a 29% decrease as compared to the same quarter in 2019. Both bridge traffic into Mexico and traffic terminating on SDIY were down about the same amount. The Mexican volume decrease is primarily attributed to Covid related production decreases, especially among the packaging products. On the US side, volumes are down due to the completion of the border wall material transload and decreased ethanol demand due to Covid.

3. Reportable Injuries/Environmental

Days through year to date, June 30, 2020, there were no FRA Reportable injuries or Environmental incidents on the SDIV Railroad.

Days FRA Reportable Injury Free: **8487**

4. Summary of Freight

	2020	2019	2018
Total rail carloads that moved by SDIY Rail Service in the quarter.	718	1011	904
Total railroad carloads Terminating/Originating Mexico in the quarter.	387	551	575
Total railroad carloads Terminating/Originating El Cajon, San Diego, National City, San Ysidro, California in the quarter.	331	460	329
Total customers directly served by SDIY in the quarter	9	12	12
Regional Truck trips that SDIY Railroad Service replaced in the quarter	2154	3033	2712

Respectfully,

Matt Domen

General Manager

Agenda Item No. 4

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 28, 2020

SUBJECT:

REPORT ON PACIFIC SOUTHWEST RAILWAY MUSEUM

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

An oral report will be given during the meeting.

Attachment: Quarterly report not submitted in time for the mail-out



Pacific Southwest Railway Museum

La Mesa Depot 4695 Nebo Drive La Mesa, CA 91941 619-465-7776

July 22, 2020

SD&AE Board
c/o Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

Re: Second Quarter 2020

Dear SD&AE Board:

During the second quarter of 2020 the Pacific Southwest Railway Museum operated zero trains and was open to the public zero days in response to the coronavirus lockdown and subsequent orders for non-essential businesses and museums. There were no FRA reportable accidents or injuries during the second quarter, 2020. Total revenue from SD&AE property for this time period was \$0.

Passenger ridership during the second quarter of previous years has been:

2,607 passengers during the second quarter of 2019
1,866 passengers during the second quarter of 2018
2,315 passengers during the second quarter of 2017
1,185 passengers during the second quarter of 2016
2,197 passengers during the second quarter of 2015
2,794 passengers during the second quarter of 2014
1,901 passengers during the second quarter of 2013
2,882 passengers during the second quarter of 2012
2,434 passengers during the second quarter of 2011
1,977 passengers during the second quarter of 2010

PSRM continues to perform FRA mandated maintenance and keep current with electrical charges for both signalized railroad crossings within our right-of-way limits; PSRM signal maintainers perform the monthly, quarterly and annual inspections. Our Maintenance of Way

department began tie renewal and weeding efforts along the mainline towards the end of the quarter with plans for continued efforts through the summer months.

Efforts were underway for a planned re-opening of the facility compliant, with all mandated CDC regulations for July 25 but that has now been altered to an anticipated reopening date for Labor Day weekend, Saturday, September 5, 2020.

Thank you for allowing us the opportunity to interpret southern California railroading in a living history atmosphere. We are honored to be caretakers of the Campo Depot and the Desert Line and look forward to a renewed and prosperous year ahead.

Sincerely,

A handwritten signature in black ink, appearing to read "Diana Hyatt", with a long horizontal flourish extending to the right.

Diana Hyatt
President

Agenda Item No. 5

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 28, 2020

SUBJECT:

REPORT ON THE DESERT LINE

RECOMMENDATION:

That the SD&AE Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

A report will be presented during the meeting.

Attachment: Quarterly report not submitted in time for the mail-out

Agenda Item No. 6a

San Diego and Arizona Eastern (SD&AE)
Railway Company
Board of Directors Meeting

July 28, 2020

SUBJECT:

SUMMARY OF SD&AE DOCUMENTS ISSUED SINCE JANUARY 14, 2020

RECOMMENDATION:

That the SD&AE Railway Company Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

Since the January 14, 2020, SD&AE Railway Company Board of Directors meeting, the documents described below have been processed by staff.

- S200-20-728: Right of Entry Permit to Swinerton Builders to construct an at-grade crossing on the Coronado Branch at E Street in the City of Chula Vista.
- S200-20-729: Right of Entry Permit to Hal Hays Construction, Inc. to construct a water pipeline at Elm Street in the City of San Diego.
- S200-20-732: Right of Entry Permit to New Way Tree Service to perform landscape maintenance along the Orange Line in the City of La Mesa.
- S200-20-733: Right of Entry Permit to HP Communications, Inc. to construct an underground fiber-optic line at Moss Street in the City of Chula Vista.
- S200-20-734: Right of Entry Permit to Navy Region Southwest for the 34th Annual Bay Bridge Run/Walk event.
- S200-20-738: Right of Entry Permit to Level 10 Construction, LP, to construct a residential building at 14th Street and Commercial Avenue in the City of San Diego.
- S200-20-741: Right of Entry Permit to SDG&E to construct an underground electric crossing at E Street and an aerial electric crossing south of E Street on the Coronado Branch in the City of Chula Vista.

Public Speaker - Mitch Beauchamp 7/28/2020 SD&AE Meeting

Thank you for this opportunity to discuss the Desert Line contract. As you know, a group with which I am associated opened the rail line in 2006 and we were able to export from Mexico ri-bar, as well as massive exportation of sand to the Campo facility. Unfortunately, the effort was taken over by a cabal from Las Vegas which not only destroyed the corporate organization but also did similar damage on the Mexican portion of the rail line.

One of the major problems with the operation of the line is the interference by government agencies. The 20-year mess by the PAN administration on the Mexican portion of the line is due to the corruption of Mexican officials to exact tribute to support a bloated, parasitic and redundant organization that was established to manage the assignment of the line from the central government. The recent mis-accounting of the \$20 million grant to upgrade the line is the latest of these fiascos.

The Desert line has been the red-headed stepchild of the MTDB/MTS system. When my group had control of the situation, under a reasonable contract with a minimum fee and percentage, the line was opened and operating. But the imposition of a \$1 million minimum fee was a stupid attempt by the past MTS CEO to show some return for this constant burr in his saddle. Through the reams of litigation and bankruptcies, the present Desert Line contractor is stuck with the reality of now catching up with a \$1 million payment, which it obviously does not have. Extensions of the 1 January due date for the first half-million; and now 1 July for the second half-million, are met with pleadings for extensions and what are obdurately disingenuous justifications. Clearly the contractor has no ability to pay this minimum fee, much less following through with the other pie-in-the-sky demands of the contract, based upon MTS's normal cost estimating under Davis-Bacon criteria. But seeing the potential to lose a million bucks seems like malfeasance by not running out the payment deadline in desperation.

But this fiasco must stop and this contract ended. It is unfortunate that the prior payments by the contractor have no recourse. But there seems to have been no plan in the first place, just great aspirations.

I ask the present MTS organization to terminate this contract and be prepared to sell the Desert line to a private party, so that the rail line can be opened, and real, 24-hour commerce returned to the region.

The acquisition of the line system from Southern Pacific had the obligation as a common carrier to keep the eastern freight railroad open. MTS has not done this. Having a single Class I carrier serving San Diego is not in the best interests of competition and movement of goods. The vulnerability of the coast rail line has been already seen at Del Mar and San Clemente.

Moreover, this line is a unique, international railroad and involved two nations, it is not some parochial, historic remnant.

R. Mitchel Beauchamp

28 July 2020



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

Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 9/10/2020**

SUBJECT:

ADOPTION OF AMENDED 2020 CONFLICT OF INTEREST CODE

RECOMMENDATION:

That the Board of Directors:

- 1) Adopt Resolution No. 20-17 (Attachment A) amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974;
- 2) Adopt the amended 2020 MTS Conflict of Interest Code (in substantially the same format as Attachment B); and
- 3) Forward the amended 2020 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body).

Budget Impact

None.

DISCUSSION:

The Political Reform Act (the "Act") requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets. Except for positions listed in Gov. Code § 87200, the Conflict of Interest Code must specifically designate all agency positions that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

The Act further requires that an agency regularly review and update its Conflict of Interest Code as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code §§ 87306 and 87306.5.)



Review of the Code was done as directed by the code-reviewing body and shows that the Conflict of Interest Code must be amended to include new positions that must be designated, revise titles of existing positions, delete positions that no longer exist and clarify real property disclosure requirements.

Attachment B contains a redline version of the proposed amended Code showing the proposed amendments.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Resolution No. 20-17
B. Proposed Amended 2020 Conflict of Interest Code

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 20-17

A Resolution of the Board of Directors of the San Diego Metropolitan Transit System Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the San Diego Metropolitan Transit System ("MTS") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in MTS being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") which was amended on September 20, 2018, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within MTS have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update MTS's Code; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of, the proposed amended Conflict of Interest Code was provided each designated employee and publicly posted for review at the offices of MTS; and

WHEREAS, a public meeting was held upon the proposed amended Conflict of Interest Code at a regular meeting of the Board of Directors on September 17, 2020, at which all present were given an opportunity to be heard on the proposed amended Conflict of Interest Code.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the General Counsel and available to the public for inspection and copying during regular business hours.

SECTION 2. The said amended Conflict of Interest Code shall be submitted to the Board of Supervisors of the County of San Diego for approval.

SECTION 3. The said amended Conflict of Interest Code shall become effective immediately after the Board of Supervisors approves the proposed amended Code as submitted.

PASSED, APPROVED AND ADOPTED, by the Board of Directors this 17th day of September, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Attachment: Amended Conflict of Interest Code

Resolution No. 20-17

**CONFLICT OF INTEREST CODE
OF THE
SAN DIEGO METROPOLITAN
TRANSIT SYSTEM**

CONFLICT OF INTEREST CODE
OF THE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
(Amended September 17, 2020)

The Political Reform Act, (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) that contains the terms of a standard model conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories shall constitute the conflict of interest code of the **San Diego Metropolitan Transit System (MTS)**.

All officials and designated positions shall file their statements of economic interests with MTS's **General Counsel** as MTS's Filing Officer. The **General Counsel** shall make and retain a copy of all statements filed by Members and Alternates of the Board of Directors, Chief Executive Officer and the Chief Financial Officer, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of San Diego. The **General Counsel** shall retain the originals of the statements filed by all other designated positions. The **General Counsel** will make all retained statements available for public inspection and reproduction during regular business hours (Gov. Code Section 81008).

APPENDIX

CONFLICT OF INTEREST CODE **OF THE** **SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

(Amended September 17, 2020)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

MTS Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to MTS’s Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Board of Directors and Alternates

Chief Executive Officer

Chief Financial Officer

Investment Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Assistant (Copy Center)	4
Applications Development & Support Manager	5
Assistant Manager of Maintenance	5
Assistant Manager of Stores	5
Business Systems Analyst (ALL)	5
Buyer	4
Chief Human Resources Officer	5
Chief Information Officer	5
Chief of Staff	1
Chief Operating Officer – Rail	1
Chief Operating Officer – Transit Services	1
Contract Administrator	4
Controller	1, 2
Creative Design Manager	5
Datacenter Operations Manager	5
Deputy Director of Transit Enforcement	5
Director of Capital Projects	1, 2
Director of Financial Planning & Analysis	1, 2
Director of Fleet and Facility Maintenance	5
Director of Human Resources	5

Director of Marketing & Communications	5
Director of Planning	1, 2
Director of Supply & Operations	4
Director of Support Services	2, 3, 5
Director of Transit System Security	5
Director of Transportation	1
Division Manager of Maintenance	5
Enterprise Business Solutions Manager	5
Environmental Health & Safety Specialist	5
Fare Systems Administrator	5
Financial Analyst	4
For-Hire Vehicle Administration Manager	5
General Counsel	1, 2
Graphic Designer III	5
Information Security & Intelligence Engineer	5
Information Security & Intelligence Manager	5
Internal Auditor	4
Liability Claims Supervisor	1, 2, 7
Manager of Advertising & Contracts	5
Manager of Benefits & Compensation	5
Manager of Capital Projects	1, 2

Manager of Contract Operations & Passenger Facilities	2, 4
Manager of Government Affairs	1
Manager of Human Resources	5
Manager of Inventory Operations	4
Manager of Paratransit & Mini Bus	5
Manager of Procurement	4
Manager of Real Estate Assets	1, 2
Manager of Risk and Claims	1, 2, 7
Manager of Scheduling	5
Manager of Service Quality – Rail Division	5
Network Operations Manager	5
Operating Budget Supervisor	1, 2
Procurement Specialist (ALL)	4
Project Engineer (Rail)	1, 2
Project Manager – Capital Projects	2, 3, 5
Regulatory Enforcement Supervisor	6
Report Development Analyst	5
Revenue Maintenance Supervisor	5
Revenue Supervisor	5
Right-of-Way Engineer	1, 2
SAP System Administrator	5

Senior Human Resources Analyst	5
Senior Transportation Planner	1, 2
Senior Worker's Compensation Analyst	7
Staff Attorney – Regulatory Compliance	2, 5, 6, 7
Superintendent of Facilities	5
Superintendent of LRV Maintenance	5
Superintendent of Transportation	5
Superintendent of Wayside Maintenance	5
Supervisor of Paratransit & Mini Bus	5
Supervisor of Revenue Operations	5
Systems Engineer (Rail)	1, 2
Talent Acquisition Manager	5
Transit Asset Management Program Manager	2, 4
Transportation Operations Specialist (ALL)	2, 5
Zero Emission Bus Project Specialist	5

Consultant and New Positions²

² Individuals serving as a Consultant defined in Regulation 18700.3, or in a new position created since this Code was last amended that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive

Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³ “Investment” means financial interest in any business entity (including a consulting business, or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of MTS.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of MTS.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of MTS, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of MTS.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by MTS.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against MTS in the past 2 years, or have a claim pending before MTS.

Category 8: Disclose investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the geographical area of, and within two miles of, the designated position's assigned project area.

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

CONFLICT OF INTEREST CODE

OF THE

**SAN DIEGO METROPOLITAN
TRANSIT SYSTEM**

CONFLICT OF INTEREST CODE

OF THE

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

(Amended September ~~2017~~, ~~2018~~2020)

The Political Reform Act, (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) that contains the terms of a standard model conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories shall constitute the conflict of interest code of the **San Diego Metropolitan Transit System (MTS)**.

All officials and designated positions shall file their statements of economic interests with MTS's **General Counsel** as MTS's Filing Officer. The **General Counsel** shall make and retain a copy of all statements filed by Members and Alternates of the Board of Directors, Chief Executive Officer and the Chief Financial Officer, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of San Diego. The **General Counsel** shall retain the originals of the statements filed by all other designated positions. The **General Counsel** will make all retained statements available for public inspection and reproduction during regular business hours (Gov. Code Section 81008).

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

(Amended September ~~2017, 2018~~2020)⁴

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

MTS Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to MTS’s Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments²:

Board of Directors and Alternates

Chief Executive Officer

Chief Financial Officer

Investment Consultant

⁴ ~~Nonsubstantive changes to titles made January, 2019.~~

² Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Assistant (Copy Center)	4
Applications Development & Support Manager	5
Assistant Manager of Maintenance	5
Assistant Manager of Stores	5
Business Systems Analyst (ALL)	5
Buyer	4
Capital Grants Supervisor <u>Transit Asset Management Program Manager</u>	2, 4
Chief Human Resources Officer	5
Chief Information Officer	5
Chief of Staff	1
Chief Operating Officer – Rail	1
Chief Operating Officer – Transit Services	1
Creative Design Manager	5
Contract Administrator	4
Controller	1, 2
Datacenter Operations Manager	5
Deputy Director of Transit Enforcement	5
Director of Capital Projects and Real Estate	1, 2 ³
Director of Supply & Operations	4

³ ~~Created through reorganization/reclassification of duties of existing positions—Manager of Capital Project, Manager of Real Estate Assets and Project Manager—Capital Projects.~~

DESIGNATED POSITIONS'
TITLE OR FUNCTIONDISCLOSURE CATEGORIES
ASSIGNED

Director of Financial Planning & Analysis	1, 2
Director of Fleet and Facility Maintenance	5
Director of Human Resources	5
Director of Marketing & Communications	5
Director of Planning	1, 2
Director of Transit System Security	5
Director of Transportation	1
Enterprise Business Solutions Manager	5
Environmental Health & Safety Specialist	5
<u>Superintendent of Facilities Manager</u>	5
Fare Systems Administrator	5
Financial Analyst	4
General Counsel	1, 2
Graphic Designer III	5
<u>Information Security & Intelligence Engineer</u>	<u>5</u>
<u>Information Security & Intelligence Manager</u>	<u>5</u>
Internal Auditor	4
Liability Claims Supervisor	1, 2, 7
Manager of Contract Operations & Passenger Facilities	2, 4
Manager of Advertising & Contracts	5
Manager of Benefits & Compensation	5

DESIGNATED POSITIONS'
TITLE OR FUNCTIONDISCLOSURE CATEGORIES
ASSIGNED

Manager of Capital Projects (duties reorganized)	1, 2
Manager of Government Affairs	1
Manager of Human Resources	5
Manager of Inventory Operations	4
Division Manager of Maintenance	5
Manager of Paratransit & Mini Bus	5
Manager of Procurement	4
Manager of Real Estate Assets (duties reorganized)	1, 2
Manager of Risk and Claims	1, 2, 7
Manager of Scheduling	5
Manager of Service Quality – Rail Division	5
Manager-Director of Support Services	2, 3, 5
Network Operations Manager	5
Operating Budget Supervisor	1, 2
Procurement Specialist (ALL)	4
Project Engineer (Rail)	1, 2
Project Manager – Capital Projects (duties reorganized)	2, 3, 5
Regulatory Enforcement Supervisor	6
Report Development Analyst	5
Revenue Maintenance Supervisor	5
Revenue Manager (ALL) Supervisor of Revenue Operations	5

DESIGNATED POSITIONS'
TITLE OR FUNCTIONDISCLOSURE CATEGORIES
ASSIGNED

Revenue Supervisor	5
Right-of-Way Engineer	1, 2
SAP System Administrator	5
Senior Human Resources Analyst	5
Senior Transportation Planner	1, 2
Staff Attorney – Regulatory Compliance	2, 5, 6, 7
Superintendent of LRV Maintenance	5
Superintendent of Transportation	5
Superintendent of Wayside Maintenance	5
<u>Supervisor of Paratransit & Mini Bus</u>	<u>5</u>
Systems Engineer (Rail)	1, 2
Talent Acquisition Manager	5
<u>Taxicab-For-Hire Vehicle</u> Administration Manager	5
Transportation Operations Specialist (ALL)	2, 5
<u>Senior</u> Worker's Compensation Analyst	7
<u>ZEB Performance AnalystZero Emission Bus Project Specialist</u>	5

Consultant and New Positions⁴

⁴ Individuals serving as a Consultant defined in Regulation 18700.3, or in a new position created since this Code was last amended that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³ “Investment” means financial interest in any business entity (including a consulting business, or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of MTS.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in or own real property within the jurisdiction of MTS.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of MTS, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of MTS.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by MTS.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against MTS in the past 2 years, or have a claim pending before MTS.

Category 8: Disclose investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the geographical area of, and within two miles of, the designated position's assigned project area.



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

FISCAL YEAR (FY) 2019-2020 AND FY 2020-2021 CALIFORNIA SENATE BILL (SB) 1
STATE OF GOOD REPAIR (SGR) FUNDING

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 20-18 (in substantially the same format as Attachment A), in order to:

- 1) Authorize the use of, and application for, \$4,955,508.00 in FY 2020-21 State of Good Repair funding to be used for the 40-foot Bus Replacement Project in FY 2021-22; and
- 2) Approve the acceptance of an additional \$54,235.03 in FY 2019-20 SB1-SGR funding to bring the total FY 2019-20 allocation to \$4,643,615.03

Budget Impact

The State Controller's Office estimates that MTS will receive \$4,955,508.00 in FY 2020-21 SB1-SGR funding and does not require matching.

The State Controller's Office also allocated an additional \$54,235.03 in FY 2019-2020 SB1-SGR funding that is available to MTS.

DISCUSSION:

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



These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR Program. These funds will be allocated under the STA Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half is allocated to population and half according to transit operator revenues.

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

The SGR program requires that transit operators submit a list of all projects that will be funded with SGR funding by September 1, 2020. MTS staff has identified the 40-foot Bus Procurement Project in FY 2022 as a project meeting the SGR funding requirements. The project will replace 37 40-foot CNG buses in FY 2022. The total budget for this procurement is currently estimated at \$21.8 million. This funding can be used to purchase either CNG or Zero Emission Buses. MTS will use a combination of Federal 5307, Federal 5339 and local funding (including \$4.95 million from SGR) to fund this project. It will be included in the FY 2022 Capital Improvement Program (CIP).

