Agenda
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE
March 4, 2021
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 under ‘Additional Materials’ at the following link: https://www.sdmts.com/about-mts-meetings-and-agendas/executive-committee

ACTION
RECOMMENDED

1. ROLL CALL

2. APPROVAL OF MINUTES - February 4, 2021  Approve

3. PUBLIC COMMENTS

COMMITTEE DISCUSSION ITEMS

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

5. Free Transfer Consideration (Rob Schupp)  Possible Action
   Action would receive a report and provide feedback.

6. New Bus Maintenance Facility – Division 6 (Denis Desmond)  Informational

7. Declaration of Surplus Property Site (Karen Landers)  Possible Action
   Action would forward a recommendation to the Board of Directors to declare the property located at 5801 and 5805 Fairmount Avenue, San Diego, California as “surplus land” for purposes of Government Code sections 54220, et seq.

8. Approval of Complimentary Transit Services (Sharon Cooney)  Approve
   Action would approve complimentary transit services to asylum seekers from the U.S.-Mexico border to various temporary lodging locations in San Diego for up to six weeks.

Please SILENCE electronics during the meeting
OTHER ITEMS

9. REVIEW OF DRAFT March 11, 2021 MTS BOARD AGENDA

10. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

11. NEXT MEETING DATE: April 1, 2021

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

DRAFT MINUTES

February 4, 2021

[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

Chair Fletcher called the Executive Committee meeting to order at 9:00 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. Approval of Minutes

Chair Fletcher moved to approve the minutes of the December 3, 2020, MTS Executive Committee meeting. Board Member Sandke seconded the motion, and the vote was 5 to 0 in favor with Vice Chair Sotelo-Solis and Board Member Salas absent.

3. Public Comments

There were no Public Comments.

COMMITTEE DISCUSSION ITEMS

4. San Diego Transit Corporation (SDTC) Pension Investment Status (Jeremy Miller, Representative from RVK and Larry Marinesi)

Larry Marinesi, MTS Chief Financial Officer, provided a brief background on the various MTS pension plans. Jeremy Miller, with RVK, presented on the SDTC pension investment status. He outlined the following aspects of the pension: investment structure as of June 30, 2020, investment details as of June 30, 2020, Fiscal Year (FY) 2020 performance, Fiscal Year to Date (FYTD) performance, long-term performance details and investment structure summary.

Board Member Sandke voiced his concern with a 0.5% return figure. He asked about the risk and equity mix in the portfolio and asked if the performance figures incorporated management fees.

Mr. Marinesi clarified the one-year return at the end of the calendar year was 8.9%, which is above the actuarial target of 6.75%. He noted that the 0.5% return at the end of the fiscal year is in large part due to the COVID-19 pandemic.

Mr. Miller clarified the risk percentage is calculated in a way to ensure there is growth potential in the portfolio. He noted that the duration of the liability will continue to shorten within the closed plan, and as that duration shortens, the amount of equities in the plan would continue to decrease.

Mr. Marinesi stated that management fees are approximately 50 basis points on an annualized basis, which is at the lower threshold in the fee spectrum. He also noted that the agency has seen a strong recovery with over 13.5% returns over the last six months.

Board Member Elo-Rivera asked about agency standards and policies regarding ethics and values that drive where funds are invested.
Mr. Miller clarified the agency is co-fiduciary and the asset structure is developed jointly. He explained that RVK’s goal is to help assist in placing funds into accounts that will provide a maximized return in the risk profile to satisfy liability needs. He noted they are able to provide assistance with any other goals MTS may wish to pursue in relation to the plan.

Ms. Cooney clarified that MTS does not have a policy with regard to investments. She noted that staff has looked into options that would help further social equity goals, but also maintain strong financial investment returns.

Mr. Marinesi explained that staff would need to understand the legality of reallocating investments. He noted that the fees related to these types of investments would be three to four times more than what the agency currently pays. Mr. Marinesi stated that staff would need to further explore and research this aspect of the investment.

Chair Fletcher asked staff to present on this topic at a later date.

Ms. Cooney recommended the topic be addressed at a future Budget Development Committee (BDC) meeting. She noted that because there would be a financial trade off to this request, the committee would need to assess the reallocation of other funds to pay for higher fees.

Chair Fletcher asked that the item be introduced to the BDC, then brought to the Executive Committee for further discussion.

Board Member Elo-Rivera noted he hoped to optimize the investments of the agency, but would also like to make sure MTS is not investing its funds in areas that counters the mission.

Board Member Gastil commented that CalPERS may be an entity that is socially conscious in its investments and suggested staff look to other agencies as models.

**Action Taken**

Informational item only. No action taken.

5. **San Diego Transit Corporation (SDTC) Employee Retirement Plan's Actuarial Valuation as of July 1, 2020 (Anne Harper and Alice Alsberghe of Cheiron, Inc. and Larry Marinesi)**

Anne Harper and Alice Alsberghe, with Cheiron, presented on the SDTC employee retirement plan’s actuarial valuation as of July 1, 2020. They outlined the following aspects of the results including: plan cost changes, plan history contributions and funding, membership and support ratio, COVID-19 impact on plan assets, projected total contributions, project funded ratio, stochastic projection of contributions, and next steps.

Board Member Sandke asked if the agency could realize the returns sooner, rather than the projected pay off date of 2038.

Mr. Marinesi clarified the agency moved into a closed plan in 2012, and twenty-five years from that date, the plan’s total unfunded actuarial liability fully would be paid off. The decision was approved by the Board and the agency moved forward with implementation. He noted that decisions would need to continuously be made for the next 10 years of the plan, assessing actuarial gains and losses. Currently, the plan continues to be on the projected trajectory to reach the goal of fully paying off the unfunded actuarial liability by 2037.

Board Member Sandke noted the plan is fiscally responsible assuming all the assumptions are met. He noted he continued to be unsatisfied with the investment performance over time relative
to the market volatility. He concluded the plan is financially prudent and meets the goal approved by the Board in 2012.

Ms. Cooney noted the agency strives to make these investments with as little risk as possible. She asked Mr. Marinesi to briefly discuss the portfolio and what the portfolio would look like if the agency decided for a higher investment risk strategy.

Mr. Marinesi noted the plan is invested and diversified in the stock market with positions in equities and bonds. He cited CalPERS as an example with economies of scale that have private investments such as real estate. The $160 - $180 million agency plan is not large enough to participate in these types of investments to provide liquidity needed to satisfy benefit payments for the pensioners. He noted the limitations to this plan that larger plans, such as CalPERS or the San Diego County pension plan, do not have to account for. He noted that reducing fees is prudent. The agency needs assets available in order to meet obligations and satisfy pension benefit payments.

Action Taken

Chair Fletcher moved to forward a recommendation to the Board of Directors to receive the SDTC Employee Retirement Plan’s actuarial valuation as of July 1, 2020, and adopt the pension contribution amount of $17,585,592 for fiscal year 2022. Board Member Gastil seconded the motion, and the vote was 5 to 0 in favor with Vice Chair Sotelo-Solis and Board Member Salas absent.


Michael Wygant, MTS Chief Operating Officer – Transit Services; and Kyle Whatley, MTS Zero Emission Project Specialist, presented on the ZEB pilot performance and transition plan update. They outlined the following aspects of the plan: policy history, timeline, ZEB pilot program performance report, monthly fleet efficiency, average efficiency by route, efficiencies vs. temperatures, compressed natural gas (CNG) vs. Battery Electric-Bus (BEB) monthly mileage, CNG vs. BEB fuel & maintenance, availability, mean distance between failures, ZEB deployment, Disadvantaged Community (DAC) routes by division, charging infrastructure, funding, transition costs, upcoming milestones, procurement timeline and 25% early adoption pathway.

Chair Fletcher included an update from the California Air Recourses Board (CARB), noting there were significant funding challenges with Greenhouse Gas Reduction Funds (GGRF). He noted that CARB was anticipating transportation allocations through an equity fund. CARB is working with the legislature and Governor's office in order to assist transit agencies.

Board Member Sandke was encouraged with the cost comparison. He noted the cost was higher; however, the tradeoff was an environmental benefit. He noted the maintenance cost would be significantly lower over time and asked if there would be a progressive savings for maintenance labor. He also inquired about the overhead gantry chargers.

Heather Furey, MTS Director of Capital Projects, clarified buses and chargers are built in tandem to support the bus in its lifetime. She explained the structure that will support the chargers is versatile and easy to retrofit in order to meet the demands of the changing infrastructure.
Mr. Wygant agreed that the infrastructure allows for flexibility. He noted the open protocols and charger standards have allowed the agency to charge various buses using the same charging station. He also noted the overhead charging infrastructure versatility for the next fleet would have to abide by open standard protocols. He explained mileage interval for preventative maintenance would remain at the same level for now. CARB, along with other projections, shows there will be less labor maintenance over time compared to a combustion vehicle; however, there has yet to be a reduction in the industry. He noted that maintenance labor might become infrastructure labor.

Board Member Sandke acknowledged the infrastructure transition and noted funding would be a challenge in the future.

**Action Taken**

Informational item only. No action taken.

7. **Eat, Shop, Play Business/Ridership Marketing Campaign (Rob Schupp)**

Rob Schupp, MTS Director of Marketing and Communications, presented on the Eat, Shop, Play business and ridership marketing campaign. He outlined the following aspects of the small business support program: context to the program, co-operative marketing pilot program, selected neighborhood, shop to ride incentive, operation, recruiting business partners, promotion, milestones for measurable success, MTS service to communities and timeline.

Board Member Aguirre asked if the program launch date could be delayed so businesses could be included. She also asked if vendors could join the program after the launch date.

Mr. Schupp clarified the program would be ongoing, with recruitment in the beginning phases. He noted a dedicated website would show the participating businesses.

Board Member Aguirre noted cross promotion on social media would also be beneficial to the communities.

Board Member Sandke asked about routes in San Diego that serve both tourist and employment demands. He asked if the agency could identify such routes and rebrand the routes.

Mr. Schupp confirmed there were various routes available that did this and he would explore a branding strategy.

**Action Taken**

Informational item only. No action taken.

**OTHER ITEMS**

8. **REVIEW OF DRAFT February 11, 2021 BOARD AGENDA**

**Recommended Consent Items**

6. **Mid-Coast Corridor Transit Project – Projected Staffing**

Action would approve an additional 15 Security and Information Technology (IT) positions to support the Mid-Coast Corridor Trolley (Mid-Coast) extension.
7. **Excess Liability and Worker’s Compensation Insurance Renewals**


Action would authorize the Chief Executive Officer (CEO) to issue a Purchase Order to New Flyer for the purchase of twelve (12) 60-foot low-floor electric battery-powered buses in the amount of $18,558,245.40.

9. **On-Call Construction Management and Engineering/Inspection Services – Assignment Increase**

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G2023.0-17 with the San Diego Association of Governments (SANDAG) in the amount of $1,000,000. The new total value of the contract shall not exceed $5,000,000.

10. **Printed Circuit Boards (PCBs) and Electronic Components – Contract Amendments**

Action would: 1) Ratify Amendment No. 1 to MTS Doc. No. L1476.0-19 with Siemens Mobility Inc., in the amount of $90,000; and 2) Authorize the Chief Executive Officer (CEO) to approve Amendment No. 2 to MTS Doc. No. L1476.0-19 with Siemens Mobility Inc., for PCBs and Electronic Components, for a total of $350,000.

11. **Provision of Hewlett Packard Enterprise (HPE) Nimble HF20 Array Equipment and Support to Replace Regional Transit Management System (RTMS) 3PAR Storage Array (3PAR) – Purchase Order**

Action would authorize the Chief Executive Officer (CEO) to execute a Purchase Order to Nth Generation Computing Inc. for the provision of HPE Nimble HF20 Array equipment and support to replace the RTMS 3PAR in the amount of $106,834.56.

12. **On-Call Electrical Repair Services – Contract Amendment**

Action would: 1) Ratify MTS Doc No. PWG253.0-18 (Attachment A) with ACM Lighting Services (ACM), a Disadvantaged Business Enterprise (DBE), for on-call electrical repair services for a period of one base year and two optional one-year extensions in the amount of $22,130.00 for the base year only; 2) Ratify Amendment No. 1-3 to MTS Doc No. PWG253.0-18 (Attachment B-D) with ACM to add additional funds for on-call electrical repair services in the amount of $75,743.20; and 3) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc No. PWG253.0-18 (in substantially the same format as Attachment E), with ACM to add locations and funds for on-call electrical repair services in the amount of $25,568.00, for a new contract total of $123,441.20.

13. **Design Services for the Fashion Valley Elevator Project – Work Order Amendment**

Action would: 1) Ratify Work Order Amendment Nos. 1-4 under MTS Doc No. G1949.0-17 with Jacobs Engineering Group, Inc. (Jacobs) totaling $99,945.60, for additional design services; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. 5 WOA1949-AE-15.05 under MTS Doc No. G1949.0-17 with Jacobs in the amount of $20,068.12 for additional Design Support During Construction (DSDC) services for the Project.
14. America Plaza Pedestrian Enhancements Project – Award Work Order Contract
Action would authorize the Chief Executive Officer (CEO) to execute Work Order
WOA1951-AE-63 to MTS Doc. No. G1951.0-17 with Mott MacDonald in the amount of
$749,706.49 for design services for the America Plaza Pedestrian Enhancements
Project

15. Investment Report – Quarter Ending December 31, 2020

9. Committee Member Communications and Other Business

Ms. Cooney noted that consent item number 7 would be moved to the discussion section of the
Board agenda. The item discusses how rail properties are facing high increases in insurance
costs. She explained the self-insured liability would need to be increased to $5 million per year.
Ms. Cooney recommended moving the ZEB Pilot Performance and Transition Plan Update to
the March 11th Board of Directors meeting.

Julia Tuer, Manager of Government Affairs, briefly discussed the items on the SANDAG
Transportation Committee meeting agenda. The items included the following: Transnet bond
issuance proposal; short-term note refunding to meet funding commitments for the Major
Corridors Program; the 2021 Regional Transportation Improvement Plan; and an update on
PRONTO, the next generation fare collection system.

10. Next Meeting Date

The next Executive Committee meeting is scheduled for March 4, 2021, at 9:00 a.m.

11. Adjournment

Chair Fletcher adjourned the meeting at 10:44 a.m.