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 20-18, in order to:

- 1) Authorize the use of, and application for, \$4,955,508.00 in FY 2020-21 State of Good Repair funding to be used for the 40-foot Bus Replacement Project in FY 2021-22; and
- 2) Approve the acceptance of an additional \$54,235.03 in FY 2019-20 SB1-SGR funding to bring the total FY 2019-20 allocation to \$4,643,615.03

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Resolution No. 20-18

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 20-18

Resolution Approving the Revised Fiscal Year (FY) 2019-2020 and FY 2020-2021
SB 1 State of Good Repair Claim

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

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

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

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

WHEREAS, MTS wishes to delegate authorization to execute these documents and any amendments there to the Chief Executive Officer; and

WHEREAS, in order to qualify for the SB1-SGR funding allocation, MTS is required to submit a proposed project list to Caltrans on an annual basis and for FY 2020-2021, MTS proposes to fund the 40-foot Bus Replacement Project; and

WHEREAS, MTS wishes to authorize the use of, and application for, \$4,955,508 in FY 2020-2021 SB1-SGR funding to be used for the 40-foot Bus Replacement Project; and

WHEREAS, the State Controller's Office has informed MTS that it has an additional \$54,235.05 in FY 2019-20 State of Good Repair Funding available, bringing the total 2019-20 allocation to \$4,643,615.03.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board does hereby direct and empower MTS staff to prepare and transmit allocation instructions to the County Auditor to disburse to MTS the FY 2020-2021 SGR amounts totaling \$4,955,508 for the 40-foot Bus Replacement Project, and authorize the acceptance of an additional \$54,235.03 in FY 2019-2020 SGR funding.

PASSED AND ADOPTED, by the Board of Directors this 17th day of September 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution No. 20-18



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Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

OCCUPATIONAL HEALTH SERVICES - CONTRACT AMENDMENTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to reallocate contract capacity between contracts G1944.2-17 with Kaiser Permanente and G2069.2-18 with Concentra. The amended amounts for each contract are based on actual usage during the base period of these contracts, and will not exceed the original total contract dollar amount of \$762,204.00.

Budget Impact

These services are locally funded through the Operating Budget account number 711010-571160 (Human Resources Department).

DISCUSSION:

On November 9, 2017, the MTS Board of Directors approved a contract award to the following firms for the provision of occupational health services:

Contract No.	Contractor	Contract Award (Base + Options)
G1944.0-17	Kaiser Permanente	\$599,265.00
G2069.0-18	Concentra	\$122,542.00
G2070.0-18	UCSD Health	\$40,397.00

For the past three years, the three providers listed above have been providing occupational health services to MTS. These contracts are intended to fulfill MTS's need for qualified medical providers to conduct comprehensive pre-placement, second opinion and fit-for-duty medical examinations, as well as Department of Transportation mandated, post-accident and reasonable suspicion drug testing.



Over the last three years, the actual usage of G1944.0-17 (Kaiser Permanente) and G2069.0-18 (Concentra) varied from the originally submitted contract amounts. The primary reason why there is additional usage of the Concentra contract is due to additional convenient locations and more flexibility with appointment options compared to Kaiser Permanente. Based on actual usage, MTS staff determined the following amounts are reflective of the actual authority needed for each contract through the base and option years.

Contract No.	Contractor	Revised Contract Award (Base + Options)	Modification
G1944.0-17	Kaiser Permanente	\$339,265.00	(\$260,000.00)
G2069.0-18	Concentra	\$382,542.00	+ \$260,000.00
G2070.0-18	UCSD Health	\$40,397.00	No change

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to reallocate contract capacity between contracts G1944.2-17 with Kaiser Permanente and G2069.2-18 with Concentra. The amended amounts for each contract are based on actual usage during the base period of these contracts, and will not exceed the original total contract dollar amount of \$762,204.00.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft MTS Doc. No. G1944.2-17
B. Draft MTS Doc. No. G2069.2-18

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Amendment 2

September 17, 2020

MTS Doc No. G1944.2-17

OCCUPATIONAL HEALTH SERVICES

Kaiser Permanente, Kaiser On-the-Job
Thomas W. Wang, MD
1800 Harrison, 9th Floor
Oakland CA, 94612

Dear Dr. Wang:

This shall serve as Amendment No.2 to the original agreement G1944.0-17 as further described below.

SCOPE

Kaiser Permanente has performed the contracted services successfully. There shall be no changes to the scope of work.

SCHEDULE

Under this Amendment, MTS hereby exercises Option Years 1-3 to extend the contract through November 30, 2023.

PAYMENT

Due to a decrease in the need for services under this agreement, the overall contract amount with Kaiser Permanente is hereby reduced by \$260,000 for base and option years. The total not to exceed contract amount shall be \$339,265 inclusive of base and option years.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Thomas W. Wang, MD
Kaiser Permanente, Kaiser On-the-Job

Date: _____





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Amendment 2

September 17, 2020

MTS Doc No. G2069.2-18

OCCUPATIONAL HEALTH SERVICES

Occupational Health Centers of California
Dba Concentra Medical Centers
John R. Anderson, Vice President
5080 Spectrum Drive, Suite 1200W
Addison TX, 75001

Dear Mr. Anderson:

This shall serve as Amendment No.2 to the original agreement G2069.0-18 as further described below.

SCOPE

Occupational Health Centers of California has performed the contracted services successfully. There shall be no changes to the scope of work.

SCHEDULE

Under this Amendment, MTS hereby exercises Option Years 1-3 to extend the contract through November 30, 2023.

PAYMENT

Due to an increase in the need for services under this agreement, the overall payment amount to Occupational Health Centers of California is hereby increased by \$160,000 for base and option years. The total not to exceed contract amount shall be \$382,542 inclusive of base and option years.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

John R. Anderson, Vice President
Occupational Health Centers of San
Diego

Date: _____





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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

Draft for
Executive Committee
Review Date: 09/10/2020

SUBJECT:

INVESTMENT REPORT – QUARTER ENDING JUNE 30, 2020

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of June 30, 2020. The combined total of all investments has increased quarter to quarter from \$115.4 million to \$124.2 million. This \$8.8 million increase is attributable to \$16.1 million in capital expenditures subsidy reimbursement from San Diego Association of Governments (SANDAG) relating to the Light-Rail Vehicle (LRV) procurement, \$8.4 million in Compressed Natural Gas (CNG) rebate revenue, \$8.2 million in State Transit Assistance (STA) funding, partially offset by \$24.1 million in capital expenditures, as well as normal timing differences in other payments and receipts.

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

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



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

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, julia.tuer@sdmts.com

Attachment: A. Investment Report for the Quarter Ending June 30, 2020.

**San Diego Metropolitan Transit System
Investment Report
June 30, 2020**

Institution / Issuer	Function	Investment Type	Restricted	Unrestricted	Total	Avg. Rate of Return	Benchmark	
J.P. Morgan Chase	Operating Funds	Depository Bank	-	34,986,339	34,986,339	0.04%	*	0.260% WSJ Money Market
U.S. Bank - Retention Trust Account	Restricted for Capital Support	Depository Bank	7,735,565	-	7,735,565	N/A	**	-
San Diego County Treasurer's Office	Prop 1B TSGP Grant Funds	Investment Pool	12,391,884	-	12,391,884	1.874%		1.295% S&P US T-Bill 0-3 Mth Index
Subtotal: Restricted for Capital Support			20,127,450	-	20,127,450			
Local Agency Investment Fund (LAIF)	Investment of Surplus Funds	Investment Pool	-	42,722,737	42,722,737	1.217%		1.295% S&P US T-Bill 0-3 Mth Index
San Diego County Treasurer's Office	Investment of Surplus Funds	Investment Pool	-	26,410,577	26,410,577	1.874%		1.295% S&P US T-Bill 0-3 Mth Index
Subtotal: Investment Surplus Funds			-	69,133,314	69,133,314			
Grand Total Cash and Investments			\$ 20,127,450	\$ 104,119,652	\$ 124,247,102			

*-The .04% is an annual percentage yield on the average daily balance that exceeds \$22 million

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



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

PRINTING TIMETABLES – 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. G2381.0-20 (in substantially the same format as Attachment A), with Southwest Offset Printing Co., Inc. ("SOP"), for printing services, in the amount of \$1,440,751.59, for seven (7) years effective December 1, 2020.

Budget Impact

The total budget for this project shall not exceed \$1,440,751.59 and is funded through the MTS Operating account number 902010-571220.

DISCUSSION:

MTS Bus Operations, ACCESS & ADA Service and Trolley Operations connect people to work, school, shopping, medical appointments, cultural sites and various events. Timetables inside each mode of service are an important piece of the information customers need to ride each day.

The Contractor, SOP, will print timetables for distribution to bus and trolley riders. The services include providing all the necessary labor, equipment, printing materials and supplies and delivering the timetables to various designated MTS locations (in substantially the same format as Attachment B).



On May 22, 2020 MTS issued a Request for Proposals (RFP) for printing services. Five (5) proposals were received by the due date of July 6, 2020 from:

1. DPI Direct, Poway, CA 92064
2. House of Ideas, San Diego, CA 92115
3. International Security Products (ISP), Paso Robles, CA 93446
4. Neyenesch Printers Inc. (Small Business), San Diego, CA 92101
5. Southwest Offset Printing Co., Inc. (SOP), Gardena, CA 90249

House of Ideas and Neyenesch were deemed non-responsive for only submitting costs and no technical proposals, and their proposals were rejected.

A selection committee consisting of representatives from MTS Bus, Finance and Marketing met and scored the proposals based on the following criteria:

- | | |
|--|------------|
| 1. Staffing, Organization, and Management Plan | 15% |
| 2. Contractor Responsiveness and Flexibility | 15% |
| 3. Qualifications of the Firm or Individual | 20% |
| 4. Work Plan | 25% |
| 5. Cost | <u>25%</u> |
| | Total 100% |

The following table represents the proposer's scores and rankings following the initial evaluations:

Proposer	Technical Score	Cost Score	Total	Ranking
SOP	65.33	25.00	90.33	1
ISP	60.17	22.10	82.27	2
DPI Direct	45.67	19.15	64.82	3

The initial costs are shown below:

Proposer	Initial Cost
SOP	\$1,440,751.59
ISP	\$1,629,909.00
DPI Direct	\$1,880,723.17

After the initial review, the evaluation team determined that SOP and ISP's proposals were top ranked and agreed it would be in MTS's best interest to obtain revised proposals for clarifications and revised costs (in substantially the same format as Attachment C).

On July 27, 2020, MTS received revised proposals and on July 29, 2020 the selection committee rescored the revised proposals.

Neither proposer revised their costs, and the following table represents the proposers' scores and rankings following the revised proposals evaluations:

Proposer	Technical Score	Cost Score	Total	Ranking
SOP	71.00	25.00	96.00	1
ISP	63.67	22.10	85.77	2

The selection committee determined that SOP remained the top ranked firm and invited them to interview. At the interview on August 4, 2020, SOP further discussed their experience and staffing, and presented their online portal that MTS would use to submit print jobs.

After the interview, the selection committee concluded that SOP's offer presented the best value to MTS, and it would be in MTS's best interest to proceed with them as the selected proposer.

Comparing SOP's total cost at \$1,440,751.59 to the MTS Independent Cost Estimate (ICE) at \$1,564,511.30 is a cost that staff deems to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2381.0-20 (in substantially the same format as Attachment A), with SOP, for printing services, in the amount of \$1,440,751.59, for seven (7) years effective December 1, 2020.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Standard Procurement Agreement MTS Doc. No. G2381.0-20
B. Scope of Work
C. Costs

1255 Imperial Avenue, Suite 1000
 San Diego, CA 92101
 Tel 619.231.1466 Fax 619.234.3407

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2381.0-20
PRINTING TIMETABLES**

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: Southwest Offset Printing Co., Inc Address: 13650 Gramercy Place
Gardena CA 90249
City State Zip
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email : b.jarrin@southwestoffset.com
 Telephone: (310) 965-9102

Authorized person to sign contracts Bruce Jarrin Sales Executive
Name Title

The Contractor agrees to provide goods and 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) and Forms (Exhibit D).

The contract term is for up to (7) years effective December 1, 2020 through November 30, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,440,751.59 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SOUTHWEST OFFSET PRINTING CO., INC
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, Office of General Counsel	Title: _____

MTS Doc No: G2381.0-20
 PRINTING TIMETABLES



SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. INTRODUCTION

MTS on behalf of San Diego Transit Corp., (which is MTS's Bus division) and San Diego Trolley Inc., (which is MTS's Trolley division), is soliciting proposals from qualified firms to print timetables for distribution to its customers.

Bus and trolley services connect people to work, school, shopping, medical appointments, cultural sites and events. The timetables are an important piece of the information customers need to ride the bus and trolley.

Contractor will provide timetable printing services including but not limited to the necessary labor, equipment, materials, supplies, press cleaning and set up for the following:

- A. MTS Bus Operations
- B. MTS ACCESS & ADA Service
- C. MTS Trolley Operations

The agreement will be for seven (7) years effective December 1, 2020 to November 31, 2027.

5.2. TASKS TO BE PERFORMED

Contractor shall be responsible for the following tasks:

- A. Upon receipt of artwork from MTS, Contractor shall prepare proofs and plates necessary for the printing of timetables within specified time frame.
- B. Print with proofs, fold, package, and deliver timetables to the locations shown in this scope of work.

5.3. ALL-INCLUSIVE COSTS

The cost proposal shall be all-inclusive (with the exception of sales tax), including but not limited to labor, printing costs, supplies, press cleaning and setup, and all other production costs.

The unit cost shall include the production of "blue line" quality proofs (clean, crisp, press quality proofs) following any changes to art, map, or copy for approval by MTS. There shall be no additional charge for subsequent blue lines, which are required for approval unless they are required as the result of changes by MTS. All plate/proof charges shall be incorporated into the cost proposal.

If MTS has a requirement to produce a new timetable, for a route not included in the annual quantities section of the specifications, the unit price for production of that timetable shall be consistent with routes of equivalent function and scale.

The cost shall include courier service and/or delivery of all printed items to the locations specified by MTS.

MTS will not pay additional costs.

5.4. COST PROPOSAL FORMS INSTRUCTIONS

Proposers shall use the cost proposal forms provided in this RFP. Proposers are required to submit firm fixed pricing for all seven (7) years. A “sample” completed cost form is provided herein for reference only.

There are two (2) sections/tables for each year on the cost proposal forms. Proposers are required to fill out and formulate the cost forms for all years by following the instructions below:

A. Price Break per Timetables via Quantities

In this section/table, Proposers are required to fill in each cell with the cost of each timetable size being ordered at the specific quantity range. This will be the firm fixed price charged to MTS when ordering timetables during the year within that range.

B. Quantity Ordered

In this next section/table, MTS included the estimated quantities of timetables that are anticipated to be ordered each year by the number ordered at a given time. The total value of the contract and your proposal will be based on these tables. With the “Price Break per Timetables via Quantities” section filled in this table will auto populate those given values. Do not change the “Yearly Quantity” listed in this section.

Yearly Quantity: Please note that the stated quantity in this section is more than the actual range.

For example: 8.5” x 11” paper size, yearly quantity listed is 25,000 timetables under range >9,999. This means that there were multiple orders made of less than >9,999 during the year. Total quantity ordered ultimately equaled 25,000 timetables for the year for the 8.5” x 11” paper size.

To calculate the yearly quantity, please use the formula below:
$$\text{Unit Price} \times \text{Yearly Quantity} = \text{Total}$$

Be sure to subtotal each section if there are multiple paper sizes being ordered within the range and provide a total for each year.

Note: The estimated yearly quantities are for proposing purposes only, and do not reflect actual amounts to be printed. The estimated quantities do not commit MTS to authorize any printing services. Amounts may be more or less than indicated and will depend on MTS actual needs.

MTS TIMETABLE SPECIFICATIONS			YEAR ONE (1/1/14 through 12/31/14)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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5.5. TRIM SIZE SPECIFICATIONS

A. MTS Bus Timetables

Bus schedules are printed in three (3) different sizes:

- 11" x 17";
- 8.5" x 11"; and
- 11" x 21"

Approximately thirty-one routes trim to 11" x 17" and thirty-eight trim to 8.5" x 11". Route #7 trims to 11" x 21". All timetables must be folded to a size of 3.625" x 4.25".

B. MTS ACCESS/ADA Brochures

This brochure trims at 11" x 17" and folds down to 3.625" x 4.25".

C. MTS Trolley Timetables

The trolley timetables trim down to 14.5" x 21.25" and folds down to 3.625" x 4.25".

FOLDING NOTE: All of the above pieces, A, B, & C, fold down to 3.625"w x 4.25"h so they can all be displayed in uniform display rack together.

5.6. PAPER REQUIREMENTS

A. MTS Bus Timetables

All bus timetables will be printed on 50 lb., Standard Recycled White Offset Uncoated paper.

The stock needs to have decent opacity so there is little to no show through as they print 2-sided, and fold with a clean line.

B. MTS ACCESS/ADA Brochures

This piece is printed on a 50 lb. Standard Recycled White Offset Uncoated paper. The stock must have an opacity rating of at least 93% so there is little to no show through as they print 2-sided, and fold with a clean line.

C. MTS Trolley Timetables

The trolley timetables print on a 40 lb. white (bright white if possible) Accent Opaque Offset, uncoated stock. The stock must have an opacity rating of at least 93% so there is little to no show through as they print 2-sided, and fold with a clean line.

5.7. INK

A. MTS Bus Timetables

MTS bus timetables will be printed on a white paper using Solid PMS Uncoated ink colors to be determined by MTS. All timetables will print (1/1).

B. MTS ACCESS/ADA Brochures

This brochure prints on white paper using one Solid PMS Uncoated color + 2/2. Ink coverage would be considered “medium”.

C. MTS Trolley Timetables

The trolley timetables print on white paper using four (4) color process printing; 4/4. **Registration is critical on this piece**. Ink coverage would be considered “medium”.

5.8. STORAGE AND RETENTION

Secure digital art/negatives/plates storage and care must be maintained at all times. Digital art/negatives/plates may not be destroyed until the particular route has been reprinted with copy changes, a minimum of two (2) times. In cases of emergencies, MTS may have a need to make a schedule change that can be handled by telephone instructions and, because of digital art/negatives/plates availability; the changes can be put into effect immediately. All digital art/negatives/plates will remain the property of MTS.

5.9. ORDERING**A. Service Changes**

MTS conducts three (3) scheduled system service changes per year (January, June and September). During these periods, MTS introduces new Trolley and Bus route and schedule changes to passengers. Newly designed timetables are required to communicate and market these changes. During these scheduled service change periods, MTS will require that all ordered timetables be delivered two (2) weeks or ten (10) business days prior to the effective service change date. It is imperative that schedules arrive on time to adequately provide passengers the necessary information.

B. Reorders

Not all MTS Trolley and Bus routes change every scheduled service change. Routes that do not change may require reorders of existing timetables when the current inventory is depleted. The lead time for these orders is two (2) weeks or ten (10) business days from the time the order is placed by MTS.

5.10. SPECIAL ORDERS

When and if service changes occur, MTS reserves the right to request different size schedules with different color combinations. With written notice, MTS may request an emergency order to print timetables and delivery within five (5) business days.

5.11. QUANTITY OF ORDERS

A master list of each route and estimated amount of printed copies required will be sent with each order. The schedules change approximately three (3) times per year and major change periods could entail changes from 0 to 94 routes. Reasonable notice will be given in cases where large quantities of paper are to be ordered.

5.12. PACKAGING

All MTS Bus, MTS Trolley, and MTS Access/ADA timetables or brochures must be packaged in bundles of fifty (50) copies in bust proof bands, string, or rubber bands. All boxes used for the packaging of schedules must be the standard size of 18" x 12" x 8" or 11" x 9" x 8" in order to fit in existing storage bins. Packaging of timetables shall not exceed 1,000 timetables per box.

Each box must be identified with a taped-on sample of the schedule and quantity. Each box must be clearly labeled with the following information below:

- A. Specific timetable
- B. Delivery location
- C. Delivery date

5.13. DELIVERIES

Deliveries must be made between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, to destinations in San Diego County as specified by MTS. Below is the current list of delivery locations which MTS reserves the right to add or subtract locations at any time.

San Diego Trolley Warehouse

Attn: Storeroom Manager
1341 Commercial Street
San Diego, CA 92113

Transdev South Bay Division

Attn: Juan Silva
3620 Main Street
Chula Vista, CA 91911

San Diego Transit – Kearny Mesa Division (KMD)

Attn: Bobby Franklin
4630 Ruffner Street
San Diego, CA 92111

Transdev East County Division

Attn: Norma Lahti
544 Vernon Way
El Cajon, CA 92020

San Diego Transit – Imperial Avenue Division (IAD)

Attn: Ben Stallman
100 16th Street
San Diego, CA 92101

First Transit

Attn: Rafael Villegas
7490 Copley Park Place
San Diego, CA 92111

San Diego Transit – Telephone Information

Attn: Robinaire Ruiz
100 16th Street
San Diego, CA 92101

Transit Store

Attn: Adrian Paniagua
1255 Imperial Ave., Ste 100A
San Diego, CA 92101

San Diego Transit – Contract Services

Attn: Ben Stallman
100 16th Street
San Diego, CA 92101

Metropolitan Transit System (MTS)

Attn: Melinda Patterson
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

5.14. PAYMENT TERMS

Unless otherwise stated in the specifications or cost 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**

5.15. 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.

PRINTING TIMETABLES: MTS DOC. NO. G2381.0-20
REQUEST FOR REVISED PROPOSALS

NAME OF FIRM: SOUTHWEST OFFSET PRINTING CO., INC.

COST/PRICING FORM

Refer to Attachment: ATT 1 Cost Pricing Form

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer.

Proposer shall submit pricing for all the work described in the Scope of Work section. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each year of service. Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS and may be more or less than indicated.

Pricing should not include sales tax.

Proposer accepts responsibility for accuracy and presentation of the numbers included in the cost form.

Submit the proposal following instructions as specified in Submission Requirements section. All proposers must complete proposal forms as provided, failure to do so will deem the proposal non-responsive.

TOTAL COST SUMMARY FROM ATTACHMENT 1:

YEAR 1 TOTAL COSTS: \$190,893.00

YEAR 2 TOTAL COSTS: \$195,665.33

YEAR 3 TOTAL COSTS: \$200,556.96

YEAR 4 TOTAL COSTS: \$205,570.88

YEAR 5 TOTAL COSTS: \$210,710.15

YEAR 6 TOTAL COSTS: \$215,977.91

YEAR 7 TOTAL COSTS: \$221,377.36

7 YEAR TOTAL: \$1,440,751.59

Printing Timetables 2020 (ADDENDUM NO. 1) **SOUTHWEST OFFSET**

MTS TIMETABLE SPECIFICATIONS			Year One						
			Price Break per Timetable via Quantities						
ROUTE	PAPER SIZE	No. of Colors	1-9,999	10,000-19,999	20,000-24,999	25,000 - 34,999	35,000 - 49,999	50,000 - 74,999	75,000 +
Trolley	14.5" x 21.25"	4	0.1767	0.1165	0.1049	0.0911	0.0815	0.0718	0.0675
Bus Route	11" x 21"	1	0.1493	0.0972	0.0082	0.0774	0.0697	0.0620	0.0587
MTS ADA	11" x 17"	4	0.0428	0.0428	0.0428	0.0428	0.0428	0.0428	0.0428
Bus Route	11" x 17"	1	0.0428	0.0428	0.0428	0.0428	0.0428	0.0428	0.0428
Bus Route	8.5 x 11"	1	0.0296	0.0296	0.0296	0.0296	0.0296	0.0296	0.0296

Year One													
Paper Size	# of Colors	Quantity Ordered											
		1- 9,999			10,000 - 19,999			20,000 - 24,999			25,000 - 34,999		
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total
14.5" x 21.25"	4												
11" x 21"	1										0.08	80,000	\$ 6,192.00
11" x 17"	4							0.04	35,000	\$ 1,498.00			
11" x 17"	1				0.04	550,000	\$ 23,540.00	0.04	650,000	\$ 27,820.00	0.04	400,000	\$ 17,120.00
8.5" x 11"	1	0.03	40,000	\$ 1,184.00	0.03	775,000	\$ 22,940.00	0.03	700,000	\$ 20,720.00	0.03	400,000	\$ 11,840.00
Totals				\$ 1,184.00			\$ 46,480.00			\$ 50,038.00			\$ 35,152.00
Paper Size	# of Colors	Quantity Ordered											
		35,000 - 49,999			50,000 - 74,999			75,000 +					
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total			
14.5" x 21.25"	4	0.08	250,000	\$ 20,375.00									
11" x 21"	1												
11" x 17"	4												
11" x 17"	1	0.04	505,000	\$ 21,614.00	0.04	375,000	\$ 16,050.00						
8.5" x 11"	1												
Totals				\$ 41,989.00			\$ 16,050.00			\$ -	Year 1 Total		\$ 190,893.00

MTS TIMETABLE SPECIFICATIONS			Year Two						
			Price Break per Timetable via Quantities						
ROUTE	PAPER SIZE	No. of Colors	1-9,999	10,000-19,999	20,000-24,999	25,000 - 34,999	35,000 - 49,999	50,000 - 74,999	75,000 +
Trolley	14.5" x 21.25"	4	\$ 0.1811	\$ 0.1194	\$ 0.1075	\$ 0.0934	\$ 0.0835	\$ 0.0736	\$ 0.0692
Bus Route	11" x 21"	1	\$ 0.1530	\$ 0.0996	\$ 0.0084	\$ 0.0793	\$ 0.0714	\$ 0.0636	\$ 0.0602
MTS ADA	11" x 17"	4	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439
Bus Route	11" x 17"	1	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439	\$ 0.0439
Bus Route	8.5 x 11"	1	\$ 0.0303	\$ 0.0303	\$ 0.0303	\$ 0.0303	\$ 0.0303	\$ 0.0303	\$ 0.0303

Year Two													
Paper Size	# of Colors	Quantity Ordered											
		1- 9,999			10,000 - 19,999			20,000 - 24,999			25,000 - 34,999		
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total
14.5" x 21.25"	4												
11" x 21"	1										0.08	80,000	\$ 6,346.80
11" x 17"	4							0.04	35,000	\$ 1,535.45			
11" x 17"	1				0.04	550,000	\$ 24,128.50	0.04	650,000	\$ 28,515.50	0.04	400,000	\$ 17,548.00
8.5" x 11"	1	0.03	40,000	\$ 1,213.60	0.03	775,000	\$ 23,513.50	0.03	700,000	\$ 21,238.00	0.03	400,000	\$ 12,136.00
Totals				\$ 1,213.60			\$ 47,642.00			\$ 51,288.95			\$ 36,030.80
Paper Size	# of Colors	Quantity Ordered											
		35,000 - 49,999			50,000 - 74,999			75,000 +					
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total			
14.5" x 21.25"	4	0.08	250,000	\$ 20,884.38									
11" x 21"	1												
11" x 17"	4												
11" x 17"	1	0.04	505,000	\$ 22,154.35	0.04	375,000	\$ 16,451.25						
8.5" x 11"	1												
Totals				\$ 43,038.73			\$ 16,451.25			\$ -	Year 2 Total		\$ 195,665.33

MTS TIMETABLE SPECIFICATIONS			Year Three						
			Price Break per Timetable via Quantities						
ROUTE	PAPER SIZE	No. of Colors	1-9,999	10,000-19,999	20,000-24,999	25,000 - 34,999	35,000 - 49,999	50,000 - 74,999	75,000 +
Trolley	14.5" x 21.25"	4	\$ 0.1856	\$ 0.1224	\$ 0.1102	\$ 0.0957	\$ 0.0856	\$ 0.0754	\$ 0.0709
Bus Route	11" x 21"	1	\$ 0.1569	\$ 0.1021	\$ 0.0086	\$ 0.0813	\$ 0.0732	\$ 0.0651	\$ 0.0617
MTS ADA	11" x 17"	4	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450
Bus Route	11" x 17"	1	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450	\$ 0.0450
Bus Route	8.5 x 11"	1	\$ 0.0311	\$ 0.0311	\$ 0.0311	\$ 0.0311	\$ 0.0311	\$ 0.0311	\$ 0.0311

Year Three													
Paper Size	# of Colors	Quantity Ordered											
		1- 9,999			10,000 - 19,999			20,000 - 24,999			25,000 - 34,999		
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total
14.5" x 21.25"	4												
11" x 21"	1										0.08	80,000	\$ 6,505.47
11" x 17"	4							0.04	35,000	\$ 1,573.84			
11" x 17"	1				0.04	550,000	\$ 24,731.71	0.04	650,000	\$ 29,228.39	0.04	400,000	\$ 17,986.70
8.5" x 11"	1	0.03	40,000	\$ 1,243.94	0.03	775,000	\$ 24,101.34	0.03	700,000	\$ 21,768.95	0.03	400,000	\$ 12,439.40
Totals				\$ 1,243.94			\$ 48,833.05			\$ 52,571.17			\$ 36,931.57
Paper Size	# of Colors	Quantity Ordered											
		35,000 - 49,999			50,000 - 74,999			75,000 +					
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total			
14.5" x 21.25"	4	0.09	250,000	\$ 21,406.48									
11" x 21"	1												
11" x 17"	4												
11" x 17"	1	0.04	505,000	\$ 22,708.21	0.04	375,000	\$ 16,862.53						
8.5" x 11"	1												
Totals				\$ 44,114.69			\$ 16,862.53			\$ -	Year 3 Total		\$ 200,556.96

MTS TIMETABLE SPECIFICATIONS			Year Four						
			Price Break per Timetable via Quantities						
ROUTE	PAPER SIZE	No. of Colors	1-9,999	10,000-19,999	20,000-24,999	25,000 - 34,999	35,000 - 49,999	50,000 - 74,999	75,000 +
Trolley	14.5" x 21.25"	4	\$ 0.1903	\$ 0.1255	\$ 0.1130	\$ 0.0981	\$ 0.0878	\$ 0.0773	\$ 0.0727
Bus Route	11" x 21"	1	\$ 0.1608	\$ 0.1047	\$ 0.0088	\$ 0.0834	\$ 0.0751	\$ 0.0668	\$ 0.0632
MTS ADA	11" x 17"	4	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461
Bus Route	11" x 17"	1	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461	\$ 0.0461
Bus Route	8.5 x 11"	1	\$ 0.0319	\$ 0.0319	\$ 0.0319	\$ 0.0319	\$ 0.0319	\$ 0.0319	\$ 0.0319

Year Four													
Paper Size	# of Colors	Quantity Ordered											
		1- 9,999			10,000 - 19,999			20,000 - 24,999			25,000 - 34,999		
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total
14.5" x 21.25"	4												
11" x 21"	1										0.08	80,000	\$ 6,668.11
11" x 17"	4							0.05	35,000	\$ 1,613.18			
11" x 17"	1				0.05	550,000	\$ 25,350.01	0.05	650,000	\$ 29,959.10	0.05	400,000	\$ 18,436.37
8.5" x 11"	1	0.03	40,000	\$ 1,275.04	0.03	775,000	\$ 24,703.87	0.03	700,000	\$ 22,313.17	0.03	400,000	\$ 12,750.39
Totals				\$ 1,275.04			\$ 50,053.88			\$ 53,885.45			\$ 37,854.86
Paper Size	# of Colors	Quantity Ordered											
		35,000 - 49,999			50,000 - 74,999			75,000 +					
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total			
14.5" x 21.25"	4	0.09	250,000	\$ 21,941.65									
11" x 21"	1												
11" x 17"	4												
11" x 17"	1	0.05	505,000	\$ 23,275.91	0.05	375,000	\$ 17,284.09						
8.5" x 11"	1												
Totals				\$ 45,217.56			\$ 17,284.09			\$ -	Year 4 Total		\$ 205,570.88

MTS TIMETABLE SPECIFICATIONS			Year Five						
			Price Break per Timetable via Quantities						
ROUTE	PAPER SIZE	No. of Colors	1-9,999	10,000-19,999	20,000-24,999	25,000 - 34,999	35,000 - 49,999	50,000 - 74,999	75,000 +
Trolley	14.5" x 21.25"	4	\$ 0.1950	\$ 0.1286	\$ 0.1158	\$ 0.1006	\$ 0.0900	\$ 0.0793	\$ 0.0745
Bus Route	11" x 21"	1	\$ 0.1648	\$ 0.1073	\$ 0.0091	\$ 0.0854	\$ 0.0769	\$ 0.0684	\$ 0.0648
MTS ADA	11" x 17"	4	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472
Bus Route	11" x 17"	1	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472	\$ 0.0472
Bus Route	8.5 x 11"	1	\$ 0.0327	\$ 0.0327	\$ 0.0327	\$ 0.0327	\$ 0.0327	\$ 0.0327	\$ 0.0327

Year Five													
Paper Size	# of Colors	Quantity Ordered											
		1- 9,999			10,000 - 19,999			20,000 - 24,999			25,000 - 34,999		
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total
14.5" x 21.25"	4												
11" x 21"	1										0.09	80,000	\$ 6,834.81
11" x 17"	4							0.05	35,000	\$ 1,653.51			
11" x 17"	1				0.05	550,000	\$ 25,983.76	0.05	650,000	\$ 30,708.07	0.05	400,000	\$ 18,897.28
8.5" x 11"	1	0.03	40,000	\$ 1,306.91	0.03	775,000	\$ 25,321.47	0.03	700,000	\$ 22,871.00	0.03	400,000	\$ 13,069.14
Totals				\$ 1,306.91			\$ 51,305.22			\$ 55,232.59			\$ 38,801.23
Paper Size	# of Colors	Quantity Ordered											
		35,000 - 49,999			50,000 - 74,999			75,000 +					
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total			
14.5" x 21.25"	4	0.09	250,000	\$ 22,490.19									
11" x 21"	1												
11" x 17"	4												
11" x 17"	1	0.05	505,000	\$ 23,857.81	0.05	375,000	\$ 17,716.20						
8.5" x 11"	1												
Totals				\$ 46,348.00			\$ 17,716.20			\$ -	Year 5 Total		\$ 210,710.15

MTS TIMETABLE SPECIFICATIONS			Year Six						
			Price Break per Timetable via Quantities						
ROUTE	PAPER SIZE	No. of Colors	1-9,999	10,000-19,999	20,000-24,999	25,000 - 34,999	35,000 - 49,999	50,000 - 74,999	75,000 +
Trolley	14.5" x 21.25"	4	\$ 0.1999	\$ 0.1318	\$ 0.1187	\$ 0.1031	\$ 0.0922	\$ 0.0812	\$ 0.0764
Bus Route	11" x 21"	1	\$ 0.1689	\$ 0.1100	\$ 0.0093	\$ 0.0876	\$ 0.0789	\$ 0.0701	\$ 0.0664
MTS ADA	11" x 17"	4	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484
Bus Route	11" x 17"	1	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484	\$ 0.0484
Bus Route	8.5 x 11"	1	\$ 0.0335	\$ 0.0335	\$ 0.0335	\$ 0.0335	\$ 0.0335	\$ 0.0335	\$ 0.0335

Year Six													
Paper Size	# of Colors	Quantity Ordered											
		1- 9,999			10,000 - 19,999			20,000 - 24,999			25,000 - 34,999		
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total
14.5" x 21.25"	4												
11" x 21"	1										0.09	80,000	\$ 7,005.68
11" x 17"	4							0.05	35,000	\$ 1,694.85			
11" x 17"	1				0.05	550,000	\$ 26,633.35	0.05	650,000	\$ 31,475.78	0.05	400,000	\$ 19,369.71
8.5" x 11"	1	0.03	40,000	\$ 1,339.59	0.03	775,000	\$ 25,954.50	0.03	700,000	\$ 23,442.78	0.03	400,000	\$ 13,395.87
Totals				\$ 1,339.59			\$ 52,587.85			\$ 56,613.40			\$ 39,771.26
Paper Size	# of Colors	Quantity Ordered											
		35,000 - 49,999			50,000 - 74,999			75,000 +					
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total			
14.5" x 21.25"	4	0.09	250,000	\$ 23,052.44									
11" x 21"	1												
11" x 17"	4												
11" x 17"	1	0.05	505,000	\$ 24,454.26	0.05	375,000	\$ 18,159.10						
8.5" x 11"	1												
Totals				\$ 47,506.70			\$ 18,159.10			\$ -	Year 6 Total		\$ 215,977.91

MTS TIMETABLE SPECIFICATIONS			Year Seven						
			Price Break per Timetable via Quantities						
ROUTE	PAPER SIZE	No. of Colors	1-9,999	10,000-19,999	20,000-24,999	25,000 - 34,999	35,000 - 49,999	50,000 - 74,999	75,000 +
Trolley	14.5" x 21.25"	4	\$ 0.2049	\$ 0.1351	\$ 0.1217	\$ 0.1056	\$ 0.0945	\$ 0.0833	\$ 0.0783
Bus Route	11" x 21"	1	\$ 0.1731	\$ 0.1127	\$ 0.0095	\$ 0.0898	\$ 0.0808	\$ 0.0719	\$ 0.0681
MTS ADA	11" x 17"	4	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496
Bus Route	11" x 17"	1	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496	\$ 0.0496
Bus Route	8.5 x 11"	1	\$ 0.0343	\$ 0.0343	\$ 0.0343	\$ 0.0343	\$ 0.0343	\$ 0.0343	\$ 0.0343

Year Seven													
Paper Size	# of Colors	Quantity Ordered											
		1- 9,999			10,000 - 19,999			20,000 - 24,999			25,000 - 34,999		
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total
14.5" x 21.25"	4												
11" x 21"	1										0.09	80,000	\$ 7,180.82
11" x 17"	4							0.05	35,000	\$ 1,737.22			
11" x 17"	1				0.05	550,000	\$ 27,299.18	0.05	650,000	\$ 32,262.67	0.05	400,000	\$ 19,853.95
8.5" x 11"	1	0.03	40,000	\$ 1,373.08	0.03	775,000	\$ 26,603.37	0.03	700,000	\$ 24,028.85	0.03	400,000	\$ 13,730.77
Totals				\$ 1,373.08			\$ 53,902.55			\$ 58,028.74			\$ 40,765.54
Paper Size	# of Colors	Quantity Ordered											
		35,000 - 49,999			50,000 - 74,999			75,000 +					
		Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total	Unit Price	Yearly Quantity	Total			
14.5" x 21.25"	4	0.09	250,000	\$ 23,628.75									
11" x 21"	1												
11" x 17"	4												
11" x 17"	1	0.05	505,000	\$ 25,065.61	0.05	375,000	\$ 18,613.08						
8.5" x 11"	1												
Totals				\$ 48,694.37			\$ 18,613.08			\$ -	Year 7 Total		\$ 221,377.36



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Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

ENGINEERING AND RIGHT OF WAY SERVICES - WORK ORDER AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute WOA1947-AE-16.03 under MTS Doc. No. G1947.0-17 (in substantially the same format as Attachment A) with HDR Engineering, Inc. (HDR) in the amount of \$618,232.64 to increase the Work Order budget for the continued provision of engineering and right-of-way support services for the MTS Capital Projects Department.

Budget Impact

Today's action will bring the total value of the HDR Work Order No. WOA1947-AE-16 to \$1,037,600.38 per the table below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA1947-AE-16	Original Work Order	\$419,367.74	05/10/18, Item 17
WOA1947-AE-16.01	Annual Rate Increase	\$0.00	n/a
WOA1947-AE-16.02	Annual Rate Increase	\$0.00	n/a
WOA1947-AE-16.03	Budget Increase	\$618,232.64	Today's Proposed Action
		\$1,037,600.38	

HDR Work Order WOA1947-AE-16.03 is funded through MTS Operating account 791010-571140. MTS costs associated with engineering support are reimbursed by permittees / applicants requesting MTS engineering input as part of our standard permit process.



DISCUSSION:

Under this work order, the consultant shall provide general engineering and right-of-way services, including: a) general right-of-way coordination, b) technical reviews of right-of-way permit request and plan reviews, c) technical reviews of right-of-entry permit applications and project plans from other agencies, and/or developers, and d) other general engineering and right-of-way related services, such as developing engineering drawings, as-builts, engineering proposals, calculations, material selection, and/or reports for miscellaneous projects within the MTS right-of-way as requested by staff on an as-needed basis.

These services are necessary to assist MTS in providing specific technical expertise and efficient responses to third party project plans on MTS property, and ensure that these project plans do not negatively impact MTS infrastructure and/or assets.

On May 10, 2018, the MTS Board of Directors approved the Worker Order No. WOA1947-AE-16 under MTS Doc. No. G1947.0-17 with HDR in the amount of \$419,367.74 to perform approximately 2,777 hours of engineering and right-of-way services for the period of four (4) years. The original Work Order value and hours was an estimate based on 2017-2018 trends.

In the two years following the issuance of the Work Order, MTS has seen an increase in the amount of construction immediately surrounding and within MTS's operating right-of-way. This has resulted in a much larger number of permits requested and an accelerated use of the hours available under the original Work Order. In the first year (June 2018-2019) of the Work Order, the average plan reviews were approximately five plan sets a month. The following year (July 2019-2020) the average plan reviews went up to 13 plan sets per month, or nearly triple the rate at the beginning of the contract. Staff is estimating an additional 2,888 hours of engineering support will be needed to account for the continued level of construction and for the integration of the Mid-Coast trolley extension.

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 eight (8) firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process. MTS selects the most qualified firm based on the scope of work to be performed.

On January 11, 2018, MTS staff issued a Request for Proposals (RFP) to approved A&E firms. On February 13, 2018, MTS received a sole proposal from HDR. MTS staff evaluated HDR's proposal and determined that both HDR and their subconsultant have the engineering experience to fulfill the requirements of this task order.

Staff subsequently negotiated with HDR in an effort to reduce their respective pricing. HDR agreed to cap their administrative hours for the duration of the contract to 8% of the total hours billed by their sub-consultant for the duration of the work order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute WOA1947-AE-16.03 under MTS Doc. No. G1947.0-17 (in substantially the same format as Attachment A) with HDR in the amount of \$618,232.64 to increase the Work Order budget for the continued provision of engineering and right-of-way support services for the MTS Capital Projects Department.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Work Order WOA1947-AE-16.03, MTS Doc. No. G1947.0-17

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September 17, 2020

MTS DOC No. G1947.0-17
Work Order WOA1947-AE-16.03

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

Dear Mr. Kim:

Subject: AMENDMENT NO. 3 TO WORK ORDER WOA1947-AE-16, MTS DOC. NO. G1947.0-17;
AS-NEEDED ENGINEERING PLAN REVIEW SUPPORT FOR MTS RIGHT-OF-WAY (ROW)

This letter shall serve as Amendment 3 to our agreement for professional services, Work Order WOA1947-AE-16, under the General Engineering Consultant Agreement, MTS Doc. No. G1947.0-17, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services. This Amendment shall increase the total budget amount of the Work Order.