Chairperson
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE): February 4, 2021

CALL TO ORDER (TIME): 9:00am

RECESS: 

RECONVENE: 

CLOSED SESSION: 

RECONVENE: 

PUBLIC HEARING: 

RECONVENE: 

ORDINANCES ADOPTED: 

ADJOURN: 10:44am

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<th>BOARD MEMBER</th>
<th>(Alternate)</th>
<th>PRESENT (TIME ARRIVED)</th>
<th>ABSENT (TIME LEFT)</th>
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<tr>
<td>FLETCHER (Chair)</td>
<td>☒ (Vargas)</td>
<td>9:00am</td>
<td>10:44am</td>
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<tr>
<td>SOTELO-SOLIS (Vice Chair)</td>
<td>☐ (no alternate)</td>
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<td>GASTIL</td>
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<td>ELO-RIVERA</td>
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<tr>
<td>MONTGOMERY STEPPE</td>
<td>☐ (Aguirre)</td>
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<tr>
<td>SANDKE</td>
<td>☒ (Aguirre)</td>
<td>9:00am</td>
<td>10:44am</td>
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SIGNED BY THE CLERK OF THE BOARD: /S/ Dalia Gonzalez

CONFIRMED BY THE GENERAL COUNSEL: /S/ Karen Landers
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE
March 4, 2021

SUBJECT:

QUARTERLY MID-COAST CORRIDOR TRANSIT PROJECT UPDATE (RAMON RUELAS OF SANDAG)

INFORMATIONAL ONLY

Budget Impact
None.

DISCUSSION:

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

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com
11-mile extension of the UC San Diego Blue Line Trolley

One seat ride from U.S./Mexico Border to University area

Nine new stations (five with parking)

36 new Trolley cars

Revenue service to begin late 2021
MID-COAST CONSTRUCTION SCHEDULE

Over 85% COMPLETE

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<tr>
<td>RELOCATE UTILITIES</td>
<td>BUILD SUPPORTING INFRASTRUCTURE</td>
<td>CONSTRUCT VIADUCTS AND BRIDGES</td>
<td>BUILD STATIONS</td>
<td>INSTALL TRACK AND POWER</td>
<td>TESTING/START-UP</td>
</tr>
</tbody>
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## CONSTRUCTION SCHEDULE

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Baseline</th>
<th>Mar. 2021 Update</th>
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<tbody>
<tr>
<td>Heavy Construction Duration</td>
<td>56 months</td>
<td>57 months</td>
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<tr>
<td>Reach 14 Track Construction Complete</td>
<td>August 2020</td>
<td>August 2020</td>
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<tr>
<td>Start MTS Pre-Revenue Testing</td>
<td>April 2021</td>
<td>June 2021</td>
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<tr>
<td>Final Completion by MCTC</td>
<td>July 2021</td>
<td>September 2021</td>
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<tr>
<td>Revenue Service Date</td>
<td>September 2021</td>
<td>November 2021</td>
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MID-COAST CONSTRUCTION PROGRESS

92.3% Expended
86.0% Elapsed Time

% of Time
(Sept 2016 - Sept 2021)
DBE UTILIZATION

Projected vs. Actual

Disadvantaged Business Enterprise (DBE) Goal: 11.3%
Old Town Transit Center Improvements
CONSTRUCTION UPDATE

Clairemont Drive Trolley Station
CONSTRUCTION UPDATE

Balboa Avenue Transit Center
CONSTRUCTION UPDATE

Morena Boulevard
CONSTRUCTION UPDATE

Nobel Drive Trolley Station and Parking Structure
CONSTRUCTION UPDATE

VA Medical Center and UC San Diego Central Campus Trolley Stations
CONSTRUCTION UPDATE

VA Medical Center Trolley Station
CONSTRUCTION UPDATE

VA Medical Center Trolley Station
UC San Diego Health La Jolla Trolley Station
CONSTRUCTION UPDATE

Executive Drive Trolley Station
UTC Transit Center
UTC Transit Center and Parking Structure
PUBLIC INVOLVEMENT

- Public outreach activities continue to follow COVID-19 precautions
- Team providing project updates through electronic media
- Ongoing attendance at virtual community planning group meetings
- Construction milestones event planning in progress
- Opening day events and ribbon-cutting ceremony planning in progress
ACCOMPLISHMENTS IN LAST QUARTER

• Friars Road construction activities completed
• Construction for UTC Transit Center parking structure began
• Nobel Drive Trolley Station parking structure completed
• Station construction progressing
• Landscaping work progressing
• Systems work on schedule
• Project remains within budget and on schedule for fall 2021 revenue service
ACCOMPLISHMENTS IN LAST QUARTER

- Gilman Drive Bridge signage and lighting completed
- Rose Creek Bikeway nearing completion
- Voigt Drive Improvements project in progress
NEXT STEPS

- Continue station construction
- Complete systems work and turn over guideway to MTS in late June
- Continue coordination between MTS and SANDAG for project signage
- Continue coordination between MTS, SANDAG, and UC San Diego in preparation for opening day
Contact Us
midcoast@sandag.org
(877) 379-0110
KeepSanDiegoMoving.com/MidCoast

Mid-Coast Trolley
@MidCoastTrolley
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE
March 4, 2021

SUBJECT:
FREE TRANSFER CONSIDERATION (ROB SCHUPP)

RECOMMENDATION:
That the Executive Committee receive a report and provide feedback.

Budget Impact
No budget impact.

DISCUSSION:
The San Diego Metropolitan Transit System (MTS), San Diego Association of Governments (SANDAG) and North County Transit District (NCTD) Board Members have received a letter from Circulate San Diego, a local mobility advocacy group, to consider reinstituting a free transfer policy for public transportation riders throughout the San Diego County region. At the January 21, 2021 meeting of the MTS Board of Directors, staff was directed to conduct a fare revenue impact study of a free transfer policy and report back to the Board. The results of the study will allow the Board of Directors to provide more guidance regarding potential fare policy changes needed for the implementation of PRONTO, the new regional fare collection system.