SCHEDULE

There shall be no change to the Schedule, as a result of this Amendment. The Scope of Services shall remain in effect through May 31, 2022.

PAYMENT

This Amendment shall increase the value of the Work Order by \$618,232.64. Payment shall be based on actual costs. The revised total value of the Work Order shall not exceed \$1,037,600.38 without prior authorization of MTS.

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Thomas K. Kim
HDR Engineering, Inc.

Date: _____



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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

DESIGN SERVICES FOR AMERICA PLAZA AND KETTNER BLVD TRACK
REPLACEMENT – AWARD WORK ORDER CONTRACT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA1947-AE-59 under MTS Doc. No. G1947.0-17 (in substantially the same format as Attachment A) with HDR Engineering, Inc. (HDR), in the amount of \$154,736.16 for design services for America Plaza and Kettner Blvd. Track Replacement.

Budget Impact

The value of this Work Order will not exceed \$154,736.16, and is funded under the MTS Capital Improvement Program (CIP) Project number 2005112201 - Rail Replacement - America Plaza & Kettner.

DISCUSSION:

This project is for design services necessary to replace the existing rail at America Plaza Trolley Station, and the adjacent grade crossing located at Kettner Boulevard on the Blue Line. The current rail at America Plaza Trolley Station, and the existing grade crossing at Kettner Boulevard are at the end of useful service life and require replacement. Once the Mid-Coast project is complete, this section of the Blue Line will have increased trolley service, therefore, increasing the need for the project.

Once the design is complete, it is anticipated the construction for this project will be funded through the fiscal year (FY) 2022 Capital Improvement Project budget.



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

MTS staff reviewed the approved A&E firms and utilizing a direct award process, selected HDR to perform the requisite services. HDR had previously completed design work for track replacement along the Blue Line and therefore they are uniquely qualified to complete this portion of work.

HDR's initial proposed amount was \$160,008.53. Through negotiations with HDR, staff was able to reduce the Work Order amount by \$5,272.37. HDR's revised proposal of \$154,736.16 was \$43.84 less than MTS's Independent Cost Estimate (ICE). Thus, MTS determined that HDR's pricing was fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA1947-AE-59 under MTS Doc. No G1947.0-17 (in substantially the same format as Attachment A) with HDR, in the amount of \$154,736.16 for design services for America Plaza and Kettner Blvd. Track Replacement.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Work Order WOA1947-AE-59, MTS Doc. No. G1947.0-17

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September 17, 2020

MTS DOC No. G1947.0-17
Work Order WOA1947-AE-59

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

Dear Mr. Kim:

Subject: MTS DOC. NO. G1947.1-17, WORK ORDER WOA1947-AE-59; DESIGN SERVICES FOR AMERICA PLAZA AND KETTNER BLVD. TRACK REPLACEMENT

This letter shall serve as our agreement for professional services, Work Order WOA1947-AE-59, under the General Engineering Consultant Agreement, MTS Doc. No. G1947.0-17, as further described below.

SCOPE OF SERVICES

Provide design services for America Plaza and Kettner Blvd. Track Replacement. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

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

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$154,736.16 without prior authorization of MTS.

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Thomas K. Kim
HDR Engineering, Inc.

Date:_____

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



ATTACHMENT A

SCOPE OF SERVICES



MTS Doc. No. G1957.0-17

Work Order No. WOA1947-AE-59

WORK ORDER TITLE: Rail Replacement - America Plaza & Kettner

I. PROJECT DESCRIPTION

This project is for the design services required to replace the existing rail at America Plaza Trolley Station, and the replacement of the adjacent grade crossing located at Kettner Boulevard. The work for this project includes the following task items:

- The existing curved rail, rail boot, and other track material within the America Plaza station limits will be removed and replaced in kind.
- The existing grade crossing west of America Plaza station limits on Kettner Boulevard will be removed and be replaced in accordance to MTS design criteria.
- The stock rails and switch points at two (2) existing RH #6 turnouts west of the Kettner Boulevard grade crossing will be removed and replaced.

II. EXPECTED RESULTS

The work order will provide 100 percent construction documents which includes plans, specifications, and cost estimate for the construction of the improvements as described herein.

III. SCOPE OF WORK

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

TASK 1 - WORK ORDER MANAGEMENT

This task includes project management services associated with this work order, including the requirements for progress reports, invoicing, meetings, quality assurance/quality control, and administration of the Consultant's and subconsultant's work. It is anticipated that monthly team meetings will be established and attended by three (3) consultant team members. Each meeting is assumed to be 1 hour, with 1 additional hour for meeting preparation. In addition, design review meetings will be held follow each milestone submittal to address comment resolution. Each review meeting will be attended by three (3) consultant team members, and assumed to be 1 hour.

1.1 Progress Reports and Invoices

At the end of each month, Consultant shall report on work progress consistent with MTS's reporting and invoicing formats in the form of a progress report with each invoice indicating work completed (WBS subtask) by Consultant. Progress will be based on the physical percentage complete of individual subtasks or actual progress toward completion. Consultant shall submit one copy of a monthly progress report consisting of a written narrative to the MTS PM.

1.2 Inter-Agency and Project Coordination

Consultant shall coordinate meetings and deliverables, and assist the MTS PM on coordination with MTS departments, and other governing agencies, for all deliverables to ensure consistency among stakeholders.

TASK 2 - DESIGN SUPPORT SERVICES

Consultant shall develop final design documents that include Plans, Specifications, and Estimates for the project. The anticipated milestone submittals are 50%, 95%, and 100%.

2.1 Field Survey

- i) Collect topographic survey for design work in subsequent tasks within the project limits.
- ii) The topographic mapping limits consists of full topographic survey covering the width of MTS's maintenance responsibility within the boundary of Kettner Blvd. to India Street, including the existing turnouts west of Kettner Blvd.
- iii) A Digital Terrain Model (DTM) will be prepared based on the survey data collected.

2.2 50% Design Submittal

Develop site and track design to produce plans for the Contract Document package. The modifications to the existing site and trackage will include component replacement to two existing turnouts, track removal and replacement to include plan and profiles, IJ removal and reinstallation, wheel counter removal and replacement, fastener and/or fastener component repair/replacement, areas of pavement removal and replacement, and new crossing panels. All project elements will be designed to meet the requirements of MTS and the SANDAG LRT design standards. The Consultant shall;

- i) Review the available project data developed to date by MTS and SANDAG.
- ii) Collaborate with MTS to establish project specific design criteria.
- iii) Complete crossing design accordance to MTS/SANDAG design criteria.
- iv) Coordinate with MTS to confirm any modifications to the existing signal system equipment at wheel counter locations are to be incorporated.
- v) Development of drawings, specifications, and estimates to detail removal and replacement of existing insulated joints, TWC loops, and wheel counters; and testing requirements to return them to service. Testing details will be coordinated and provided by MTS.
- vi) Develop draft technical specifications and estimates for site improvements, and track design.

For Task Deliverables, see Section V – Deliverables

Assumptions & Key Understandings

- i) Contract Plans will be completed per MTS CADD standards.
- ii) Track Plans will be completed per MTS and AREMA design standards.
- iii) Plans will be designed in a MicroStation/AutoCAD environment.
- iv) Track design and top of rail modeling will be performed using InRoads software.
- v) Track profile design will generally follow the existing track profile.
- vi) HDR will provide MTS with a PDF set of the PS&E package at each major submittal.

Meetings

- i) One design review meeting and one field visit to review 50% plans.

2.3 95% Design Submittal

The purpose of this task is to incorporate MTS comments into the Contract Documents and provide additional details to the drawings to complete the plan set. Contract specifications will also be updated and completed including the cost estimate. The Consultant shall;

- i) Incorporate non-conflicting 50% submittal comments.
- ii) Continue to coordinate with MTS and update the plan set according to the agreed upon changes.
- iii) Update the construction estimate and specifications.

Meetings

- i) One design review meeting and one field visit to review 95% plans.

2.4 100% Plans, Specifications and Estimate

The Consultant shall;

- i) Incorporate non-conflicting 95% submittal comments.
- ii) Finalize the construction plans, specifications, and estimate in preparation for bidding.

Meetings

- i) One design review meeting to review 100% plans.

IV. PERIOD OF PERFORMANCE

The period of service shall be a duration of 8 months from the Notice to Proceed.

V. DELIVERABLES

50%, 95%, and 100% Plans, Specifications, and Estimate. Provide five 11" x 17" hard copy sets and PDF of each document included for submission to MTS.

Drawing	No. of Sheets
Title Sheet/Index	1
MTS General Notes	1
General Abbreviations	1
Survey Control Plan	1
Track Geometry Plan	1
Demolition Plan	1
Improvement Plan	1

Track Profile	1
Grade Crossing Plan	1
Typical Sections	1
Construction Details	2
Erosion Control Plan	1
Roadway Striping Plan	1
Special Trackwork Plan	1
Phasing Concept Plans	2
Signaling Plans and Details	3
Total Sheet Count	20

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Project Management and Coordination	NTP/NTP + 8 months
Field Survey	NTP/NTP + 1 month
50% submittal	NTP/NTP + 3 months
95% submittal	NTP/NTP + 5 months
100% submittal	NTP/NTP + 7 Months

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Field Survey (If Necessary)	1 month following NTP
ROM Estimate	3 months following NTP
50% Submittal	3 months following NTP
95% Submittal	5 months following NTP
100% Submittal	7 months following NTP

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

1. As-builts of existing track and signaling infrastructure and any available CAD files.

VIII. SPECIAL CONDITIONS

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

1. Consultant shall not be responsible for costs associated with MTS flag protection for all onsite activities performed as necessitated by the design process.
2. No Right-of-Entry is required to be processed by Consultant.
3. MTS shall be responsible for all review/permit costs associated with obtaining city approvals.
4. MTS shall provide right of way information.

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 deficiency 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:

Party Chief
Chainman

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 13, 09/17/2020

MTS Doc. No. **G1947.0-17**

Work Order No. **WOA1947-AE-59**

Attachment: **B**

Work Order Title: **Rail Replacement - America Plaza & Kettner**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$154,736.16
2			

Totals = **\$154,736.16**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Work Order Management	69.0	\$12,152.03
2		Design Support Services	835.0	\$142,584.13
3				
4				
5				

Totals = **904.0** **\$154,736.16**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				HDR Engineering, Inc.	765.0	\$131,748.63
				Aguirre & Associates	139.0	\$22,987.53

Totals = **904.0** **\$154,736.16**

Work Order Estimate Summary

Att. A, AI 13, 09/17/2020

Consultant/Subconsultant: HDR Engineering, Inc.

MTS Doc. No.: G1947.0-17

Work Order No.: WOA1947-AE-59

Total Hours =	765
Total Costs =	\$131,748.63

Work Order Title: Rail Replacement - America Plaza & Kettner

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Sr. Project Manager	Project Engineer	Engineer II	Designer II	Engineer I	Group Director/ Systems	Engineer III	Project Manager II/ Railroad	Sr. Project Manager/ Railroad	Document Control Specialist	Total Hours	Totals
				\$ 328.96	\$ 161.44	\$ 121.51	\$ 149.39	\$ 110.22	\$ 237.01	\$ 139.37	\$ 275.97	\$ 326.91	\$ 107.33		
1	Task 1	Work Order Management													
		Progress Report and Invoices		2						7			24	33	\$4,209.43
		Inter-Agency and Project Coordination		16						16		4		36	\$7,922.60
		ODCs	\$20.00												\$20.00
		Subtotals (Hours) =	N/A	18						23		28		69	\$12,152.03
		Subtotals (Costs) =	\$20.00	\$5,921.28						\$3,205.51		\$3,005.24		69	\$12,152.03
2	Task 2	Design Support Services													
		Field Survey		2		4	8							14	\$2,339.08
		Design Support													
		50% Submittal													
		Plans		8		40	44	24	24	40				180	\$27,973.56
		Specifications		8	24				12	8				52	\$10,465.32
		Estimate		2		20	16	10						48	\$6,580.56
		95% Submittal													
		Plans		8		24	40	10	12	32				126	\$19,929.68
		Specifications		8	32				16	16				72	\$13,819.84
		Estimate		2		14	8	8						32	\$4,435.94
		100% Submittal													
		Plans		4		16	16	8	4	8				56	\$8,595.00
		Specifications		4	8				2	8				22	\$4,196.34
		Estimate		1		8	2	4						15	\$2,040.70
		Comment Reviews/Responses		2		8	8		4	8				30	\$4,888.12
		Quality Control - Detail Check and Reviews			16						16			32	\$7,813.60
		Design Review Meetings (3 Total)		3		2			2	2				9	\$1,982.66
		Field Meetings (2 Total)		2		2			2	2				8	\$1,653.70
		ODCs	\$2,882.50												\$2,882.50
		Subtotals (Hours) =	N/A	54	80	138	142	64	78	124		16		696	\$119,596.60
		Subtotals (Costs) =	\$2,882.50	\$17,763.84	\$12,915.20	\$16,768.38	\$21,213.38	\$7,054.08	\$18,486.78	\$17,281.88		\$5,230.56		696	\$119,596.60
		Totals (Summary) =													
		Total (Hours) =	N/A	72	80	138	142	64	78	147		16	28	765	\$131,748.63
		Total (Costs) =	\$2,902.50	\$23,685.12	\$12,915.20	\$16,768.38	\$21,213.38	\$7,054.08	\$18,486.78	\$20,487.39		\$5,230.56	\$3,005.24		\$131,748.63
		Percentage of Total (Hours) =	N/A	9%	10%	18%	19%	8%	10%	19%		2%	4%	100%	
		Percentage of Total (Costs) =		2%	18%	10%	13%	5%	14%	16%		4%	2%		100%

Work Order Estimate Summary

Att. A, AI 13, 09/17/2020

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

Contract No: **G1947.0-17**

Task Order No. **WOA1947-AE-59**

Work Order Title: **Rail Replacement - America Plaza & Kettner**

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	Mileage	Mile	\$0.575			500	\$287.50						
2	Reproduction	LS	\$10.00	2	\$20.00	10	\$100.00						
3	ROW Training	EA	\$165.00			3	\$495.00						
4	Utility Locating	LS	\$2,000.00			1	\$2,000.00						
5													
6													
7													
8													
9													
10													
Subtotal =					\$20.00	Subtotal =	\$2,882.50	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 1		Task 2		Task 3		Task 4		Task 5		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage											500	\$287.50
2	Reproduction											12	\$120.00
3	ROW Training											3	\$495.00
4	Utility Locating											1	\$2,000.00
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$2,902.50

Att. A, AI 13, 09/17/2020

Attachment: B

Rail Replacement - America Plaza & Kettner

A-13

Work Order Estimate Summary

Att. A, AI 13, 09/17/2020

Consultant/ Subconsultant: **Aguirre & Associates**

Contract No: **G1947.0-17**

Task Order No. **WOA1947-AE-59**

Work Order Title: **Rail Replacement - America Plaza & Kettner**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	2 Cores		Additional Core							
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reference Maps	LS	\$60.00			1	\$60.00						
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
						\$60.00							

TASKS/WBS (6-10)													
ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Reference Maps											1	\$60.00
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												\$60.00	



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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 9/10/2020**

SUBJECT:

KEARNY MESA DIVISION (KMD) BAY ROLLUP DOOR REPLACEMENT
CONSTRUCTION – 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. PWB314.0-20 (in substantially the same format as Attachment A), with Noble E&C Inc., a Small Business (SB), for procuring and installing KMD rollup doors in the amount of \$98,400 plus a 30% contingency for change orders.

Budget Impact

The total budget for this project shall not exceed \$127,920, including contingency and is funded by MTS Capital Improvement Project (CIP) account 3006112601.

DISCUSSION:

This project consists of the removal and replacement of ten maintenance bay rollup doors and two shipping and receiving rollup doors. The project was funded through the annual CIP process because the existing doors, installed in 1988, have exceeded their useful life and need to be replaced. These doors are necessary to secure the bus maintenance facility and equipment located inside the facility.

On June 23, 2020, staff issued an Invitation for Bids (IFB). The following bids were received:



Proposer Name	Overall Total Amount
Noble E&C (SB)	\$98,400.00
Mckendry Door Sales (SB)	\$99,169.78
Singh Group (Disadvantaged Business Enterprise)	\$135,000.00
Alvand Construction	\$137,000.00
<i>MTS Independent Cost Estimate (ICE)</i>	<i>\$102,669.00</i>

Based on bids received, and in comparison, with the ICE, Noble E&C's price of \$98,400 was determined to be fair and reasonable.

The contingency amount of 30% was selected due to the fact that the mechanical door lifts are also at the end of their useful life; however, are still functioning normally and the original project did not include the replacement. The lifts will be replaced as needed and full replacement of all the lifts will not exceed the contingency amount.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWB314.0-20 (in substantially the same format as Attachment A), with Noble E&C Inc., for procuring and installing Kearny Mesa Division (KMD) rollup doors in the amount of \$98,400 plus 30% contingency for a total not to exceed amount of \$127,920.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Standard Construction Agreement MTS Doc. No. PWB314.0-20
B. Bid Price Form



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

STANDARD CONSTRUCTION AGREEMENT
FOR
MTS DOC. NO. PWB314.0-20
KMD ROLLUP DOOR REPLACEMENT CONSTRUCTION

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: Noble E&C Address: 21643 Birch Hill Dr.
Diamond Bar, CA 91765
Form of Business: Corp.
(Corporation, Partnership, Sole Proprietor, etc.) Email : nobleencinfo@gmail.com
Telephone: 714-334-0002

Authorized person to sign contracts Joo w. Kim Project Manager
Name Title

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

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

SCOPE OF WORK

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

KMD ROLLUP DOOR CONSTRUCTION

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

CONTRACT TIME.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Work required by the



Contract Documents within **98 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Ninety eight thousand four hundred Dollars (\$ 98,400). Payment shall be made as set forth in the General Conditions.

PROVISIONS REQUIRED BY LAW.

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

INDEMNIFICATION.

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

PREVAILING WAGES.

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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	NOBLE E&C
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

ATT 2 BID PRICE FORM - KMD ROLLUP DOOR REPLACEMENT CONSTRUCTION

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Maintenance Bay Door Demo	10	EA	\$ 1,000.00	\$ 10,000.00
3	Maintenance Bay Door Mat'l	10	EA	\$ 3,000.00	\$ 30,000.00
4	Maintenance Bay Door Install Labor	10	EA	\$ 1,000.00	\$ 10,000.00
5	Receiving Door Demo	2	EA	\$ 1,000.00	\$ 2,000.00
6	Receiving Door Mat'l	2	EA	\$ 5,000.00	\$ 10,000.00
7	Receiving Door Install Labor	2	EA	\$ 1,500.00	\$ 3,000.00
8	Door Operator Integration	12	EA	\$ 700.00	\$ 8,400.00
9	Bid Bond				\$ 1,500.00
10	Payment / Performance Bond				\$ 3,500.00
GRAND TOTAL (BASIS OF AWARD)					\$ 98,400.00



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Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee**

Review Date: 9/10/2020

SUBJECT:

CLOSED-CIRCUIT TELEVISION (CCTV) SYSTEM INSTALLATION FOR THE MID-COAST TROLLEY EXTENSION PROJECT – 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. PWL320.0-21 (in substantially the same format as Attachment A), with Electro Specialty Systems (ESS) Corp., for procuring and installing a CCTV (video surveillance) system for the Mid-Coast Trolley Extension Project in the amount of \$623,616.00 plus a 25% contingency.

Budget Impact

The total budget for this project shall not exceed \$779,520.00, including contingency and is funded by MTS Capital Improvement Project (CIP) account 2002010601, which will be reimbursed by the San Diego Association of Governments (SANDAG) Mid-Coast Light Rail Transit Project number 1257001.

DISCUSSION:

The Mid-Coast Trolley Extension Project will extend the UC San Diego Blue Line service from Santa Fe Depot in Downtown San Diego to the University City community, serving major activity centers such as Old Town, Mission Bay, the University of California, San Diego (UC San Diego), and Westfield UTC.

The route begins just north of the Old Town Transit Center, travels in existing railroad right-of-way, and alongside Interstate 5, to serve UC San Diego and University City. The extension will serve nine new stations: Tecolote Road, Clairemont Drive, Balboa Avenue, Nobel Drive, VA Medical Center, Pepper Canyon (serving UC San Diego west



campus), Voigt Drive (serving UC San Diego east campus), Executive Drive, and the terminus station at the Westfield UTC transit center.

To keep MTS passengers, employees, equipment and infrastructure safe and secure, MTS has video surveillance cameras and Network Video Recorders throughout the system. This project will provide cameras and recorders to the new Mid-Coast Trolley Extension and ensure the new system is compatible with the MTS current video surveillance system platform. Beyond security, video surveillance also helps MTS improve efficiency and enhance the overall passenger experience. The video surveillance is considered essential to monitor and capture clear incident images from MTS Operation Control Center and keep operations running smoothly.