MTS hired Hatch/LTK to conduct the revenue impact study. In addition to reporting the results of the study, staff will present an analysis of transfer policies at peer agencies, a history of transfer policy in the region, and an overview of how free transfers would work in the PRONTO system.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Peer Agency Comparison Pricing
<table>
<thead>
<tr>
<th>AGENCY NAME</th>
<th>ONE-WAY</th>
<th>DAY PASS</th>
<th>TRANSFER TO LOCAL BUS</th>
<th>FREE TRANSFER TO RAIL</th>
<th>NOTES</th>
<th>FARE BOX RECOVERY RATIO (2019)</th>
<th>WEBSITE (FARES)</th>
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<tbody>
<tr>
<td>MTS Metropolitan Transit System (San Diego, CA)</td>
<td>$2.50 Adult ($1.25 SDM)</td>
<td>1-Day Adult: $6 / $12 Premium Regional</td>
<td>NONE</td>
<td>FREE</td>
<td>No transfers.</td>
<td>34.90%</td>
<td><a href="https://www.sdmts.com/fares/passes">https://www.sdmts.com/fares/passes</a></td>
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<td></td>
<td>Rapid Express/Premium $5</td>
<td>Premium Regional</td>
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<td>(2$50 SDM)</td>
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<td></td>
<td>Rural</td>
<td>$8 ($4 SDM)</td>
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<tr>
<td></td>
<td>Local Fares: $1.25 / $0.60</td>
<td>Local Fares: 1-Day Pass $2.50 ($1.25 Reduced)</td>
<td>NONE</td>
<td>NONE</td>
<td>No transfers. Website promotes purchasing the correct pass (Day Pass) if making multiple trips.</td>
<td>14.20%</td>
<td><a href="https://www.capmetro.org/fares/lft">https://www.capmetro.org/fares/lft</a></td>
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<td>Reduced Commuter Fares: $3.50 / $1.75 reduced</td>
<td>7 Day $11.25 Commuter Fares: 1-Day Pass $7.00 ($3.50 Reduced)</td>
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<td></td>
<td>Day Pass $6 ($12 Regional / $3 Reduced AM/PM Passes: travel more than 2 hours but prior to noon or after noon until end of service: $3 Local / $1.50 Reduced</td>
<td>NONE</td>
<td>NONE</td>
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<td>Day Pass $25 ($19 Local)</td>
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<td></td>
<td>Midday Pass: $2 (local)</td>
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<td>- allows unlimited travel between 9:30am-2:30pm 7 days a week.</td>
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<td>DART Dallas Area Rapid Transit (Dallas, TX)</td>
<td>$2.50 (1$25 reduced)</td>
<td>Day Pass: $6 local / $12 Regional / $3 Reduced AM/PM Passes: travel more than 2 hours but prior to noon or after noon until end of service: $3 Local / $1.50 Reduced</td>
<td>NONE</td>
<td>NONE</td>
<td>No transfers. Day pass required. Bus one-way fare is cash only so no ticket, no transfers. No single ride for light rail, require a pass.</td>
<td>15.80%</td>
<td><a href="https://www.dart.org/fares.asp">https://www.dart.org/fares.asp</a></td>
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<td>7 Day Pass $25 ($19 Local)</td>
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<td>KING COUNTY METRO King County Department of Metro Transit (Seattle, WA)</td>
<td>$2.75 Adult/$1.50 Youth (6-18 yrs) and $1.50 Reduced Fare</td>
<td>Day Pass: $8 Adult / $4 SDM ($6 &amp; $1.50 depending on Zone ($2.50 - $3.25 SDM / Yth)</td>
<td>FREE</td>
<td>FREE</td>
<td>Transfer value is stored for two hours on the ORCA card, and is credited in full for transfers. The net result is the rider pays the highest individual fare of the rail or bus ridden.</td>
<td>33.90%</td>
<td><a href="http://oakland.oakland.gov/depts/transp/transportation/metro/fares/orca/what-to-pay.aspx">http://oakland.oakland.gov/depts/transp/transportation/metro/fares/orca/what-to-pay.aspx</a></td>
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<td>LA METRO Los Angeles County Metropolitan Transportation Authority (Los Angeles, CA)</td>
<td>$1.75 ($0.75 Senior 62+ and $0.35 off peak 9am-3pm and 7pm-5am weekdays; weekends &amp; Federal Holidays)</td>
<td>1 Day $7 ($2.50 SDM)</td>
<td>NONE</td>
<td>NONE</td>
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<td>NCTD North County Transit District (Oceanside, CA)</td>
<td>BREEZE/SPRINTER $2.50 Adult/Yth ($1.25 SDM) COASTER One-way $5-$6.50 depending on Zone ($2.50 - $3.25 SDM/Yth)</td>
<td>Day Pass: $8 Adult / $4 SDM</td>
<td>FREE</td>
<td>FREE</td>
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</table>
| OCTA Orange County Transportation Authority (Orange County, CA) | Adult: $2 ($0.75 60+) Express Route: $7 ($5 transfer fare) OC Express $4 ($2 transfer fare) | 1-Day Local Routes: $5 ($1.5 60+) - sold on board Pre-paid 1-Day Pass: $4.50 ($1.35 60+) Express Routes: 1-Day $14 ($5 transfer fare) KR $12 (60+) | NONE | NONE | Only OCTA buses that directly connect with Metrolink trains at or near rail stations will honor Metrolink tickets and passes | 0% | [https://www.octa.net/bus/Fares-and-](https://www.octa.net/bus/Fares-and-)

RT Sacramento Regional Transit District (Sacramento, CA) | $2.50 ($1.25 Seniors 62+, Disabled K-12), $0.25 Transfer ticket | Day Pass $7 (19-61 yrs) / $3.50 (62+) / $3.50 Disabled / Students K-12 | NONE | FREE | Bus: Passengers are required to pay a basic or discount single fare for each trip or may purchase a daily pass valid for unlimited rides on that day. Light Rail: Single ride tickets are valid for 90 minutes from time of validation on light rail only, or pay the 25 cent transfer fee when boarding a bus. | 20.60% | [http://www.sacrt.com/fares/](http://www.sacrt.com/fares/) |
| **RTD**  
| Denver Regional Transportation District  
| (Denver, CO)  
| **Local Fares:** $3 / $1.50  
| **Regional:** $5.25 / $2.60  
| **Airport:** $10.50 / $3.25  
| **FREE**  
| **Single Day Pass:**  
| **Local:** $6 ($3 SDM 65+ and $1.80 Youth 6-19 yrs)  
| **Regional/Airport:** $10.50 ($3.25 SDM 65+ & $3.20 Youth 6-19 yrs)  
| **FREE**  
| **Transfers**  
| **FREE**  
| **Transfers are valid for three hours in any direction.**  
| **Paper ticket issues with time stamp required.**  
| **23.40%**  

| **TRIMET**  
| Tri-County Metropolitan Transportation District of Oregon  
| (Portland, OR)  
| **$2.50 ($1.25 Youth & low-income and SDM 65+)  
| **Day Pass:** $5 ($2.50 Youth & low-income and SDM 65+)  
| **FREE**  
| **FREE**  
| **One way ticket is a 2 1/2 hour pass to ride anywhere on TriMet.**  
| **The paper ticket has a date/time stamped on it and to be used for 2 1/2 hours.**  
| **28.10%**  
| [https://trimet.org/fares/index.html#gut](https://trimet.org/fares/index.html#gut)  

| **UTA**  
| Utah Transit Authority (Salt Lake City, UT)  
| **$2.50 ($1.25 Youth & SDM)**  
| **FREE**  
| **FREE**  
| **The Adult One-Way Fare cash payment is good on local buses, TRAX and Streetcar for 2.5 hours after purchase. Cash one-way are issued paper transfers upon request.**  
| **15.90%**  
| [https://www.rideduta.com/Fares/Adult-Passes/Current-Fares](https://www.rideduta.com/Fares/Adult-Passes/Current-Fares)  

| **VALLEY METRO**  
| City of Phoenix Public Transportation Department (Phoenix, AZ)  
| **$2 Local ($1 Reduced):** $3.25 Express/Rapid ($2.25 Reduced)  
| **1 Day Local $4 / $2 Youth 6-18 years & 65+ SDM**  
| **NONE**  
| **FREE**  
| **Light Rail 1-Ride fare receipt is valid for two hours and only for use in one travel direction. A 1-Ride fare for the bus is available only on the bus by paying cash at the farebox. For the best value, purchase a 1-Day pass for multiple same-day trips or if your trip requires changing routes.**  
| **19.40%**  
| [https://www.valleymetro.org/fares](https://www.valleymetro.org/fares)  

| **VTA**  
| Santa Clara Valley Transportation Authority (San Jose, CA)  
| **Adult $2.50 Adult Express $5 Youth (5-18) $1.25 Local $4 / $2 Youth 6-18 years & 65+ SDM**  
| **Adult $7.50 8-Hour Light RailPass Adult $5 6 & 8-Hour Light RailPass SDM ($6 + $2.80 8-Hour Light RailPass Youth (5-18) $2.50 Adult Express $15 Youth (5-18) − $3.75 SDM ($6 + $3)**  
| **FREE**  
| **FREE**  
| **2 Hours of FREE Transfers when you purchase a single-ride fare using EZfare or Clipper.**  
| **14.90%**  
| [https://www.vta.org/go/fares](https://www.vta.org/go/fares)  

| **County of Miami-Dade Transit**  
| (Miami, FL)  
| **$2.25 ($1.10 discount) $0.60 transfer (bus to rail or rail to rail)**  
| **1 Day $5.65 (80.20 discount) 7: Day $29.25 ($14.60 discount)**  
| **FREE**  
| **NONE**  
| **Transfers require an EZ card and are free from bus to bus or rail to rail. Bus to rail or rail to bus costs 60c. Transfers must be made within three hours and are not for return trips. YOU MUST PAY YOUR FARE WITH AN EASY CARD OR EASY TICKET TO ACCESS THESE TRANSFER FEES. PASSENGERS PAYING WITH CASH WILL BE REQUIRED TO PAY FULL FARE EVERY TIME. BUS-TO-BUS TRANSFERS ARE FREE WITHIN THE FIRST THREE (3) HOURS FROM THE INITIAL TAP; AFTER THREE (3) HOURS FULL FARES APPLY.**  
| **18.50%**  
| [https://www.miamidade.gov/global/transportation/home.page](https://www.miamidade.gov/global/transportation/home.page)  

| **METRO**  
| (Houston, TX)  
| **$1.25 ($0.60 discounted fare)**  
| **$3 1-Day (50% discount for seniors/disabled/student and free for age 70+)**  
| **FREE**  
| **FREE**  
| **Free transfers in any direction for 3 hours. Have to have a Metro card for transfers... If you pay cash then you have to pay full fare each time.**  
| **12.60%**  

| **METRO TRANSIT**  
| (Minneapolis, MN)  
| **Local: $2 non-rush hour / $2.50 rush hour (Youth 6-12/SDM $1 non-rush hour / $2.50 rush hour)**  
| **Express: $2.50 non-rush hour / $3.25 rush hour (Youth 6-12/SDM $1 non-rush hour / $3.25 rush hour)**  
| **31-Day Pass: $120 ($3.25 fares), $90 ($2.50 fares), $65 ($2 fares) or $36 ($1 SDM fares)**  
| **FREE**  
| **FREE**  
| **Free transfer unlimited rides at the same fare level in any direction for up to 21/2 hours. Surcharges apply for higher fare levels. Paper transfers for cash one-way fares.**  
| **25.90%**  
| [https://www.metrotransit.org/transfers](https://www.metrotransit.org/transfers)  

---

1. Paper transfers for cash payments may have to pay full fare each time.  
2. Surcharges apply for higher fare levels.  
<table>
<thead>
<tr>
<th>City</th>
<th>Fare Options</th>
<th>Distance</th>
<th>Transfer Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>BART (Oakland, CA)</td>
<td>Fare is calculated by distance regardless of transfer. BART does not operate buses. No fare chart available. Must use fare calculator.</td>
<td>N/A</td>
<td>?</td>
</tr>
<tr>
<td>Muni (San Francisco, CA)</td>
<td>Single Ride MuniMobile or Clipper Card - $2.50 ($1.25 discount fare) Cash or Metro Ticket Machine - $3 ($1.50 discount fare) -</td>
<td>$5 Day Pass (MuniMobile)</td>
<td>FREE</td>
</tr>
</tbody>
</table>

https://www.sfmta.com/getting-around/muni/fares

BART does not operate buses. No fare chart available. Must use fare calculator.

N/A

DISTANCE

Att. A, AL 5, 03/04/2021

2019 National Transit Database - Transit Profiles Transit.dot.gov
Transfer History and Revenue Modeling

MTS Executive Committee
March 4, 2021
Background

• Region is considering fare changes to coincide with the launch of PRONTO to fill revenue gap caused by “best fare” functionality

  • Scenario One:
    • Increase adult one-way fares from $2.50 to $2.75 ($5 to $5.50 for Rapid Premium)
    • Decrease Youth one-way fares from $2.50 to $1.25 ($5 to $2.50 for Rapid Premium)
    • Increase Access from $5 to $5.50
    • Allow Fare Capping
    • Ridership up .06%; revenue down $589,000

  • Scenario Two:
    • All Scenario One changes
    • Increase Regional monthly fares for Adults from $72 to $75
    • Increase Regional monthly fares for SDM and Youth from $23 to $24
    • Ridership down .58%; revenue up $616,000

  • Scenario Three:
    • Allow fare capping and reduce Youth one-ways from $2.50 to $1.25
    • Ridership up .53%; revenue down $3.6 million
Background

MTS, NCTD and SANDAG Board Members received letter from Circulate San Diego citing the following:

• MTS is one of only two large public transit agencies that does not provide Free Transfers; analysis did not include many peer agencies to MTS
• A No Transfer policy disproportionately impacts low-income riders who pay twice for a one-way trip
• The regional Day Pass (that allows unlimited travel) of $6 is relatively high
• Requested the inclusion of a time-based free transfer for one-way tickets

MTS Board requested analysis of revenue impacts of instituting Free Transfers
Transfer History at MTS

• Region made major changes to Fare Policy in 2008
  • Due to Great Recession and severe reduction in revenues
  • Included significant increases in all fare types
  • Introduced Day Pass to allow unlimited free transfers ($5)
  • Eliminated bus-to-bus transfers w/one-way ticket
  • These changes were predicted to result in a 4% revenue increase and 1% decline in ridership

• $3 Day Pass introduced for SDM and Youth in 2019
  • Also available on mobile app
Peer Agency Analysis

MTS Researched Transfer Policies of 16 Peer Agencies

- Five have no free Bus-to-Bus Transfers
- Four have no free transfers to rail
- Only three print bus transfer tickets
- 13 require smart card, do not allow free transfers for cash customers
- All are time based: 90 minutes to three hours
- Day Pass prices range from $2.50 to $8
  - Median Day Pass Price is $5.65; 8 are lower, 4 are higher, 2 are the same
- Fare Box Recovery
  - MTS is highest at 34.9%; Seattle next at 33.9%
  - 8 lower than 20%, 5 between 20% and 26%
Free Transfer w/One-way Ticket Analysis

• Operational Challenges
  • No transfer ticket printing hardware on buses
    • Would require ~$3 million investment
  • Free transfer tickets would be subject to fraud
  • Health concerns due to paper handling
  • Free transfer tickets are littering issue
  • Bus operators cannot easily inspect transfer tickets or Trolley one-way tickets to ensure validity
Free Transfer w/One-way Ticket Analysis

• Assumptions for Revenue Analysis
  • Allow free transfers for two hours
  • No restrictions on direction of travel
  • No restrictions on time of travel during the day
  • Require PRONTO card for free transfers
Free Transfer Revenue Analysis/Impacts