On July 20, 2020, staff issued an Invitation for Bids (IFB). The following bids were received;

Proposer Name	Overall Total Amount
ESS	\$623,616.00
Baker Electric	\$884,339.48
IES Communication	\$980,180.50
Bergelectric	\$1,094,155.00
Inter-Pacific Inc.	\$1,343,175.55
<i>MTS Independent Cost Estimate (ICE)</i>	<i>\$1,095,252.04</i>

Based on the bids received, and in comparison with the MTS Independent Cost Estimate (ICE), Electro Specialty Systems price of \$623,616 was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL320.0-21 (in substantially the same format as Attachment A), with Electro Specialty Systems, for procuring and installing CCTV system for the Mid-Coast Trolley Extension Project in the amount of \$623,616 plus a 25% contingency.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Standard Construction Agreement MTS Doc. No. PWL320.0-21
B. Bid Price Form



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

Metropolitan Transit System

STANDARD CONSTRUCTION AGREEMENT
FOR
MTS DOC. NO. PWL320.0-21
MIDCOAST CCTV EQUIPMENT AND CONSTRUCTION

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: Electro Specialty Systems Address: 7940 Convoy Ct.
San Diego CA, 92111
Form of Business: Corp.
(Corporation, Partnership, Sole Proprietor, etc.) Email : dan@ess4.net
Telephone: 858-571-7746

Authorized person to sign contracts	<u>Daniel</u>	<u>Brault</u>
	Name	Title

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

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

SCOPE OF WORK

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

MIDCOAST CCTV EQUIPMENT AND CONSTRUCTION

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

CONTRACT TIME.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **the specified schedule for each location** from the



commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

Item	Station	Quantity	Start Date	End Date	Duration (Calendar Days)
1	Tecolote	LS	11/5/2020	11/11/2020	6
2	Clairemont	LS	11/5/2020	11/11/2020	6
3	Balboa	LS	11/5/2020	11/11/2020	6
4	Nobel	LS	2/2/2021	2/8/2021	6
5	Nobel Parking Structure	LS	12/7/2020	12/18/2020	11
6	VA Medical	LS	12/15/2020	12/21/2020	6
7	Pepper Canyon	LS	11/5/2020	11/11/2020	6
8	Voigt	LS	2/26/2021	3/11/2021	13
9	Executive	LS	1/28/2021	2/10/2021	13
10	UTC	LS	1/7/2021	1/13/2021	6
11	UTC Parking Structure	LS	10/1/2021	10/12/2021	11

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Six hundred twenty three thousand six hundred sixteen Dollars (\$ 623,616). Payment shall be made as set forth in the General Conditions.

PROVISIONS REQUIRED BY LAW.

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

INDEMNIFICATION.

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

PREVAILING WAGES.

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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ELECTRO SPECIALTY SYSTEMS
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

BID PRICE FORM

Mid Coast Stations CCTV

Item	Station	Quantity	Unit Price	Total
BASE CONSTRUCTION				
1	Tecolote	LS	\$77,100	\$77,100
2	Clairemont	LS	\$19,200	\$19,200
3	Balboa	LS	\$85,300	\$85,300
4	Nobel	LS	\$20,400	\$20,400
5	Nobel Parking Structure	LS	\$84,900	\$84,900
6	VA Medical	LS	\$20,900	\$20,900
7	Pepper Canyon	LS	\$35,100	\$35,100
8	Voigt	LS	\$49,600	\$49,600
9	Executive	LS	\$86,600	\$86,600
10	UTC	LS	\$38,200	\$38,200
11	O&M Manual and Training	LS	\$1,500	\$1,500
12	UTC Parking Structure	LS	\$95,600	\$95,600
SUBTOTAL - BASE CONSTRUCTION				\$614,400
13	Payment and Performance Bond	LS	\$9,216.00	\$9,216
14	Bid Bond	LS	\$0	\$0
GRAND TOTAL BASIS OR AWARD				\$623,616



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

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 9/10/2020**

SUBJECT:

MONITORING WELL AT IMPERIAL AVENUE DIVISION (IAD) PROJECT –
ADDITIONAL DESIGN SERVICES – WORK ORDER AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Work Order WOA1951-AE-52 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald, LLC (MM) totaling \$76,666.24, for environmental services
- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-52.01 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment B), with MM totaling \$30,959.53, for additional environmental services to abandon the temporary and permanent groundwater monitoring wells at IAD.

Budget Impact

Today's action will bring total value of the MM Work Order No. WOA1951-AE-52 to \$107,625.77.



MTS Doc No.	Purpose	Amount	Board Approval Date
WOA1951-AE-52	Original Task Order	\$76,666.24	CEO approval 02/12/20 per Board Policy No. 41
WOA1951-AE-52.01	Additional environmental services to abandon the permanent groundwater monitoring wells	\$30,959.53	Today's Proposed Action
Total		\$107,625.77	

MM Work Order WOA1951-AE-52 is funded through the MTS Operating Budget account number 122010-571250.

DISCUSSION:

In February 2020, MTS contracted with MM to perform an assessment of the source, nature and extent of “free product” (hydrocarbons still in the soil and have not dissolved into the groundwater) in soil and groundwater at the MTS IAD, in support of Regional Water Quality Control Board (RWQCB) Case No. 9UT260. The project involved installation of seven (7) temporary groundwater monitoring wells, two (2) rounds of groundwater monitoring and sampling, and preparation of a summary report to the RWQCB. The property also has eight (8) permanent groundwater wells which were installed at various points during the time this case has been open under separate site assessment contracts. Two (2) of these wells (MW-4 and MW-14) are being monitored monthly for the presence of free product.

Based on the results of the assessment conducted, the Consultant recommended to discontinue the monthly monitoring of MW-4 and MW-14 and to abandon the temporary and permanent groundwater monitoring wells in accordance with applicable regulations. Approval of the report, and case closure was granted by the RWQCB on August 3, 2020.

This Amendment is necessary to satisfy abandoning all eight (8) of the permanent groundwater monitoring wells and complete case closure for the property.

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

The initial work order was selected by MTS staff after a review of the approved A&E firms and utilizing a direct award process. MTS staff selected MM to perform the requisite services, as they had the subcontractor Ninyo & Moore, a Minority Owned Business Enterprise, on their bench, who had specific knowledge of the wells. The amendment is additional work related to the initial task order.

The proposed amount of the amendment was \$30,959.53, which was \$760.47 less than MTS's Independent Cost Estimate (ICE) of \$31,720.00.

Today's proposed action would do the following:

- 1) Ratify Work Order WOA1951-AE-52 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment A) with MM totaling \$76,666.24, for environmental services
- 2) Authorize the CEO to execute Work Order amendment WOA1951-AE-52.01 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment B), with MM totaling \$30,959.53 for additional environmental services to abandon the temporary and permanent groundwater monitoring wells at IAD.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Executed Work Order WOA1951-AE-52, MTS Doc. No. G1951.0-17
B. Draft Work Order WOA1951-AE-52.01, MTS Doc. No. G1951.0-17



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

January 30, 2020

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-52

Mr. Dan Tempelis
Senior Vice President
Mott MacDonald, LLC
401 B Street, Suite 1520
San Diego, CA 92101

Dear Mr. Tempelis:

Subject: MTS DOC. NO. G1951.0-17, WORK ORDER WOA1951-AE-52, GENERAL ENGINEERING SERVICES FOR A MONITORING WELL AT IAD

This letter shall serve as our agreement for Work Order WOA1951-AE-52 to MTS Doc. No. G1951.0-17, for engineering services for a monitoring well at IAD.

SCOPE OF SERVICES

Provide engineering services for engineering services for a monitoring well at IAD. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

The Scope of Services, as described above, shall remain in effect through June 29, 2020.

PAYMENT

Payment shall be based on actual costs in the amount not to \$76,666.24 exceed without prior authorization of MTS.

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

Sincerely,

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

Paul G. Jablonski
Chief Executive Officer

Accepted:

A handwritten signature in blue ink, appearing to read 'Dan Tempelis', is written over a horizontal line.

Dan Tempelis, Senior Vice President
Mott MacDonald, LLC

Date: February 12, 2020

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



ATTACHMENT A

SCOPE OF SERVICES

MTS Doc. No. G1951.0-17

Work Order No. WOA1951-AE-52

WORK ORDER TITLE: IAD MONITORING WELL**I. PROJECT DESCRIPTION**

These services are to investigate free product at the San Diego Transit Corporation (SDTC) Imperial Avenue Division Bus Yard located at 100 16th Street, in San Diego, California (site). In August 2019, Ninyo & Moore submitted a Work Plan to perform additional assessment at Area 1 in response to the Regional Water Quality Control Board, San Diego Region (RWQCB) email dated July 6, 2017, which requested assessment of the source, nature, and extent of free product in Area 1. In August 2019, the RWQCB requested updates to Section 8.5, Groundwater Sampling, and Section 12, Proposed Work Schedule. This work order incorporated the RWQCB's requested revisions. In an October 16, 2019 email, the RWQCB caseworker also requested two rounds of groundwater monitoring prior to requesting approval to abandon the wells. The proposed scope of services, fee, and schedule are provided below.

II. SCOPE OF WORK

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

The proposed scope of services is intended to assess the presence of free product in Area 1 by evaluating the lateral extent of free product in the vicinity of MW-4 and potential on- and off-site sources. Work will be conducted in accordance with the RWQCB-approved Work Plan and County of San Diego Department of Environmental Health (DEH) Site Assessment Manual (SAM) guidelines. All work will be overseen by a California-registered Professional Geologist.

Task 1 – Project Management and Coordination

- Provide project management and coordination.
- Coordinate with the client, San Diego Metropolitan Transit System (MTS) staff, the RWQCB caseworker, and subcontractors.

Task 2 – Pre-Field Activities

- Update the existing site-specific Health and Safety Plan.
- Obtain a soil boring / groundwater well permit from the DEH to install seven temporary groundwater monitoring wells.
- Mark the proposed drilling locations and notify Underground Service Alert and MTS a minimum of 72 hours prior to field work.
- Contract a private utility locator to evaluate the seven drilling locations in an attempt to locate underground structures in the vicinity of the drilling locations.

Task 3 – Field Activities – Temporary Well Installation

- Concrete core the seven drilling locations.
- Contract a licensed driller to advance seven soil borings to a depth of approximately 30 feet below ground surface (bgs) using a hollow-stem auger (HSA) drilling rig equipped with 8-inch diameter augers.
- Collect soil samples every 5 feet until termination of each boring. The soil will be logged by field personnel in accordance with the Unified Soil Classification System (USCS) and

will be screened using a photoionization detector (PID). If evidence of groundwater is encountered during drilling activities (i.e., wet or saturated soil), a temporary 2-inch

- diameter groundwater monitoring well will be installed in the borehole. If evidence of groundwater is not observed, the boring will be abandoned.
- Submit soil samples to a California-certified laboratory for analysis of total petroleum hydrocarbons (TPH) as gasoline (TPH-g), as diesel (TPH-d), and as motor oil (TPH-o) by United States Environmental Protection Agency (EPA) Method 8015B (M). The soil sample with the highest TPH concentration from each boring will be additionally analyzed for volatile organic compounds (VOCs) by EPA Method 8260B. If TPH is not detected, VOC analyses will not be conducted.
- Following installation of the temporary groundwater monitoring wells, the wells will be protected with traffic-rated covers.
- If evidence of groundwater is not encountered during drilling, the boring will be backfilled with bentonite grout/cement via a tremie pipe from the total depth to approximately 3 feet bgs. After the grout/cement has set, a bentonite seal of bentonite chips will be placed in the annulus from approximately 1 to 3 feet bgs and hydrated using potable water. The boring will then be capped with concrete to approximately match the existing surface grade.
- Temporarily store soil cuttings and decontamination fluid in 55-gallon drums at the site pending waste profiling.

Task 4 – Field Activities – Well Development and Sampling

This task will be performed if water is present in the groundwater monitoring wells. If the wells are dry (i.e., no water present), performance of this task will be subject to consultation with the RWQCB case worker and the MTS Project Manager.

- Develop each of the temporary wells using a surge block, bailer, and/or pump. The groundwater temperature, pH, electrical conductivity, and turbidity will be measured in the field, and recorded during well development.
- Sample the temporary wells a minimum of 72 hours after well development. Prior to sampling, an interface probe will be used to measure the depth to groundwater and check for the presence of free product in each of the wells. If measurable free product is not observed, groundwater sampling will be performed using low flow sampling techniques. During purging, water quality indicator parameters will be measured in accordance with the DEH SAM Manual. Once parameters have stabilized, samples will be collected.
- Analyze groundwater samples for TPH-g, TPH-d, and TPH-o by EPA Method 8015B (M) and VOCs by EPA Method 8260B.
- Temporarily store purged water and decontamination fluid in 55-gallon steel drums at the site pending waste profiling.
- Two to four weeks after the initial sampling event, conduct a second round of groundwater monitoring and sampling following the protocols listed above.

Task 5 – Field Activities – Temporary Well Abandonment / Investigative-Derived Waste Management

- After approval from the RWQCB, abandon the temporary groundwater monitoring wells by overdrilling to remove the well construction materials. Backfill each boring with bentonite grout/cement via a tremie pipe from the total depth to approximately 3 feet bgs. After the grout/cement has set, a bentonite seal of bentonite chips will be placed in

the annulus from approximately 1 to 3 feet bgs and hydrated using potable water. Each boring will be capped with concrete to approximately match the existing surface grade.

- Contract a waste transportation and disposal contractor to dispose of the investigative-derived waste (soil cuttings, decontamination fluid, purged water).

Task 6 – Data Analysis and Reporting

- Prepare a report summarizing the investigation activities. The report will include boring logs, sampling data, tabulated analytical data, and analytical report(s) accompanied with chain of custody and quality assurance/quality control documentation, and figures. The report will be uploaded to GeoTracker for RWQCB review / approval.
- Submit a 60-day well permit report including boring logs and figures to the DEH to fulfill the permit requirements.

Optional Task 7 – Conversion to Permanent Wells

- An optional fee is provided to convert up to seven temporary groundwater wells to a permanent well (in the event free product is encountered and the RWQCB requests additional monitoring from the well).

III. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

- Site access and permitting – February 14, 2020 (14 days)
- Well installation and development – March 6, 2020 (21 days)
- Groundwater Sampling Event 1 – March 13, 2020 (7 days)
- Groundwater Sampling Event 2 – March 27, 2020 (14 days)
- Report submission – April 28, 2020 (28 days)
- Temporary Well Abandonment (To be determined and after approval from the Water Board)

IV. ASSUMPTIONS

This proposal assumes the following:

- Access to the site will be granted by MTS during regular business hours (7 am to 6 pm).
- The estimated fee is based on the following schedule of field work.
 - Geophysical survey – 1 day to complete
 - Drilling activities – 3 days
 - Well development – 2 days
 - Groundwater monitoring and sampling – 2 events (1 day each)
 - Well abandonment – 2 days
- For the purposes of this estimate, it is assumed that 28 drums of non-hazardous soil / groundwater will be generated. If, based on the analytical data, the soil is profiled as hazardous waste, additional costs for soil disposal will apply.
- MTS will sign a property owner consent form for the well permit application and waste disposal manifests for disposal of the IDW.
- Laboratory analytical testing will be performed on a standard turnaround time basis (7 to 10 business days).
- The drilling method is capable of achieving the maximum depth of exploration.
- The RWQCB approves the revised Work Plan (Ninyo & Moore, 2019). If the RWQCB requests changes to the scope of services, Ninyo & Moore will prepare a revised proposal.
- The temporary wells will be abandoned within the lifetime of the well installation permit (120 days); otherwise, a new permit will be required and additional fees will apply.

V. 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.

VI. 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 deficiency 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 Contractor's deficient work product and shall bear no costs or burden associated with Contractor's deficient performance and/or work product.

VII. 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.

VIII. 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.

IX. ADDITIONAL INFORMATION

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

X. PREVAILING WAGE

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

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

Drilling - Laborers Group 1 & 5
Geophysical Survey - Laborer (Eng. const) Group 1
Waste Transportation / Disposal – Driver: Dump Truck

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 16, 09/17/2020

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

Work Order No. **WOA1951-AE-52**

Attachment: **B**

Work Order Title: **IAD Monitoring Well**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		IAD Monitoring Well	\$76,666.24
2			

Totals = **\$76,666.24**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	59.0	\$7,970.81
2		Pre-Field Activities	23.0	\$6,672.26
3		Field Activities	47.0	\$23,687.19
4		Field Activities - Well Development/Sampling	58.0	\$13,463.22
5		Field Activities - Temporary Well Abandonment/Investigative de	26.0	\$16,191.34
6		Data Analysis and Reporting	36.0	\$4,928.41
7		Optional Task - Conversion to Permanent Wells	9.0	\$3,753.01

Totals = **258.0** **\$76,666.24**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	59.0	\$8,171.55
				Ninyo and Moore	199.0	\$68,494.69

Totals = **258.0** **\$76,666.24**

Work Order Estimate

Att. A, AI 16, 09/17/2020

Consultant/Subconsultant: Mott MacDonald

MTS Doc. No.: G1951.0-17

Work Order No.: WOA1951-AE-52

Total Hours =	59
Total Costs =	\$8,171.55

Work Order Title: IAD Monitoring Well

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Senior Project Engineer - Rail and Transit	Engineer 4 (QA/QC)	Engineer 4 (Planner)	Engineer 2 (Planner)	CAD	Senior Project Engineer - Rail and Transit	Engineer 4	Accounting / Admin	N/A	Total Hours	Totals
				\$ 289.21	\$ 182.97	\$ 119.52	\$ 119.52	\$ 93.99	\$ 115.10	\$ 182.97	\$ 119.52	\$ 85.58			
1	Task 1	Project Management and Coordination													
		Project Management and Coordination										12		16	\$2,183.80
		Subcontract administration		4								12		16	\$2,183.80
		TO Coordination		4								16		20	\$2,526.12
		Monthly reporting and invoicing		4											
		Subtotals (Hours) =	N/A	12								40		52	\$6,893.72
		Subtotals (Costs) =		\$3,470.52								\$3,423.20		52	\$6,893.72
2	Task 2	Pre-Field Activities													
		Pre-Field Activities													
		Readiness review		2	2							1		5	\$903.04
		Subtotals (Hours) =	N/A	2	2							1		5	\$903.04
		Subtotals (Costs) =		\$578.42	\$239.04							\$85.58		5	\$903.04
3	Task 3	Field Activities													
		Field Activities													
		Subtotals (Hours) =	N/A												
		Subtotals (Costs) =													
4	Task 4	Field Activities - Well Development/Sampling													
		Field Activities - Well Development/Sampling													
		Subtotals (Hours) =	N/A												
		Subtotals (Costs) =													
5	Task 5	Field Activities - Temporary Well Abandment/Investigative de													
		Field Activities - Temporary Well Abandment/Investigative de													
		Subtotals (Hours) =	N/A												
		Subtotals (Costs) =													
6	Task 6	Data Analysis and Reporting													
		Data Analysis and Reporting		1								1		2	\$374.79
		Subtotals (Hours) =	N/A	1								1		2	\$374.79
		Subtotals (Costs) =		\$289.21								\$85.58		2	\$374.79
7	Task 7	Optional Task - Conversion to Permanent Wells													
		Optional Task - Conversion to Permanent Wells													
		Subtotals (Hours) =	N/A												
		Subtotals (Costs) =													
		Totals (Summary) =													
		Total (Hours) =	N/A	15	2							42		59	\$8,171.55
		Total (Costs) =		\$4,338.15	\$239.04							\$3,594.36			\$8,171.55
		Percentage of Total (Hours) =	N/A	25%	3%							71%		100%	100%
		Percentage of Total (Costs) =		53%	3%							44%			

**Work Order Estimate
Summary**

Att. A, AI 16, 09/17/2020

Consultant/ Subconsultant: **Mott MacDonald**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-52**

Work Order Title: **IAD Monitoring Well**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7 (Optional)								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 =	

Att. A, Al 16, 09/17/2020

199
\$68,494.69

MTS Doc. No.:	G1951.0-17
Work Order No.:	WOA1951-AE-52

Attachment: B

A - 12

**Work Order Estimate
Summary**

Att. A, AI 16, 09/17/2020

Consultant/ Subconsultant: **Fehr and Peers**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-52**

Work Order Title: **IAD Monitoring Well**

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	Mileage	mile	\$0.58			25	\$14.50	75	\$43.50	100	\$58.00	50	\$29.00
2	DEH Well permit fee	LS	\$1,799.00			1	\$1,799.00						
3	Sub - Utility Clearance	LS	\$1,850.00			1	\$1,850.00						
4	Concrete Coring Equipment	HR	\$80.00					8	\$640.00				
5	PID Usage	Days	\$100.00					3	\$300.00				
6	Sub - Drilling	LS	\$15,200.00					1	\$15,200.00				
7	Sub - Analytic Testing - TPH	EA	\$53.00					42	\$2,226.00				
8	Subcontractor - Analytical Testing - VOCs (8260B) (Task4)	EA	\$50.00					7	\$350.00	14	\$700.00		
9	Interface Probe Usage	Days	\$50.00							4	\$200.00		
10	Bonded Tubing (200 ft)	LS	\$350.00							1	\$350.00		
11	QED Sample Pro 1.75" Pump (3 Pumps)	Days	\$162.00							2	\$324.00		
12	QED MP50 Controller/Compressor	Days	\$92.00							2	\$184.00		
13	Horiba U-53-2	Days	\$125.00							2	\$250.00		
14	Bladders	EA	\$11.00							14	\$154.00		
15	Sub - Well Development	LS	\$4,800.00							1	\$4,800.00		
16	Subcontractor - Analytical Testing - TPH (8015B[M]) (Task 4)	Unit	\$53.00							14	\$742.00		
17	Sub - Well Abandonment	LS	\$9,940.00									1	\$9,940.00
18	Sub - IDW Disposal	LS	\$3,705.00									1	\$3,705.00
19	Subcontractor - Surface Completion / Well Box Installation	Unit	\$350.00										
20	Subcontractor - Mob / Demob	Days	\$400.00										
Subtotal =							\$3,663.50		\$18,759.50		\$7,762.00		\$13,674.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7 (Optional)		Quantity	Total	Quantity	Total	Quantity	Total	Totals	
		Quantity	Total	Quantity	Total							Quantity	Total
1	Mileage			25	\$14.50							275	\$159.50
2	DEH Well permit fee											1	\$1,799.00
3	Sub - Utility Clearance											1	\$1,850.00
4	Concrete Coring Equipment											8	\$640.00
5	PID Usage											3	\$300.00
6	Sub - Drilling											1	\$15,200.00
7	Sub - Analytic Testing - TPH											42	\$2,226.00
8	Subcontractor - Analytical Testing - VOCs (8260B) (Task4)											21	\$1,050.00
9	Interface Probe Usage											4	\$200.00
10	Bonded Tubing (200 ft)											1	\$350.00
11	QED Sample Pro 1.75" Pump (3 Pumps)											2	\$324.00
12	QED MP50 Controller/Compressor											2	\$184.00
13	Horiba U-53-2											2	\$250.00
14	Bladders											14	\$154.00
15	Sub - Well Development											1	\$4,800.00
16	Subcontractor - Analytical Testing - TPH (8015B[M]) (Task 4)											14	\$742.00
17	Sub - Well Abandonment											1	\$9,940.00
18	Sub - IDW Disposal											1	\$3,705.00
19	Subcontractor - Surface Completion / Well Box Installation			7	\$2,450.00							7	\$2,450.00
20	Subcontractor - Mob / Demob			1	\$400.00							1	\$400.00
Subtotal =					\$2,864.50							Totals =	\$46,723.50

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

September 17, 2020

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-52.01

Mr. Dan Tempelis
Senior Vice President
Mott MacDonald, LLC
401 B Street, Suite 1520
San Diego, CA 92101

Dear Mr. Tempelis:

Subject: AMENDMENT NO. 1 TO WORK ORDER WOA1951-AE-52, UNDER MTS DOC. NO.
G1951.0-17, GENERAL ENGINEERING SERVICES FOR A MONITORING WELL AT IAD

This letter shall serve as Amendment No. 1 to Work Order WOA1951-AE-52 under MTS Doc. No.
G1951.0-17, for engineering services for a monitoring well at IAD.