• Assumes pre-pandemic ridership and fare revenue
• Assumes “best fare” functionality and reduced Youth one-ways from $2.50 to $1.25 (in alignment with SDM fares)
• Revenue loss due to fare capping: ~ $3.5 million
  • From $91 million to $87.4 million
• Additional revenue loss for free transfers w/o any fare increase
  • From $87.43 to $86.7 million for total revenue loss of $4.3 million
• Increasing Adult one-way to $2.75 w/free transfer: $89.9 million
• Increasing Adult one-way to $3.00 w/free transfer: $93.7 million
One-Way Ridership

• Relative small drop in fare revenue with free transfers w/one-way fare. Why?
  • Free Transfers impacts “best fare” daily rate of $6
    • With no transfers, people taking two trips in the morning and two trips in the afternoon would be charged $2.50 for first two trips, $1 for third trip and $0 for fourth trip, or $6 total
    • With free transfer, they will pay $2.50 in morning and $2.50 in the afternoon, or $5
    • But... Even if the rider uses transit only 4 days per week, they will reach the monthly cap of $72, so there is no revenue loss for frequent riders
  • May also stimulate new riders
Staff Proposal

• Implement fare policy change to allow “best fare”
• Reduce Youth One-way fare to align with SDM
• Keep all other fares at the current rate
• Allow free transfer with one-way fare with PRONTO card
• Use CARES/COVID Relief funding to fill revenue gap through FY2024
• Allow one-way fare to increase to $2.75 in FY2025

• Impacts
  • Revenue loss of $4.3 million annually (based on pre-COVID ridership)
  • Six to eight-week delay in launch of PRONTO due to Free Transfer rules change
Transfer History and Revenue Modeling

Questions
I would like to say that I think it might be fine to implement free transfers on Pronto cards, but it should be 1 free transfer per 1 way in a 2 hour period. Reason for that is that people could use that 1 way to effectively ride for free all day. I would also like to see an upgrade path so if you are riding a local/express bus but want to ride a Rapid Express Routes 280 and 290, there should be an option to transfer to that (similar to how LA metro does if you want to ride from a standard bus to the J Line (Silver line).

Ultimately I think we should just get Pronto implemented and try out fare capping and then see if a transfer policy should be implemented. I agree with staff's recommendation, but we should look at all of our available options and not just rely on groups such as Circulate SD.
SUBJECT:

NEW BUS MAINTENANCE FACILITY – DIVISION 6 (DENIS DESMOND)

INFORMATIONAL ITEM

Budget Impact

None.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) currently operates bus service out of five maintenance divisions. These are non-public facilities where buses are fueled, charged, parked overnight, and maintained. Drivers report here for work, and other administrative functions such as dispatching and training take place at the sites. The five current divisions, in Downtown, Kearny Mesa (2), Chula Vista, and El Cajon, are all either at or nearing capacity. Growth in the bus system will require new capacity, for which MTS has begun a project to locate and build a sixth bus division.

The San Diego Association of Governments (SANDAG) is the lead agency on this project, which has recently entered the environmental phase of work. Staff will provide an update on the project need, requirements, and status to the Executive Committee.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, Julia.Tuer@sdmts.com
Bus Division 6
Project Update

MTS Executive Committee
March 4, 2021
What’s a Bus Division?

- Not a passenger facility
- Primary functions:
  - Bus operations:
    - Operator reporting location
    - Dispatch and operator crew rooms
    - Communications Control Center
    - Operator Training
  - Bus maintenance:
    - Maintenance facility: washing & maintaining
    - Fueling (ZEB chargers, CNG)
    - Bus parking
    - Administrative support offices
- Most operate 24/7
- Distributed throughout service area to optimize locations for minimal deadhead
Current five MTS bus divisions:

<table>
<thead>
<tr>
<th>Division</th>
<th>Location</th>
<th>Operator</th>
<th>Services</th>
<th>Property Size</th>
<th>Current Buses</th>
<th>Bus Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imperial Ave. Division (IAD)</td>
<td>Downtown</td>
<td>MTS In-house</td>
<td>Fixed-Route (incl. Rapid)</td>
<td>7.8 acres</td>
<td>170</td>
<td>182</td>
</tr>
<tr>
<td>Kearny Mesa Division (KMD)</td>
<td>Kearny Mesa</td>
<td>MTS In-house</td>
<td>Fixed-Route (incl. Rapid)</td>
<td>8.0 acres</td>
<td>126</td>
<td>144</td>
</tr>
<tr>
<td>South Bay Division (SBD)</td>
<td>Chula Vista</td>
<td>Transdev</td>
<td>Fixed-Route (incl. Rapid)</td>
<td>10.6 acres</td>
<td>239 (251 w/ Iris Rapid)</td>
<td>240</td>
</tr>
<tr>
<td>East County Division (ECD)</td>
<td>El Cajon</td>
<td>Transdev</td>
<td>Fixed-Route (incl. Rural, Rapid Exp.)</td>
<td>5.2 acres</td>
<td>93</td>
<td>125</td>
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<tr>
<td>Large Bus Totals</td>
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<td>640</td>
<td>691</td>
</tr>
<tr>
<td>Copley Park Division (CPD)</td>
<td>Kearny Mesa</td>
<td>First Transit</td>
<td>Fixed-Route Minibuses + MTS Access</td>
<td>2.7 acres</td>
<td>208 (minibuses)</td>
<td>---</td>
</tr>
</tbody>
</table>
Need for Expansion Division

• Remaining capacity:
  – approx. 50 additional standard buses at existing divisions combined (after Iris Rapid implementation)
  – Articulated buses use 50% more space than standards

• ZEB charging infrastructure:
  – reduces capacity by approx. 20% at each division for islands and gantry supports

• Modernization projects:
  – will require work space for uninterrupted operations
  – maxed-out divisions have no buffer for flexibility

• Space needed for future expansion:
  – Elevate SD and future RTP both envision significant expansion
  – Rapid conversions, including added frequency and larger buses
  – New routes and better levels of service on existing routes

• Division project development takes 5-7 years
Future Facility Specifications
(not exhaustive)

- 10-12 acres
- Space to park 200-250 buses
- **Approx. 600 employees, including ~450 drivers**
- Location optimized for anticipated operations
- Maintenance facilities (shops, hoists, etc.)
- Driver lockers & amenities
- Office space for division staff
- ZEB charging infrastructure
- Short-term CNG fueling capability
- Future hydrogen fuel cell potential
- Stores & receiving
- Driver parking
- LEED certification
Locating a Site

- Current five divisions distributed throughout service area

- Operational analysis in 2016 reviewed current bus network and potential future services
  - Location optimally closest to services and expansion
  - Minimize deadhead travel, esp. with ZEBs

- Results dependent on routes and operator, but centroids of future needs were generally in central service area along I-805 corridor
  - Concentration of new and added service in central and southern areas
  - Travel patterns generally S>N in AM, N>S in PM

- Employee access
  - 80% of MTS Bus employees live south or east of Mission Valley (minimize commutes)
Locating a Site

- Limited industrial/commercial uses in this area; mostly residential, canyon, and freeway
- Community needs and input
- Other factors for consideration:
  - Access to/from freeways
  - Utilities availability (electrical, etc.)
  - Zoning (industrial/commercial)
  - Displacement
### Project Schedule & Budget

- **Title VI / Environmental**: Now
  - Draft Analysis and Report: Winter - Spring 2021
  - Public Outreach Period: Spring 2021
  - Complete/Final Report: Summer 2021

- **CEQA**
  - Technical Studies: Spring - Summer 2021
  - Draft IS/MND: Summer 2021
  - Public Review/Outreach: Summer - Fall 2021
  - Final IS/MND: Fall 2021

- **NEPA**
  - Draft CE Checklist: Summer 2021
  - Final NEPA Clearance: NEPA lead needed

### Schedule
- **Site Selection**: Spring - Summer 2021
- **Development/Design**: 2022 - 2024
- **Construction**: 2024 - 2026
- **Opening**: 2026 – 2027

- **Budget estimate**: $150-200 million
- **Dependent on location, property acquisition, etc.**
- **Funded through CIP; also anticipating grant funds**
Bus Division 6
Project Update

MTS Executive Committee
March 4, 2021
Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

March 4, 2021

SUBJECT:

DECLARATION OF SURPLUS PROPERTY SITE (KAREN LANDERS)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to declare the property located at 5801 and 5805 Fairmount Avenue, San Diego, California as “surplus land” for purposes of Government Code sections 54220, et seq.