SCOPE OF SERVICES

This Amendment shall provide additional environmental services to abandon the temporary and permanent groundwater monitoring wells at IAD. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

This Amendment shall extend the Scope of Services, as described above, for an additional six (6) weeks from the execution date of this Amendment.

PAYMENT

This Amendment shall increase the value of the Work Order by \$30,959.53. The revised total value of the Work Order shall not exceed \$107,625.77 without prior authorization of MTS.

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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Dan Tempelis, Senior Vice President
Mott MacDonald, LLC

Date: _____

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



ATTACHMENT A

SCOPE OF SERVICES

MTS Doc. No. G1951.0-17

Work Order No. WOA1951-AE-52.01

WORK ORDER TITLE: IAD MONITORING WELL**I. PROJECT DESCRIPTION**

These services are to investigate free product at the San Diego Transit Corporation (SDTC) Imperial Avenue Division Bus Yard located at 100 16th Street, in San Diego, California (site). In August 2019, Ninyo & Moore submitted a Work Plan to perform additional assessment at Area 1 in response to the Regional Water Quality Control Board, San Diego Region (RWQCB) email dated July 6, 2017, which requested assessment of the source, nature, and extent of free product in Area 1. In August 2019, the RWQCB requested updates to Section 8.5, Groundwater Sampling, and Section 12, Proposed Work Schedule. This work order incorporated the RWQCB's requested revisions. In an October 16, 2019 email, the RWQCB caseworker also requested two rounds of groundwater monitoring prior to requesting approval to abandon the wells. The additional scope of services, and schedule are provided below.

II. SCOPE OF WORK

The proposed scope of services is intended to abandon the permanent site wells, which is a condition for case closure. Work will be conducted after approval from RWQCB and in accordance with County of San Diego Department of Environmental Health (DEH) Site Assessment Manual (SAM) guidelines. All work will be overseen by a California-registered Professional Geologist.

Task 7 – Field Activities – Well Abandonment of Permanent Wells

- Provide additional coordination with the client, MTS, and RWQCB.
- Obtain a well abandonment permit from the DEH to abandon the eight permanent groundwater monitoring wells.
- Notify Underground Service Alert and MTS a minimum of 72 hours prior to field work.
- Abandon the permanent groundwater monitoring wells by overdrilling to remove the well construction materials. Backfill each boring with bentonite grout/cement via a tremie pipe from the total depth to approximately 3 feet bgs. After the grout/cement has set, a bentonite seal of bentonite chips will be placed in the annulus from approximately 1 to 3 feet bgs and hydrated using potable water. Each boring will be capped with concrete to approximately match the existing surface grade.
- Contract a waste transportation and disposal contractor to dispose of the investigative-derived waste (soil cuttings and decontamination fluid).
- Submit a 60-day well permit report including boring logs and figures will be submitted to the DEH to fulfill the permit requirements.

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

We anticipate requiring approximately 6 weeks to complete the scope of services.

IV. ASSUMPTIONS

This proposal assumes the following:

- Access to the site and well locations will be granted by MTS during regular business hours (7 am to 6 pm).

- Field work will be conducted concurrently with the abandonment of the temporary wells. Well abandonment of the permanent wells is anticipated to take 3 days.
- For the purposes of this estimate, it is assumed that 20 drums of non-hazardous soil / decontamination water will be generated. If, based on the analytical data, the soil is profiled as hazardous waste, additional costs for soil disposal will apply.
- MTS will sign a property owner consent form for the well permit application and waste disposal manifests for disposal of the IDW.
- Laboratory analytical testing will be performed on a standard turnaround time basis (7 to 10 business days).
- Prevailing wages apply.

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. B, AI 16, 09/17/2020

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

Work Order No. **WOA1951-AE-52.01**

Attachment: **B**

Work Order Title: **Monitoring Well Abandonment**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Monitoring Well Abandonment	\$30,959.53
2			

Totals = **\$30,959.53**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	Project Management and Coordination	13.0	\$1,971.43
2	Task 2	Pre-Field Activities		
3	Task 3	Field Activities		
4	Task 4	Field Activities - Well Development/Sampling		
5	Task 5	Field Activities - Temporary Well Abandment/Investigative de		
6	Task 6	Data Analysis and Reporting		
7	Task 7	Well Abandonment of Permanent Wells	88.0	\$28,988.10

Totals = **101.0** **\$30,959.53**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	13.0	\$1,971.43
				Ninyo and Moore	88.0	\$28,988.10

Totals = **101.0** **\$30,959.53**

Work Order Estimate Summary

Att. B, AI 16, 09/17/2020

Total Hours =	13
Total Costs =	\$1,971.43

Mott MacDonald

MTS Doc. No.: G1951.0-17

Work Order No.: WOA1951-AE-52.01

Monitoring Well
Abandonment

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Accounting/ Admin	N/A	Total Hours	Totals
				\$ 295.87	\$ 87.55			
1	Task 1	Project Management and Coordination						
		Project Management and Coordination		1			1	\$295.87
		Subcontract administration		0.5	1		2	\$235.49
		TO Coordination		1			1	\$295.87
		Monthly reporting and invoicing		1.5	8		10	\$1,144.21
		Subtotals (Hours) =	N/A	4	9		13	\$1,971.43
		Subtotals (Costs) =		\$1,183.48	\$787.95		13	\$1,971.43
2	Task 2	Pre-Field Activities						
		Pre-Field Activities						
		Readiness review						
		Subtotals (Hours) =	N/A					
		Subtotals (Costs) =						
3	Task 3	Field Activities						
		Field Activities						
		Subtotals (Hours) =	N/A					
		Subtotals (Costs) =						
4	Task 4	Field Activities - Well Development/Sampling						
		Field Activities - Well Development/Sampling						
		Subtotals (Hours) =	N/A					
		Subtotals (Costs) =						
5	Task 5	Field Activities - Temporary Well Abandonment/Investigative de						
		Field Activities - Temporary Well Abandonment/Investigative de						
		Subtotals (Hours) =	N/A					
		Subtotals (Costs) =						
6	Task 6	Data Analysis and Reporting						
		Data Analysis and Reporting						
		Subtotals (Hours) =	N/A					
		Subtotals (Costs) =						
7	Task 7	Well Abandonment of Permanent Wells						
		Well Abandonment of Permanent Wells						
		Subtotals (Hours) =	N/A					
		Subtotals (Costs) =						
	Totals (Summary) =							
	Total (Hours) =	N/A		4	9		13	\$1,971.43
	Total (Costs) =			\$1,183.48	\$787.95			\$1,971.43
	Percentage of Total (Hours) =	N/A		31%	69%		100%	
	Percentage of Total (Costs) =			60%	40%			100%

Work Order Estimate Summary

Att. B, AI 16, 09/17/2020

Consultant/ Subconsultant: **Mott MacDonald**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-52.01**

Work Order Title: **Monitoring Well Abandonment**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7 (Optional)								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. B, AI 16, 09/17/2020

Total Hours =	88
Total Costs =	\$28,988.10

Consultant/Subconsultant: **Ninyo and Moore** Doc. No.: **G1951.0-17**
 Work Order No.: **WOA1951-AE-52.01**
 Work Order Title: **Monitoring Well Abandonment** Attachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal Engineer / Geologist / Environmental Scientist	Senior Engineer / Geologist / Environmental Scientist	Senior Staff Engineer / Geologist / Environmental Scientist	GIS Specialist	Administrative / Word Processor / Office Assistant	Total Hours	Totals
				\$205.86	\$151.60	\$94.67	\$121.12	\$83.73		
1	Task 1	Project Management and Coordination								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
2	Task 2	Pre-Field Activities								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
3	Task 3	Field Activities								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
4	Task 4	Field Activities - Well Development/Sampling								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
5	Task 5	Field Activities - Temporary Well Abandment/Investigative de								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
6	Task 6	Data Analysis and Reporting								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
7	Task 7	Well Abandonment of Permanent Wells								
		Well Abandonment of Permanent Wells	17,894.50	12	24	44	4	4	88	\$28,988.10
		Subtotals (Hours) =	N/A	12	24	44	4	4	88	\$28,988.10
		Subtotals (Costs) =	\$17,894.50	\$2,470.32	\$3,638.40	\$4,165.48	\$484.48	\$334.92	88	\$28,988.10
Totals (Summary) =										
		Total (Hours) =	N/A	12	24	44	4	4	88	
		Total (Costs) =	\$17,894.50	\$2,470.32	\$3,638.40	\$4,165.48	\$484.48	\$334.92		\$28,988.10
		Percentage of Total (Hours) =	N/A	14%	27%	50%	5%	5%	100%	
		Percentage of Total (Costs) =	62%	9%	13%	14%	2%	1%		100%

Work Order Estimate Summary

Att. B, AI 16, 09/17/2020

Consultant/ Subconsultant: **Fehr and Peers**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-52.01**

Work Order Title: **Monitoring Well Abandonment**

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	Mileage	mile	\$0.58										
2	PID Usage	Days	\$100.00										
3	DEH Well permit fee	LS	\$1,321.00										
4	Subcontractor - Well Abandonment (Permanent Wells)	LS	\$14,060.00										
5	Subcontractor - IDW Disposal	LS	\$1,730.00										
6	Subcontractor - Analytical Testing - TPH (8015B[M])	Unit	\$63.00										
7	Subcontractor - Analytical Testing - VOCs (8260B)	Unit	\$69.00										
8	Subcontractor - Analytical Testing - Title 22 metals	Unit	\$88.00										
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7 (Optional)								Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage			75	\$43.50							75	\$43.50
2	PID Usage			3	\$300.00							3	\$300.00
3	DEH Well permit fee			1	\$1,321.00							1	\$1,321.00
4	Subcontractor - Well Abandonment (Permanent Wells)			1	\$14,060.00							1	\$14,060.00
5	Subcontractor - IDW Disposal			1	\$1,730.00							1	\$1,730.00
6	Subcontractor - Analytical Testing - TPH (8015B[M])			2	\$126.00							2	\$126.00
7	Subcontractor - Analytical Testing - VOCs (8260B)			2	\$138.00							2	\$138.00
8	Subcontractor - Analytical Testing - Title 22 metals			2	\$176.00							2	\$176.00
9													
10													

Subtotal = Subtotal = **\$17,894.50** Subtotal = Subtotal = Subtotal = Totals = **\$17,894.50**



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

Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

MANAGED PRINT SERVICES AND CANON MULTI-FUNCTION DEVICE (MFD)
PURCHASE - CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2354.0-20 (in substantially the same format as Attachment A) with Signa Digital Solutions, a Small Business, for four (4) years in the amount of \$635,937.00.

Budget Impact

Funding for the capital purchases will be dependent upon the annual Capital Improvement (CIP) budgetary process. Maintenance and repair services will be funded through the Operating budgeting account number 902010-536500. The total capital and operating cost of this agreement will not exceed \$635,937.00

Estimated Purchase (CIP):	\$381,700.00
4 Years Maintenance and Repair:	\$254,237.00

DISCUSSION:

In 2015, MTS standardized all existing copiers, or MFD, to the Canon brand. Standardization allowed MTS to increase efficiency and permitted the consolidation of multiple pieces of equipment into one central network environment for copying, printing, scanning, emailing and faxing. MTS currently has a total of 35 active Canon devices.

The standard useful life for MFDs is five to seven years. Staff has combined this benchmark useful life with historical data on service calls and downtime to develop a replacement plan to ensure reliability of the devices, parts availability, and reduced



maintenance costs. Based on the replacement plan, MTS plans to replace 28 copiers in Year 1 of the contract (subject to funding approval in the Fiscal Year (FY) 2022 CIP), six (6) copiers in Year 2 of the contract (subject to funding approval in the FY 2023 CIP), and one (1) copier in Year 4 of the contract (subject to funding approval in the FY 2025 CIP). The total estimated need for copier replacement is \$381,700 over the four-year contract term.

MTS intends to utilize the State of Colorado Agreement (Master Agreement Number 140595) with the Contractor (Canon USA., Inc) under the National Association of State Procurement Officers (NASPO) Value point Cooperative Purchasing Program effective August 8, 2019 for this procurement. The State of California signed a participating addendum which allows MTS, as local agency, to benefit from the competitive pricing offered through NASPO. A strategic procurement practice is to obtain better pricing through larger purchases of goods and services, which is obtained through the use of cooperative purchases. This cooperative approach achieves cost-effectiveness and efficiency and takes advantage of volume pricing achieved through competition.

Signa Digital Solutions (Signa) is an authorized dealer to sell/resell Canon MFDs and provide maintenance services on Canon devices. Signa has access to purchase genuine Canon products, supplies and accessories; has authorized dealer access to specialized Canon administrative support services; and has access to authorized repair facilities and comprehensive support for Canon product warranties throughout the duration of the contract.

Signa also has certified technicians authorized to work on Canon MFDs and access to ongoing product training from Canon USA. As additional models are purchased, Signa will ensure that its technicians are certified in order to fulfill MTS needs and requests.

MTS compared the negotiated rates under the NASPO agreement to the Independent Cost Estimate (ICE) prepared by staff, and the pricing offered through NASPO will result in approximately a 24% savings from the original ICE amount for the repair and maintenance services. The unit pricing for the multi-function device purchases and related equipment was competitive as compared to the pricing negotiated in the 2015 contract.

Therefore, the staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. G2354.0-20 (in substantially the same format as Attachment A) with Signa Digital Solutions, Inc., for a four (4) year period in the amount of \$635,937.00.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachment: A. Draft Amendment MTS Doc. No. G2354.0-20

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

**STANDARD SERVICES AGREEMENT
FOR
CANON MULTI-FUNCTION DEVICES (MFDs) PURCHASE, MAINTENANCE AND REPAIR
SERVICES
MTS DOC NO. G2354.0-20**

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

Address: 7350 Opportunity Road
San Diego CA 92111

Telephone: 858-790-8272

Email Address: skibry@gosigna.com

Authorized person to sign contracts: Shannon Kirby President
Name Title

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

Canon multi-function devices purchase, maintenance and repair services, as specified in the Scope of Work (attached as Exhibit A), Cost Proposal Form (attached as Exhibit B), and in accordance with the Standard Services Agreement, and Standard Conditions Services (attached as Exhibit C).

The contract term is for a total of five years, effective October 1, 2020 through September 30, 2024. Contract shall not exceed \$635,937.00 without prior authorization.

Payment terms shall be net 30 days from invoice date.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SIGNA DIGITAL SOLUTIONS
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____





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Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

FARE COLLECTION (RAIL VALIDATOR MASTS CHANGE ORDER) – RATIFICATION
AND APPROVAL OF AMENDMENTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors ratify Amendment 3 and authorize the Chief Executive Officer (CEO) to execute Amendment 4 to MTS Doc. No. G2091.0-18 (in substantially the same format as Attachment A) with Innovations in Transportation, Inc. (INIT), for a total contract increase of \$964,948.08.

Budget Impact

The amendments shall not exceed \$964,948.08 and are funded by Capital Improvement Program (CIP) account number 1009004902. The amendments summary is shown in the table below:

Date Issued	Document	Amount
5/29/20	Amendment # 3 (Ratify)	\$57,681.00
9/17/20	Amendment # 4 (Approve)	\$907,267.08
Total Amendments		\$964,948.08



The total value approved by the MTS Board will now be \$39,726,407.14 as shown in the table below:

Date Issued	Board Approval Date	Document	Description	Amount
1/1/19	12/13/18	Agreement	Account based fare collection system	\$37,667,727.57
12/12/19	12/13/18	AM 1	Commence work on options previously approved on 12/13/18	Included in approved agreement
12/18/19	12/12/19	AM 2	Commence work on NEW options	\$1,093,731.49
5/26/20	9/17/20	AM 3	<i>Change Order - Integrate Conduent's CAD/AVL solution</i>	\$57,681.00
TBD	9/17/20	AM 4	<i>Change Order - Rail Validator Masts</i>	\$907,267.08
Total Board Approved Amount				39,726,407.14

DISCUSSION:

On December 13, 2018, the MTS Board of Directors approved MTS Doc. No. G2091.0 for the design and implementation of a new fare collection system. A major change for MTS passengers is the Trolley Validator, which will incorporate a new design and will make validating fares easier and more flexible. Customers will simply tap their PRONTO card on the validator or scan a barcode from their PRONTO mobile application. In the future, customers will be able to charge fares directly to their contactless credit card by simply tapping on a validator. These validators also support near-field communication (NFC) ensuring MTS is future-proof as new validation features are introduced into the marketplace by the mobile device industry.

In the original fare system procurement, MTS requested 282 Fare Validator masts for the Trolley stations. The original design provided by INIT included masts equipped with one validator and ready to support Power over Ethernet connections. Upon further review from MTS staff, it was determined the design should be improved to achieve the following:

1. All masts should be interchangeable and support Fiber connections in addition to Power over Ethernet.
2. All masts should be Dual-Validator capable.
3. The service door should be modified to facilitate maintenance.

In addition to the Validator mast design enhancement, MTS is requesting the purchase of an additional 86 masts and 128 validators to be placed at key high ridership stations. Although the proposal was slightly higher than the MTS Independent Cost Estimate (ICE) of \$904,689.84, staff compared the average cost of procuring the equivalent number of rail validators through other fare system integrators based on previously received proposals. INIT's proposed costs are 10% below the average cost of three other fare system vendors, making INIT's proposal fair and reasonable.

Amendment 3

In the original fare system procurement, MTS requested that the CAD/AVL solution currently provided by Conduent would integrate with the fare system. The integration requested would allow for single sign on, ability to capture trip information with the fare transaction inclusive of route, run and block as well as the door opening. INIT proposed to integrate with the Conduent CAD/AVL system via INIT's ISI programming protocol.

Conduent is the sole supplier of CAD/AVL services to MTS and NCTD. There is a major CAD/AVL upgrade underway for the entire regional bus fleet. Conduent requires third party integrations to utilize the J1587 UDP specification. This is especially needed due to a large portion of the bus fleet not being able to support INIT's ISI protocol due to hardware discrepancies amongst the fleet. This discrepancy remains even after the CAD/AVL upgrade that is currently underway. As a result, INIT will need to conform their programming to Conduent's specification hence incurring the additional costs. These are regional costs for which NCTD will pay a share to be determined.

Therefore, staff recommends that the MTS Board of Directors ratify Amendment 3 and authorize the CEO to execute Amendment 4 to MTS Doc. No. G2091.0-18 (in substantially the same format as Attachment A) with Innovations in Transportation, Inc. (INIT), a total contract increase of \$964,948.08.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Draft Amendment G2091.4-18
B. Executed Amendment G2091.3-18

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

Amendment 4

Effective Date: September 17, 2020

MTS Doc No. G2091.4-18

ACCOUNT BASED FARE COLLECTION SYSTEM

INIT Innovations in Transportation, Inc.
Roland Staib
President and CEO
424 Network Station
Chesapeake, VA 23320

This shall serve as Amendment No.4 to the original agreement G2091.0-18 as further described below.

SCOPE

MTS has requested a change to the trolley validator masts, a wider, more water-resistant single-head and dual-head masts along with options, including exotic screw heads, secure nuts, and media converters. With these wider masts, MTS will benefit from reduced maintenance time as the maintenance opening is wider. Additionally, the new masts will make it possible to house a media converter for fiber optic connections. The detailed changes are shown in Exhibit A – INIT's Proposal.

SCHEDULE

There are no changes to the schedule provision of the agreement. The contract termination date remains December 31, 2028.

PAYMENT

This contract amendment authorizes additional costs not to exceed \$907,267.08. The total value of the exercised services/options shall be in the amount of \$26,630,558.60. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Roland Staib, President and CEO
INIT Innovations in Transportation, Inc.

Date: _____

Attachment: A. INIT's Proposal



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

Amendment 3

Effective Date: May 29, 2020

MTS Doc No. G2091.3-18

ACCOUNT BASED FARE COLLECTION SYSTEM

INIT Innovations in Transportation, Inc.
Roland Staib
President and CEO
424 Network Station
Chesapeake, VA 23320

This shall serve as Amendment No.3 to the original agreement G2091.0-18 as further described below.

SCOPE

MTS has requested a change to the data exchange between the PROXmobil3 and Conduent VLU from INIT's ISI protocol to Conduent's protocol (Conduent J1587 UDP Interface Specification: See "IVU J1587_UDP_ICD" included as Attachment A).

This amendment reflects the additional changes and costs that will be incurred by Contractor under this change order to integrate Conduent's CAD/AVL solution.

SCHEDULE

There are no changes to the schedule provision of the agreement. The contract termination date remains December 31, 2028.

PAYMENT

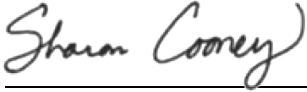
This contract amendment authorizes additional costs not to exceed \$57,681.00 (\$31,428.00 for One-time Interface Integration Fare-CAD + \$ 26,253.00 for Ongoing Software Maintenance for 10 years) as detailed in Attachment B. The total value of this contract including this amendment shall be in the amount of \$25,723,291.52. This amount shall not be exceeded without prior written approval from MTS.

Note: As noted in the Original Agreement, Operations and Maintenance at \$11,004,315.94 will be exercised at a later date.




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

Sincerely,



Sharon Cooney, Chief Executive Officer

Agreed:



Roland Staib, President and CEO
INIT Innovations in Transportation, Inc.

Date: 6/5/2020

Attachment: A. Conduent J1587 UDP Interface Specification
B. Conduent Interface Protocol



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

Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

September 17, 2020

**Draft for
Executive Committee
Review Date: 09/10/2020**

SUBJECT:

LAS CHOLLAS CREEK BRIDGE REPAIR DESIGN - WORK ORDER AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Work Order WOA1951-AE-58 under MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald, LLC (MM) totaling \$67,607.46, for Las Chollas Creek Bridge assessment services; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-58.01 under MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment B), with MM totaling \$80,187.49, for preparation of final construction documents for most immediate portions of the bridge repair work.

Budget Impact

Today's action will bring total value of the MM Doc. No. G1951.0-17-AE-58 to \$147,794.95, and will be funded through the MTS Capital Improvement Project (CIP) Project No. 2005111101 - Las Chollas Creek Bridge Repair

MTS Doc No.	Purpose	Amount	Board Approval Date
WOA1951-AE-58	Original Bridge Assessment Work Order	\$67,607.46	CEO approval 6/19/20 per Board Policy No. 41
WOA1951-AE-58.01	Construction Documents for Pile and Pile Cap Repair	\$80,187.49	Today's Proposed Action
Total		\$147,794.95	



DISCUSSION:

In March 2010, the Federal Railroad Administration (FRA), in Code of Federal Regulations (CFR) 49 Part 237, mandated all rail operators to conduct bridge inspections. In response, MTS contracted Jacobs Engineering, a licensed bridge inspector (Inspector), to perform in-depth bridge inspections and evaluations every twelve (12) months on seventy-three (73) significant bridge structures on its Blue, Orange, and Green Trolley Lines.

On May 5, 2020, the Las Chollas Creek Bridge was inspected. The Inspector identified concerns with the condition of the bridge, and recommended a follow-up inspection of the bridge under freight rail loads. The subsequent inspection occurred on May 19, 2020, and recommended a special inspection every three (3) months on the eastbound track until repairs were completed. Furthermore, if the bridge condition changes are discovered during the special inspections, freight traffic may be required to be moved to the westbound track until repairs are completed.

As a result of the aforementioned bridge inspections, MTS staff contracted with MM to perform a detailed assessment of the bridge condition, and immediately begin to develop 50% design drawings for repair of the bridge. This amendment is necessary to provide funds to bring the design to 100% and allow MTS to solicit construction contractors for the repair.

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 eight firms qualified to perform A&E services. Tasks are assigned to the firms through a work order process. MTS selects the most qualified firm based on the scope of work to be performed.

The initial work order was selected by MTS staff after a review of the approved A&E firms and utilizing a direct award process. MTS staff selected MM to perform the requisite services, as they were able to subcontract with Collins Engineers, Inc., a firm that specializes in design-level underwater inspection and hydrographic survey work, necessary for this project. The amendment is additional work related to the initial task order.

The proposed amount of the amendment was \$80,187.49, which was \$2,207.51 less than MTS's Independent Cost Estimate (ICE) of \$82,395.00.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Work Order WOA1951-AE-58 under MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment A) with Mott MacDonald, LLC (MM) totaling \$67,607.46, for Las Chollas Creek Bridge assessment services; and

- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-58.01 under MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment B), with MM totaling \$80,187.49, for preparation of final construction documents for most immediate portions of the bridge repair work.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com

Attachments: A. Executed Work Order WOA1951-AE-58, MTS Doc. No. G1951.0-17
B. Draft Work Order WOA1951-AE-58.01, MTS Doc. No. G1951.0-17

1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
Tel 619.231.1466 Fax 619.234.3407

June 16, 2020

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-58

Mr. Dan Tempelis
Senior Vice President
Mott MacDonald, LLC
401 B Street, Suite 1520
San Diego, CA 92101

Dear Mr. Tempelis:

Subject: MTS DOC. NO. G1951.0-17, WORK ORDER WOA1951-AE-58, GENERAL ENGINEERING SERVICES FOR LAS CHOLLAS CREEK BRIDGE ASSESSMENT

This letter shall serve as our agreement for Work Order WOA1951-AE-58 to MTS Doc. No. G1951.0-17, for engineering services for Las Chollas Creek Bridge Assessment.

SCOPE OF SERVICES

Provide engineering services for Las Chollas Creek Bridge Assessment. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE


The Scope of Services, as described above, for a period of four (4) months from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed without prior authorization of \$67,607.46.

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,



Sharon Cooney
Chief Executive Officer

Accepted:



Dan Tempelis, Senior Vice President
Mott MacDonald, LLC

Date: June 22, 2020

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



ATTACHMENT A

SCOPE OF SERVICES

MTS Doc. No. G1951.0-17

Work Order No. WOA1951-AE-58

WORK ORDER TITLE: Las Chollas Creek Bridge Assessment**I. PROJECT DESCRIPTION**

This project is to support San Diego Metropolitan Transit System (MTS) with structure condition assessment, detailed design of repairs and remediation of piles and pile caps and determination of causes of scour and remediation design at the abutments of Chollas Creek Bridges. Periodic inspections of the bridge have shown a progressive deterioration of the bridge abutment and piles to a condition that requires intervention to preserve the structural condition of the bridge. Deterioration includes cracking and spalling to concrete members and scour and potential undermining of the creek bank abutment structures.

II. EXPECTED RESULTS

Provide assessment, detailed design of repairs and remediation of piles and pile caps and determination of causes of scour and remediation design at the abutments of Chollas Creek Bridges.

III. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:
Please see Mott MacDonald Proposal (Exhibit A).

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. ADDITIONAL INFORMATION

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

IX. PREVAILING WAGE

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

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

Diver
Stand By Diver
Tender

Attachments: Exhibit A, Mott MacDonald Proposal

Exhibit A
Mott MacDonald Proposal

Las Chollas Creek Bridge Assessment

Scope of Work

June 1, 2020

Contents

1	SCOPE OF WORK	2
1.1	Bridge Repair Design Level Inspection and Data Collection	2
2	SCHEDULE	3
3	FEE	3
4	ASSUMPTIONS AND EXCLUSIONS	3

Las Chollas Creek Bridge Assessment

The scope of this Work Order is to support San Diego Metropolitan Transit System (MTS) with structure condition assessment, detailed design of repairs and remediation of piles and pile caps and determination of causes of scour and remediation design at the abutments of Chollas Creek Bridges. Periodic inspections of the bridge have shown a progressive deterioration of the bridge abutment and piles to a condition that requires intervention to preserve the structural condition of the bridge. Deterioration includes cracking and spalling to concrete members and scour and potential undermining of the creek bank abutment structures. The most recent draft inspection by Jacobs, dated 5 May 2020, has documented concerns for deterioration and stability of the piles that support the bridge.

MTS requested Mott MacDonald (MM) to develop an approach and scope of work for planning, engineering, and design for repairs and rehabilitation of the existing concrete girder bridge structure. MM will subcontract with Collin Engineers to perform a repair design level inspection to support the design strategies that will be developed for a bid set of documents to procure construction services to extend the life of the existing structure.

Approach

Based on conversations with the MTS and concerns documented in the most recent inspection report by Jacobs, MM proposes developing two separate repair design packages. The first package (Phase 1) will include pile jacketing repairs based on recommendations included in the Jacobs inspection report and MM's design level inspection. The second design package (Phase 2) will focus on repairs that address the long-term durability of the bridge (e.g. scour protection and pile cap repairs) and will be completed after the first package. The bridge improvement planning and design work is anticipated to occur in two phases as follows.

- Phase 1 Field Investigation, Pile Repair Final Design Package & Comprehensive Repair Package Schematic Design.
Develop a recommended bridge improvement plan. Conduct detailed data collection and inspection of the structure for the purpose of developing design level recommendations for repair and rehabilitation. The field work will include hydrographic surveying to assess scour. Repair Package 1 will be developed into a set of contract documents to address emergency pile repairs. Evaluate alternatives, determine construction costs and schedule for implementation of Repair Package 2.
- Phase 2a Engineering Design & Regulatory Permitting for Comprehensive Repair Package.
Develop a final design documents for regulatory permitting and bidding for the second repair package which includes more comprehensive repairs to address long term durability of the pier. Finalize designs for the preferred alternative and develop technical specifications, final cost estimates and permit application documents needed for Phase 2b bidding and construction.
- Phase 2b Bidding and Construction
Conduct bidding phase to select a qualified contractor to perform bridge improvement works.

This scope of work described herein focuses on the Phase 1 services. Phase 2a and 2b will be outlined at the conclusion of the Phase 1 work and will be authorized under a future contract amendment.

1 SCOPE OF WORK

1.1 Bridge Repair Design Level Inspection and Data Collection

A repair design level inspection and data collection effort will be conducted to aid in developing an assessment of the bridge condition in accordance with ASCE Underwater Investigations Standard Practice Manual. This will be the basis for the recommended rehabilitation and repair plan developed in Task 1.2 and help with determining suitable pile repairs developed as a part of this task (Task 1.1). It will include the following:

- Existing Data Compilation. Compile existing data from MTS database and summarize for use in conducting the condition assessment work.
- Bridge Inspection. Conduct an underwater and above water condition assessment of the bridge structure with a focus on below deck and piers and abutments, in accordance with ASCE. Assessment will be a combination of underwater and above water inspection. The inspection will be a repair design level inspection to better define the conditions for the purpose of developing recommendations and schematic design drawings in Task 1.2 and 1.3. Previous inspection reports do not provide enough detail as to the extent of deterioration sufficient to estimate all repair quantities. Inspection work will be conducted utilizing qualified engineer dive inspectors under the direction of a CA licensed engineer. All members of the inspection team will be equipped and trained, and all diving operations will be conducted in accordance with the Occupational Safety and Health Administration Commercial Diving Operations Standard (29 CFR 1910, Subpart T) and Collins Engineers' Manual of Safe Dive Practices. The design-level inspection will consist of a visual and tactile inspection of the exposed surfaces of the substructure units with particular attention given to any observed areas of deterioration or apparent distress. Photographs will be taken as necessary to document general conditions and observed deficiencies. Observations of the channel adjacent to the substructure units will be made to determine the channel bottom material, the presence or extent of scour, the presence or extent of riprap, and the presence or extent of drift and debris.
- Hydrographic Survey. Conduct a comprehensive survey of the creek bed around the bridge including upstream and downstream of the bridge. It will be conducted to aid in the assessment of the scour. Hydrographic data will be collected 150ft upstream and downstream of the bridge.
- Structural Condition Assessment. Assessment of the bridge structure will be developed in a summary report and will provide recommendations for repair, rehabilitation, and maintenance.
- Scour Assessment. A FHWA level 1 qualitative assessment of the creek channel scour and hydraulic (fluvial and tidal) processes will be conducted based on a combination of new hydrographic survey data, review of creek discharge and tidal information and review of historical surveys.
- Geotechnical Assessment. Review results of the hydrographic survey, scour assessment, and existing geotechnical data to assess geotechnical stability of the abutment relative to the scoured channel conditions.
- Condition Assessment Report. Provide a summary of the results of the condition assessment work and basic repair recommendations.
- Meetings. Attend 2 teleconference progress meetings using MS Teams. (approximately 2 hrs. each)

Deliverable: Condition assessment technical memorandum and inspection report including detailed summary of results of inspection, hydrographic survey, and structural and scour assessments. Meeting notes for each meeting.

2 SCHEDULE

This Work Order will be completed based on the assumed NTP per the below schedule.

TASK 1.1	Schedule	Notes
Field Inspection	2-3 weeks after NTP	To be completed in June 2020
Draft Condition Assessment Report¹	8 weeks after Field Inspection	For MTS Review (2 weeks)
Final Condition Assessment Report	2 weeks after MTS comments received	

3 FEE

Mott MacDonald proposes to complete task 1.1 described for the fees shown below on a time and materials, not-to-exceed amount of **\$67,607.46**. See Attachment B for a detailed breakdown of costs and subconsultant proposal. Other tasks are deferred to a later date.

4 ASSUMPTIONS AND EXCLUSIONS

Assumptions for Phase 1 Work

- MTS to provide records of design plans, geotechnical investigations, as-builts, design reports, land surveys and prior inspection reports in electronic format for use by Mott MacDonald in conducting the work.
- Repairs to bridge will not affect the as-built load carrying capacity of the bridge
- Commercially available pile repair systems can be used to address issues noted in past inspection reports.
- As-built design load of the bridge has not been exceeded.
- MTS will facilitate communication with train operations during field and inspection work.
- MTS will provide requirements for train operations during potential repairs.
- Existing creek flood studies are available for use in conducting the assessment and conceptual design phase work.
- Numerical modeling for scour assessment is not required for Phase 1 work; need for more detailed hydrodynamic numerical analysis and modeling will be determined in Phase 1 that would be conducted during Phase 2.
- Coordination of site access and site use restrictions will be provided to the Mott MacDonald team by MTS.
- Field work will be conducted in one day delays due to train operations or other potential delays not included.

- One round of comments from MTS on each deliverable. Review comments will be compiled by MTS's review team and sent to MM. MM will submit final deliverables after all comments have been addressed.
- MTS specific safety training not required.
- MM team's standard dive/inspection safety plan is acceptable for the project.
- California Prevailing Wages are applicable only for the field work portion of the project for the dive inspection team.
- MTS will obtain necessary permits and facilitate communication of field work with stakeholders.
- MM team will be granted uninhibited access to the bridge substructures and superstructure for the duration of the inspection.

Exclusions for Phase 1 Work

- Final engineering design and development of plans, specifications and estimates for bidding.
- Standalone CSI specifications for Repair Package 1 (specifications will be on the repair drawings).
- Regulatory permitting and application development.
- Bidding, procurement and support to construction phase(s).
- Legal surveys and other work associated with property acquisition, temporary easements.
- No new geotechnical borings.
- Traffic planning, engineering and preparation of traffic management plans, traffic control plans.
- Detailed seismic analysis (per AREMA) for the proposed structural maintenance and repairs.
- Seismic retrofit for the bridge structure assumed to not be applicable.
- Legal, financial or other non-technical professional services except as required by Mott MacDonald to fulfill its obligations under the contract.

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 19, 09/17/2020

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

Work Order No. **WOA1951-AE-58**

Attachment: **B**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Condition Assessment	\$67,607.46
2			

Totals = **\$67,607.46**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1.1	Condition Assessment	410.0	\$67,607.46
2				
3				
4				
5				

Totals = **410.0** **\$67,607.46**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	200.0	\$32,156.90
				Collins Engineers	210.0	\$35,450.56

Totals = **410.0** **\$67,607.46**

Att. A, Al 19, 09/17/2020

Work Order No.: **WOA1951-AE-58**

Total Costs =	\$32,156.90
---------------	--------------------

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT**

Attachment: B

A-16

Work Order Estimate Summary

Att. A, AI 19, 09/17/2020

Consultant/ Subconsultant: **Mott MacDonald**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-58**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1.1		Task 1.2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service	Day	\$71.30	3	\$213.90								
2	Per Diem - site visit days	Day	\$71.00	3	\$213.00								
3	Airfare Round trip from Seattle	Each	\$250.00										
4	Hotel (per night per person)	Day	\$173.00										
5													
6													
7													
8													
9													
10													
Subtotal =					\$426.90	Subtotal =				Subtotal =			

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service													3	\$213.90
2	Per Diem - site visit days													3	\$213.00
3	Airfare Round trip from Seattle														
4	Hotel (per night per person)														
5															
6															
7															
8															
9															
10															
Subtotal =				Subtotal =				Subtotal =				Subtotal =			
												Totals =			\$426.90

Att. A, Al 19, 09/17/2020

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

Total Hours =	210
Total Costs =	\$35,450.56

Attachment: B

A-18

Work Order Estimate Summary

Att. A, AI 19, 09/17/2020

Consultant/ Subconsultant: **Mott MacDonald**

Contract No: **G1951.0-17**

Task Order No. **WOA1951-AE-58**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1.1		Task 1.2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Aire fare	Each	\$600.00	2	\$1,200.00								
2	Mileage - Boise to San Diego	Miles	\$0.58	2,000	\$1,160.00								
3	Parking, Tolls, etc	Day	\$15.00	5	\$75.00								
4	Tax/ Car service	Each	\$40.00	4	\$160.00								
5	Lodging	Night	\$173.00	8	\$1,384.00								
6	Pier Diem (Meals)	Day	\$71.00	11	\$781.00								
7	Expendable Field Equipment	Each	\$294.00	1	\$294.00								
8	Dive Equipment Rental	Day	\$40.00	3	\$120.00								
9	Boat and Motor	Day	\$75.00	1	\$75.00								
10	Equipment Shipping	Each	\$350.00	1	\$350.00								
Subtotal =				\$5,599.00		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Aire fare													2	\$1,200.00
2	Mileage - Boise to San Diego													2,000	\$1,160.00
3	Parking, Tolls, etc													5	\$75.00
4	Tax/ Car service													4	\$160.00
5	Lodging													8	\$1,384.00
6	Pier Diem (Meals)													11	\$781.00
7	Expendable Field Equipment													1	\$294.00
8	Dive Equipment Rental													3	\$120.00
9	Boat and Motor													1	\$75.00
10	Equipment Shipping													1	\$350.00
Subtotal =				Subtotal =				Subtotal =				Subtotal =		Totals =	
														\$5,599.00	

DRAFT

September 17, 2020

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-58.01

Mr. Dan Tempelis
Senior Vice President
Mott MacDonald, LLC
401 B Street, Suite 1520
San Diego, CA 92101

Dear Mr. Tempelis:

Subject: AMENDMENT NO. 1, TO WORK ORDER WOA1951-AE-58, TO MTS DOC. NO. G1951.0-17,
GENERAL ENGINEERING SERVICES FOR LAS CHOLLAS CREEK BRIDGE
ASSESSMENT

This letter shall serve as Amendment No. 1 to our agreement for Work Order WOA1951-AE-58 to MTS Doc. No. G1951.0-17, for engineering services for Las Chollas Creek Bridge Assessment.

SCOPE OF SERVICES

This Amendment shall provide preparation of construction documents for immediate portions of the bridge repair work for Las Chollas Creek Bridge Assessment. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

This Amendment shall add four (4) months to the Schedule. The Scope of Services, as described above, for a period of eight (8) months from the date of the Notice to Proceed.

PAYMENT

This Amendment shall increase the Work Order amount by \$80,187.49. Payment shall be based on actual costs in the amount not to exceed \$147,794.95 without prior authorization of MTS.