Budget Impact

There is no direct budget impact from this agenda item.

DISCUSSION:

The Surplus Land Act was recently amended to expressly apply to transit agencies like MTS. Consequently, before MTS can take any action to negotiate with a potential buyer about a proposed real property sale, MTS is required to formally declare the property to be “surplus land” and then send notices of availability of the land to specified parties.

Today's proposed action relates to property owned by MTS at 5801 and 5805 Fairmount Avenue, San Diego, California (Fairmount Property). The Fairmount Property is east of the Grantville Trolley Station on the northwest side of the Alvarado Creek channel, north of the Fairmount Avenue and Alvarado Canyon Road intersection.

The property is 1.72 acres and is currently improved with a 10,000 square foot, single story industrial building that was constructed in 1955. This portion of the property is currently leased on a short-term basis for an auto auction business. The property also includes a MTS traction power substation and an elevated trolley guideway.
The Fairmount Property was acquired by MTS in 2001 as part of the Mission Valley East Project. The Mission Valley East Project completed the Grantville, SDSU, Alvarado and 70th Street stations and closed the gap between the Mission San Diego and Grossmont stations on the Green Line.

Although a sale of the Fairmount Property would require MTS to reserve an easement for the elevated trolley guideway and the traction power substation, including the right to access these facilities for inspections, maintenance, and repairs, there is no additional current or future transit use identified for the property. An expanded use of the Fairmount Property by MTS may also be limited by a proposed City of San Diego project to realign Alvarado Canyon Road. The proposed realignment would run through the Fairmount Property, limiting the developable portions of the property. That project is currently in the conceptual design phase at the City of San Diego. It is intended to address traffic and flooding issues near the Fairmount and Mission Gorge Road intersection.

Recently, the neighboring property owner, David Smith of El Dorado Properties, Inc. (El Dorado), approached MTS about their interest in purchasing the property. The proposed purchase would allow the properties to be assembled and optimize the design of a residential development project being planned on the neighboring property by El Dorado. El Dorado's current design concept accommodates the potential Alvarado Canyon Road realignment project.

Under the Surplus Land Act, MTS is not permitted to engage in any negotiations with El Dorado for the sale of the Fairmount Property until the property has been declared to be “surplus” and MTS has issued notices to designated parties under Government Code section 54221. Today’s action would forward a recommendation to the Board of Directors to declare the property “surplus”. Following this designation, staff will send out the required notices. Negotiations with El Dorado would only occur if no other notices of interest to purchase the property are received following the Surplus Land Act notice process. In that event, staff will return to the Board for negotiating instructions.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Parcel Map
5801 and 5805 Fairmount Ave

- Grantville area
- Total: 1.72 acres; 10,000sf industrial building
- Purchased by MTS in 2001 as part of Mission Valley East Project
  - Trolley guideway
  - TPSS
Surplus Land Declaration
5801 and 5805 Fairmount Ave
(San Diego)

Agenda Item No. 7

March 4, 2021
MTS Executive Committee Meeting
5801 and 5805 Fairmount Ave

• Grantville area

• Total: 1.72 acres; 10,000sf industrial building

• Purchased by MTS in 2001 as part of Mission Valley East Project
  • Trolley guideway
  • TPSS
5801 and 5805 Fairmount Ave
El Dorado Properties, Inc. Request to Negotiate Property Sale

• Neighboring property owner; currently designing proposed residential development on adjacent property

• El Dorado expressed interest in purchasing the MTS property at 5801 and 5805 Fairmount Avenue
  • Would facilitate design/access for neighboring project

• Under AB 1486, MTS not allowed to negotiate with El Dorado unless and until:
  • Property formally declared “surplus land”
  • Required Notices of Availability sent to specified entities
Surplus Property Declaration

• This property is not necessary for any current or future transit use
  • Easements for elevated trolley guideway and TPSS would be reserved in any sale
  • Significant portion may need to be dedicated to City of San Diego for Alvarado Canyon Road realignment
Surplus Property Declaration

• Excess Property currently used for short term lease
  • $93,000/yr gross revenue
  • Older facility has required various capital improvements and repairs in recent years
  • Staff time to manage tenants and maintenance
RECOMMENDATION

That the Board of Directors declare the property located at 5801 and 5805 Fairmount Avenue, San Diego, California as “surplus land” for purposes of Government Code sections 54220, et seq.
SUBJECT:

APPROVAL OF COMPLIMENTARY TRANSIT SERVICES (SHARON COONEY)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee approve complimentary transit services to asylum seekers from the U.S.-Mexico border to various temporary lodging locations in San Diego for up to six weeks.

Budget Impact

If complimentary transit services were provided every day for six weeks, the cost to MTS would be $45,360. The cost per day for one bus providing complimentary transit services is $1,080.

DISCUSSION:

MTS Policy No. 40, “MTS: Complimentary Services”, requires Executive Committee approval for MTS to provide complimentary transit services for any purpose not specifically covered in the policy. The policy generally allows for complimentary services related to transportation study groups, transportation association conferences, and marketing and promotional activities. As this request does not fall under the policy, it requires Executive Committee approval.

Jewish Family Service of San Diego (JFS), a nonprofit human services agency, in conjunction with various other nonprofits, the City of San Diego, and County of San Diego, are assisting asylum seekers crossing from the U.S.-Mexico border to acquire transportation and temporary lodging. JFS has contacted MTS requesting transportation assistance for a limited duration basis to transport asylum seekers from the U.S.-Mexico border to various temporary lodging locations in San Diego for up to six weeks.
Staff will provide a verbal presentation on this request and seek feedback and approval from the Executive Committee.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. MTS Policy No. 40
Policies and Procedures

SUBJECT: METROPOLITAN TRANSIT SYSTEM (MTS): COMPLIMENTARY SERVICES

PURPOSE:
The purpose of this policy is as follows:

a. To establish a framework of rules governing when MTS and MTS operators may provide complimentary tickets or services.
b. To support MTS's and MTS operators' marketing and promotional efforts.
c. To recognize appropriate obligations as a host for the transit industry and government officials.

BACKGROUND:
MTS and MTS operators receive numerous requests from public, nonprofit, and private-sector groups to provide complimentary tickets and/or special services. In addition, there are certain industry obligations that arise out of MTS and member agency affiliations with transit and city/county associations. Other requests come from visiting delegations of transit and public policy officials specifically interested in viewing some operational aspect of the MTS network of services.