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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Dan Tempelis, Senior Vice President
Mott MacDonald, LLC

Date: _____

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

ATTACHMENT A

SCOPE OF SERVICES

Las Chollas Creek Bridge Assessment – Amendment 1

Scope of Work

August 26, 2020

San Diego Metropolitan Transit System

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4	ASSUMPTIONS AND EXCLUSIONS	5
5	ATTACHMENT B – COST PROPOSAL	Error! Bookmark not defined.

Las Chollas Creek Bridge Assessment

The scope of this Work Order Amendment is to support San Diego Metropolitan Transit System (MTS) with detailed design, permitting, and bid support of repairs and remediation of piles and pile caps and determination of causes of scour and remediation design at the abutments of Chollas Creek Bridges. Periodic inspections of the bridge have shown a progressive deterioration of the bridge abutment and piles to a condition that requires intervention to preserve the structural condition of the bridge. Deterioration includes cracking and spalling to concrete members and scour and potential undermining of the creek bank abutment structures.

MTS requested Mott MacDonald (MM) to develop an approach and scope of work for planning, engineering, design, and permitting for repairs and rehabilitation of the existing concrete girder bridge structure. MM will subcontract with HELIX Environmental Planning to develop a permitting strategy and support the regulatory permitting process.

Approach

Based on conversations with the MTS and concerns documented in the most recent design level inspections report by MM and Collins Engineers, MM proposes developing two separate repair design packages. The first package will include pile jacketing repairs and concrete spall repairs based on recommendations included in the inspection report. The second design package will focus on repairs that address scour protection and slope stability and will be completed after the first package. The main elements of this effort are summarized below.

- **Field Investigation, Condition Assessment, Structural Repair Preliminary Design Package** Develop a recommended bridge improvement plan. Conduct detailed data collection and inspection of the structure for the purpose of developing design level recommendations for repair and rehabilitation. The field work will include hydrographic surveying to assess scour. Repair Package 1 will be developed into a set of contract documents to address emergency pile repairs and other substructure concrete repairs.
- **Structural Repair Final Design Package & Regulatory Permitting**
- Develop a recommended regulatory permitting strategy, submit permit applications for Repair Package 1, produce a bid ready set of drawings and specifications for Repair Package 1, update the cost estimate.
- **Scour Protection Engineering Design & Regulatory Permitting** (To be addressed in future phase)
Develop design documents for regulatory permitting and bidding for the second repair package which includes scour protection and slope stability. Finalize designs for the preferred alternative and develop technical specifications, final cost estimates and permit application documents needed for bidding and construction.
- **Bid Phase Support**
Provide bid phase to select a qualified contractor to perform bridge improvement works.

1 SCOPE OF WORK

Task 1.1 - Bridge Repair Design Level Inspection and Data Collection (Provided under current approved work order)

A repair design level inspection and data collection effort will be conducted to aid in developing an assessment of the bridge condition in accordance with ASCE Underwater Investigations Standard Practice Manual. This will be the basis for the recommended rehabilitation and repair plan developed in Task 1.2 and help with determining suitable pile repairs developed as a part of this task (Task 1.1). It will include the following:

- Existing Data Compilation. Compile existing data from MTS database and summarize for use in conducting the condition assessment work.
- Bridge Inspection. Conduct an underwater and above water condition assessment of the bridge structure with a focus on below deck and piers and abutments, in accordance with ASCE. Assessment will be a combination of underwater and above water inspection. The inspection will be a repair design level inspection to better define the conditions for the purpose of developing recommendations and schematic design drawings in Task 1.2 and 1.3. Previous inspection reports do not provide enough detail as to the extent of deterioration sufficient to estimate all repair quantities. Inspection work will be conducted utilizing qualified engineer dive inspectors under the direction of a CA licensed engineer. All members of the inspection team will be equipped and trained, and all diving operations will be conducted in accordance with the Occupational Safety and Health Administration Commercial Diving Operations Standard (29 CFR 1910, Subpart T) and Collins Engineers' Manual of Safe Dive Practices. The design-level inspection will consist of a visual and tactile inspection of the exposed surfaces of the substructure units with particular attention given to any observed areas of deterioration or apparent distress. Photographs will be taken as necessary to document general conditions and observed deficiencies. Observations of the channel adjacent to the substructure units will be made to determine the channel bottom material, the presence or extent of scour, the presence or extent of riprap, and the presence or extent of drift and debris.
- Hydrographic Survey. Conduct a comprehensive survey of the creek bed around the bridge including upstream and downstream of the bridge. It will be conducted to aid in the assessment of the scour. Hydrographic data will be collected 150ft upstream and downstream of the bridge.
- Structural Condition Assessment. Assessment of the bridge structure will be developed in a summary report and will provide recommendations for repair, rehabilitation, and maintenance.
- Scour Assessment. A FHWA level 1 qualitative assessment of the creek channel scour and hydraulic (fluvial and tidal) processes will be conducted based on a combination of new hydrographic survey data, review of creek discharge and tidal information and review of historical surveys.
- Geotechnical Assessment. Review results of the hydrographic survey, scour assessment, and existing geotechnical data to assess geotechnical stability of the abutment relative to the scoured channel conditions.
- Condition Assessment Memo. Provide a brief summary of the results of the condition assessment work and basic repair recommendations.
- Meetings. Attend 2 teleconference progress meetings using MS Teams. (approximately 2 hrs. each)

Deliverable: Condition assessment technical memorandum and inspection report including detailed summary of results of inspection, hydrographic survey, and structural and scour assessments. Meeting notes for each meeting.

[Note change from a report to a brief memo for the Conditions Assessment to allow addition of Task 1.2 below within existing budget]

Task 1.2 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Preliminary Design (Updated scope under Task 1 provided under original budget)

The original scope was modified to allow repairs to the piles and pile caps to be addressed more quickly, while reducing the detail included in the technical memo of Task 1.1. This task will develop Repair Package 1 to a 50% design level of detail. Design will be limited to pile repair, pile cap repair, and abutment concrete repair details and draft specifications on a set of drawings. It will include the following.

- Preliminary Design Drawings and Draft Specifications. Identify appropriate pile repair based on commercially available pile repair systems. Concrete repair details for pile caps and abutment concrete spall repairs. Drawing package will include a plan identifying location of repairs, typical pile elevation/detail, typical pile cap detail, and typical concrete spall repair detail, general notes and specifications on drawings. MTS will develop and provide the applicable Division 00 and 01 specifications.

Deliverable: Preliminary (50% level) set of 11x17 set of design drawings.

Task 2.0 Project Management and Coordination

Consultant to provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.

Task 2.1 Regulatory Permitting Strategy

HELIX Environmental Planning will be subcontracted to assist with regulatory permitting. The repairs likely qualify for an emergency exemption under Section 10 Rivers and Harbors Act and fall under a Nationwide Permit. Permitting agencies need to be consulted with to describe urgency of the pile repairs to confirm the proper permitting requirements for the repairs described. While the permitting process may be abbreviated, it is still possible that several permits will be required. This task will develop a permitting strategy for both repair projects and include the following.

Deliverables: Memo describing the recommended permitting path, meeting minutes

Task 2.2 Regulatory Permitting Application Design Package 1

Based on the consultation with permitting agencies the proper studies and permit applications will be completed. While this task assumes a conservative approach, the team will work with MTS and the permitting agencies to expedite the required permits.

Once permit applications and/ or emergency notifications are submitted to the appropriate regulatory agencies, HELIX will provide project management and support to the project team during agency processing. HELIX will serve as the primary point of contact for the regulatory agencies and will lead coordination efforts on behalf of the project team. Specific support tasks expected to be provided by HELIX include performing outreach to the agencies via phone and e- mail correspondence; coordinating with the project team regarding additional information needs during processing; preparing additional information in response to agency comments; and attendance at meetings and hearings.

- Biological Resources Technical Study. This study is required to support California Environmental Quality Act (CEQA) review. This will include a general biological survey/jurisdictional delineation and biological resources report. If potential jurisdictional aquatic resources are confirmed present, HELIX will conduct a formal jurisdictional aquatic resources delineation in accordance with current methodologies and regulatory guidance provided by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), and California Coastal

Commission (CCC). The biological resources report will describe the survey methods employed, present the results of the fieldwork, assess the potential for additional sensitive resources to occur on the site, identify regulatory issues related to the resources on the site, calculate project impacts (including fire clearing), and recommend potential mitigation measures in accordance with CEQA requirements.

- Agency Pre-Application Meetings. The team will assist in coordinating and attending pre-application meetings with the USACE, CDFW, RWQCB and/or CCC to discuss the urgency and details of the repair project, present the jurisdictional delineation findings, and establish the most appropriate course for project permitting.
- Aquatic Resources Delineation Report. Prepare an Aquatic Resources Delineation Report as needed or requested by the resource agencies to facilitate the regulatory permitting process. The report will document the results of the aquatic resources delineation from Task 1 and generally follow the reporting format and content recommended in the USACE's 2017 Minimum Standards for the Acceptance of Aquatic Resources Delineation Reports.
- CWA Section 404 Permit/Section 10. Prepare the following draft materials as part of the coordination effort: cover letter, Pre- Construction Notification, Aquatic Resource Delineation Report, mitigation proposal (if required), and supporting project information.
- CWA Section 401 Request for Water Quality Certification. Prepare the following draft materials as part of the notification to the RWQCB, Request for Water Quality Certification application form (if required), Aquatic Resource Delineation Report, mitigation proposal (if required), and supporting information.
- California Fish and Game Code Section 1602 Notification of Lake or Streambed Alteration. Prepare the following draft materials as part of the 1602 agreement request: cover letter, Notification of Lake or Streambed Alteration application form, Aquatic Resource Delineation Report, mitigation proposal, and supporting information.
- Coastal Development Permit. Prepare the following draft materials as part of the CDP request: cover letter, CDP application form, coastal consistency analysis, public noticing documentation, mitigation proposal, and supporting information.

Deliverables: Permit Drawings (8.5x11), Biological Resources Technical Study, Permit Applications, and Meeting Minutes.

Task 2.3 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Final Design

Complete Repair Package 1 for bid by a Contractor.

- Final Design Drawings and Specifications.
- Constructability Assessment. Assess site access and phasing with respect to ongoing train operations.
- Cost Estimate. Provide basic unit costs for the repair types included in the design drawings and an Opinion of Probable Construction Cost for the repair work.

Deliverables: PDF set of 11x17 set of design drawings, technical memo detailing the constructability assessment and phasing, updated cost estimate.

Task 3.1 Repair Package 1 Bid Support

- Participation in (1) pre-bid meeting (1 person from MM).
- Responses to question from bidders.
- Clarification or interpretation of the bidding documents
- Assist with bid evaluation.
- Deliverable: RFI responses in email format.

2 SCHEDULE

This Work Order will be completed based on the assumed NTP per the below schedule.

TASK	Schedule	Notes
Task 1.2 Repair Package 1 Preliminary Design	11 September 2020	For MTS Review (2 weeks)
Task 2.1 Permitting Strategy Memo	3 weeks after NTP	For MTS Review (2 weeks)
Task 2.2 Repair Package 1 Regulatory Permit Application	TBD based on Task 2.1 Outcome	
Task 2.3 Repair Package 1 Final Design Plans and Specifications	4 weeks after Task 1.2 comments received from MTS	For MTS Review (2 weeks)

3 FEE

Mott MacDonald proposes to complete the tasks described for the fees shown below on a time and materials, not-to-exceed amount of **\$80,187.49**. See Attachment B for a detailed breakdown of costs and subconsultant proposal. Other tasks are deferred to a later date.

4 ASSUMPTIONS AND EXCLUSIONS

Assumptions for Work

- MTS to provide records of design plans, geotechnical investigations, as-builts, design reports, land surveys and prior inspection reports in electronic format for use by Mott MacDonald in conducting the work.
- Repairs to bridge will not affect the as-built load carrying capacity of the bridge
- Commercially available pile repair systems can be used to address issues noted in past inspection reports.
- As-built design load of the bridge has not been exceeded. Mott MacDonald assumes the bridge substructure (pile foundations) do not need re-evaluation and the ground conditions provide the rated bearing capacity identified on the original construction drawings.
- MTS will provide requirements for train operations during potential repairs.
- Existing creek flood studies are available for use in conducting the assessment and conceptual design phase work.
- One round of comments from MTS on each deliverable. Review comments will be compiled by MTS's review team and sent to MM. MM will submit final deliverables after all comments have been addressed.
- MTS will obtain necessary permits and facilitate communication of field work with stakeholders.

- Regulatory permitting is an abbreviated process due to the nature of the pile repairs. Standalone CSI specifications for Repair Package 1 (specifications will be on the repair drawings).

Exclusions

- Construction support for Repair Package 1.
- Legal surveys and other work associated with property acquisition, temporary easements.
- No new geotechnical borings.
- Traffic planning, engineering and preparation of traffic management plans, traffic control plans.
- Detailed seismic analysis (per AREMA) for the proposed structural maintenance and repairs.
- Seismic retrofit for the bridge structure assumed to not be applicable.
- Legal, financial or other non-technical professional services except as required by Mott MacDonald to fulfill its obligations under the contract.
- Mitigation plans for proposed repairs. If required by permitting agencies, MM can provide a proposed scope.

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. B, AI 19, 09/17/2020

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

Work Order No. **WOA1951-AE-58.01**

Attachment: **B**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES
AND CONCRETE**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$80,187.49
2			

Totals = **\$80,187.49**

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

Item	TASKS/WBS	TASKS/WBS Description		Total Costs
1	2.0	Project Management and Coordination	33.0	\$5,352.75
2	2.1	Regulatory Permitting Strategy Development	42.0	\$9,292.92
3	2.2	Repair Package 1 Regulatory Permitting Application	178.0	\$31,869.58
4	2.3	Repair Package 1 Final Design	156.0	\$26,099.74
5	3.1	Repair Package 1 Bid Support	44.0	\$7,572.50

Totals = **453.0** **\$80,187.49**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	341.0	\$58,718.33
				Helix Environmental Planning	112.0	\$21,469.16

Totals = **453.0** **\$80,187.49**

Work Order Estimate Summary

Att. B, AI 19, 09/17/2020

Total Hours =	341
Total Costs =	\$58,718.33

Consultant/Subconsultant: **Mott MacDonald**

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

Work Order No.: **WOA1951-AE-58.01**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

tachment: **B**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Senior Project Engineer - Rail and Transit	Engineer 4 (QA/QC)	Engineer 4 (Coastal)	Engineer 2 (Track)	Engineer 3 (Structural)	Senior Project Engineer - Rail / Systems	Senior CAD	Engineer 2 (Planner)	Accounting/ Admin	Total Hours	Totals
				\$ 295.87	\$ 187.18	\$ 122.27	\$ 150.20	\$ 96.16	\$ 104.16	\$ 235.49	\$ 132.84	\$ 96.16	\$ 87.55		
1	Task 2.0	Project Management and Coordination													
		Project Management and Coordination		4	4								5	13	\$2,369.95
		Project Administration and Reporting (4 months)		4	4								12	20	\$2,982.80
		Subtotals (Hours) =	N/A	8	8								17	33	\$5,352.75
		Subtotals (Costs) =		\$2,366.96	\$1,497.44								\$1,488.35	33	\$5,352.75
1	Task 2.1	Regulatory Permitting Strategy Development													
		Meetings with MTS and Regulatory Agencies		4	6									10	\$2,306.56
		Permit Strategy Memo		2	4									6	\$1,340.46
		Subtotals (Hours) =	N/A	6	10									16	\$3,647.02
		Subtotals (Costs) =		\$1,775.22	\$1,871.80									16	\$3,647.02
2	Task 2.2	Repair Package 1 Regulatory Permitting Application													
		Bio Study and Report Review and Coordination		1	6									7	\$1,418.95
		Permit Application Review		1	6		4							11	\$2,019.75
		Project Description Input		1	8		4							13	\$2,394.11
		Permit Figures		1	8		12				24			45	\$6,783.87
		Meetings		4	12									16	\$3,429.64
		Subtotals (Hours) =	N/A	8	40	20				24				92	\$16,046.32
		Subtotals (Costs) =		\$2,366.96	\$7,487.20	\$3,004.00				\$3,188.16				92	\$16,046.32
2	Task 2.3	Repair Package 1 Final Design													
		100% Design Plans		4	8	16				24				52	\$7,825.40
		Address MTS review comments		2	4	4				4				14	\$2,360.90
		Cost Estimate Updates		4	4	8								16	\$2,910.36
		Bi Weekly Meetings (4 total)		4	6	6								16	\$3,040.16
		Construction Phasing Assessment		2	4	8								14	\$2,318.62
		Specifications		4	16	16				8				44	\$7,644.28
		Subtotals (Hours) =	N/A	20	42	42	16			36				156	\$26,099.74
		Subtotals (Costs) =		\$5,917.40	\$7,861.56	\$5,135.34	\$2,403.20			\$4,782.24				156	\$26,099.74
4	Task 3.1	Repair Package 1 Bid Support													
		Review Div 0 and 1 (Produced by MTS)		2	4	4								10	\$1,829.54
		Prebid Meeting and Presentation (1 from MM)		1	4	4								9	\$1,533.67
		Answer RFIs and Issue Amendments		2	4	8				4				18	\$2,849.98
		Assist Bid Evaluation		1	2	4								7	\$1,159.31
				\$200.00											\$200.00
		Subtotals (Hours) =	N/A	6	14	20				4				44	\$7,572.50
		Subtotals (Costs) =		\$200.00	\$1,775.22	\$2,620.52	\$2,445.40			\$531.36				44	\$7,572.50
	Totals (Summary) =														
	Total (Hours) =	N/A		48	114	62	36			64			17	341	\$58,718.33
	Total (Costs) =			\$200.00	\$14,201.76	\$21,338.52	\$7,580.74	\$5,407.20		\$8,501.76		\$1,488.35			\$58,718.33
	Percentage of Total (Hours) =	N/A		14%	33%	18%	11%			19%		5%	100%		
	Percentage of Total (Costs) =			0%	24%	36%	13%	9%		14%		3%			100%

Work Order Estimate Summary

Att. B, AI 19, 09/17/2020

Consultant/ Subconsultant: **Mott MacDonald**

Contract No: **G1951.0-17**
Task Order No. **WOA1951-AE-58.01**
Attachment: **B**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1.1		Task 1.2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service	Day	\$71.30										
2	Per Diem - site visit days	Day	\$71.00										
3	Airfare Round trip from Seattle	Each	\$250.00										
4	Hotel (per night per person)	Day	\$173.00										
5	Purchase/repro of geotechnical reports from City of San Diego	Each	\$200.00					1	\$200.00				
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service														
2	Per Diem - site visit days														
3	Airfare Round trip from Seattle														
4	Hotel (per night per person)														
5	Purchase/repro of geotechnical reports from City of San Diego													1	\$200.00
6															
7															
8															
9															
10															

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals =

Work Order Estimate Summary

Att. B, AI 19, 09/17/2020

Total Hours =

112

Total Costs =

\$21,469.16

Consultant/Subconsultant: HELIX Environmental Planning

Doc. No.: G1951.0-17

Work Order No.: WOA1951-AE-58.01

Work Order Title:

CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal	Principal Biologist	Senior Env Specialist	Snr GIS Specialist	Graphics	Technical Editor	Total Hours	Totals
				\$ 290.53	\$ 224.43	\$ 176.14	\$ 134.08	\$ 132.14	\$ 82.89		
1	Task 2.1	Regulatory Permitting Strategy Development									
	Meetings with MTS and Regulatory Agencies		\$258.00	1	6	6				13	\$2,951.95
	Permit Strategy Memo			1	6	6				13	\$2,693.95
	Subtotals (Hours) =	N/A		2	12	12				26	\$5,645.90
	Subtotals (Costs) =	\$258.00	\$581.06	\$2,693.16	\$2,113.68					26	\$5,645.90
2	Task 2.2	Repair Package 1 Regulatory Permitting Application									
	Bio Study and Report			2	8	16	4	4	4	38	\$6,591.18
	Permit Prep, JD prep and processing of permits			8	12	16	4	4	4	48	\$9,232.08
	Subtotals (Hours) =	N/A		10	20	32	8	8	8	86	\$15,823.26
	Subtotals (Costs) =		\$2,905.30	\$4,488.60	\$5,636.48	\$1,072.64	\$1,057.12	\$663.12		86	\$15,823.26
	Totals (Summary) =									112	\$21,469.16
	Total (Hours) =	N/A		12	32	44	8	8	8	112	
	Total (Costs) =	\$258.00	\$3,486.36	\$7,181.76	\$7,750.16	\$1,072.64	\$1,057.12	\$663.12			\$21,469.16
	Percentage of Total (Hours) =	N/A		11%	29%	39%	7%	7%	7%	100%	
	Percentage of Total (Costs) =		1%	16%	33%	36%	5%	5%	3%		100%

Work Order Estimate Summary

Att. B, AI 19, 09/17/2020

Consultant/ Subconsultant: **HELIX Environmental Planning**

Contract No: **G1951.0-17**
Task Order No. **WOA1951-AE-58.01**
Attachment: **B**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 2.1		Task 2.2		Task 2.3					
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage	Miles	\$0.575	240	\$138.00								
2	GPS	Ea	\$60.00	2	\$120.00								
3													
4													
5													
6													
7													
8													
9													
10													
Subtotal =					\$258.00	Subtotal =				Subtotal =			

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage											240	\$138.00
2	GPS											2	\$120.00
3													
4													
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$258.00	