POLICY:

40.1 Scheduled or Special Service to Private Sector, Nonprofit Groups, and Government Agencies. MTS and MTS operators shall not provide free services to the private sector, nonprofit groups, or government agencies except as provided in Sections 40.2 and 40.3.

40.1.1 The cost for special MTS operator services (bus, trolley, tickets, and passes) must be reimbursed in full.
40.1.2 MTS and MTS operators will provide reasonable technical and public relations assistance in coordinating private and/or public transportation services to move large numbers of people for major events (e.g., Super Bowl, America’s Cup, World Series).

40.2 Host Obligations for Transportation Study Groups, Transportation Associations. MTS and MTS operators may provide complimentary services to certain groups complying with the definitions below.

40.2.1 MTS and MTS operators may provide limited-duration complimentary passes for members of study groups in San Diego for the express purpose of viewing and studying the MTS network.

40.2.2 MTS and MTS operators may provide limited duration complimentary passes for meetings of recognized state, national, and international public transportation associations (e.g., American Public Transportation Association [APTA], California Transit Association).

40.2.3 MTS operators will allow all local, state, and federal-sworn peace officers, in uniform or in civilian clothes, to ride on scheduled bus and trolley routes without charge. This is deemed as a benefit to both riders and law enforcement agencies. Sworn peace officers include, but are not limited to: all municipal police department officials, all County Sheriff Department deputies, County Marshals, all County of San Diego Probation officers, State Highway Patrol officers, State Police, U.S. Marshals, Federal Bureau of Investigation officers, and U.S. Immigration and Customs officers.

40.2.4 For purposes of Sections 40.2.1 and 40.2.2, dedicated vehicles may be provided only if they do not interfere with the provision of regularly scheduled MTS service.

40.3 Marketing and Promotional Activities. There are certain opportunities where targeted promotion and introductory programs would be geared to increasing ridership.

40.3.1 MTS and MTS operators may provide complimentary or reduced-cost fare media as part of a specific marketing or promotional campaign designed to increase productivity of a specific route or service.

40.3.2 MTS and MTS operators will evaluate each marketing or promotional campaign to ensure that the expenditure of public funds is warranted and is recovered through increased ridership and/or public recognition.
40.4 **MTS Executive Committee Review and Approval.** Where the cost of complimentary MTS and MTS tickets or services is expected to exceed $5,000, or is not specifically covered by this Policy, the specific use must be approved by the Executive Committee. Funds to cover the cost must be identified from the MTS and/or affected MTS operator's budget.

TFL:ILM/LST/SC/JG
POLICY.40.MTS COMPLEMENTARY SERVICES
7/18/06

This original policy adopted on 9/12/91.
Policy revised on 4/29/04.
Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

March 11, 2021

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 under ‘Additional Materials’ at the following link: https://www.sdmts.com/about-mts-meetings-and-agendas/board-meetings

ACTION
RECOMMENDED

1. Roll Call

2. Approval of Minutes - March 11, 2021
   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
CONSENT ITEMS

6. **El Cajon Third Track Special Trackwork Materials – Contract Award**
   Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1569.0-21, with Voestalpine Railway Systems Nortrak, Inc., ("Voestalpine"), for the one-time supply of special trackwork materials, in the amount of $503,871.33, effective April 1, 2021.

7. **Blue Line Right Of Way Fence Improvements – Construction Change Orders (CCO)**
   Action would authorize the Chief Executive Officer (CEO) to execute CCO MTSJOC275-13.01 under Job Order Contract (JOC) Work Order MTS Doc. No. PWG275.0-19 with ABC Construction Co., Inc. (ABC), in the amount of $166,984.80 for the replacement of additional chain link fencing along the Blue Line right-of-way.

8. **Superloop Paver Replacement – Work Order Agreement**
   Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC275-18 under Job Order Contract (JOC) MTS Doc. No. PWG275.0-19 with ABC Construction Co., Inc. (ABC), in the amount of $168,500.75 for the replacement of damaged pavers with concrete along the SuperLoop route.

9. **Rail Welding Services – Contract Award**
   Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL323.0-21, with Railworks Track Services, Inc., for rail welding services, for five (5) years effective May 1, 2021, in the amount of $277,171.27.

10. **Fare Collection Change Orders – Contract Amendment**
    Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 6 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), for a total contract increase of $765,271.76.

11. **Building C Security Restroom & Locker Room Rehabilitation –Work Order Agreement**
    Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL325.0-21, with Veterans Engineering Services, Inc., a Disabled Veteran Business Enterprise (DVBE), for Crosstie and Grade Crossing Improvements in the amount of $2,358,317.36 plus 20% contingency.
14. **Transit Vehicle Wrap Production and Installation Services – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2437.0-21, with Turbo Images, for the provision of Transit Vehicle Wrap Production and Installation Services for a three (3)-year period in the amount of $200,627.83.

15. **Application for Volkswagen (VW) Environmental Mitigation Trust (Trust) Fund Bus Replacement Program**
Action approve Resolution No. 20-2, authorizing the application for rebates of up to $720,000 in VW Trust funds for the current and future purchase of battery electric buses.

16. **Property Insurance Renewal**
Action would authorize the Chief Executive Officer (CEO) to renew the property insurance coverage for the San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI) with the Public Risk Innovation, Solutions, and Management (PRISM) [formerly known as the California State Association of Counties – Excess Insurance Authority (CSAC-EIA)] Property Insurance Program, effective March 31, 2021, through March 31, 2022, with various coverage deductibles of $25,000 (real estate and personal contents property), $100,000 (bus fleet), $250,000 (light rail fleet) and $1,500,000 (roads, bridges and tunnels).

CLOSED SESSION

24. **NOTICED PUBLIC HEARINGS**

25. **Public Hearing: Mid-Coast Feeder Bus (Denis Desmond)**
Informational

DISCUSSION ITEMS

30. **Support for Regional Comprehensive Fare Ordinance Changes (Israel Maldonado and Rob Schupp)**
Approve

REPORT ITEMS

45. **Free Transfer Consideration (Rob Schupp)**
Informational

Informational

OTHER ITEMS

60. **Chair Report**
Informational

61. **Chief Executive Officer’s Report**
Informational
62. **Board Member Communications**  
Informational

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

64. **Next Meeting Date:** April 8, 2021.

65. **Adjournment**
SUBJECT:
EL CAJON THIRD TRACK SPECIAL TRACKWORK MATERIALS – 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. L1569.0-21 (in substantially the same format as Attachment A), with Voestalpine Railway Systems Nortrak, Inc., ("Voestalpine"), for the one-time supply of special trackwork materials, in the amount of $503,871.33, effective April 1, 2021.

Budget Impact

The total budget for this project shall not exceed $503,871.33. This project is funded by Capital Improvement Project (CIP) 2005113501 - El Cajon Third Track.

DISCUSSION:

MTS is looking for a contractor to furnish and deliver special trackwork items that consist of a new crossover, turnout, and switch machines. These track items are required for the upcoming El Cajon Third Track Project, a construction project that will add a new platform to the El Cajon Transit Center.

The work of adding the third track at El Cajon Transit Center will be completed by a third party contractor; however, by having MTS procure and furnish these long lead time items, approximately 6 months will be saved on the project duration. The new crossover and turnover will be utilized to facilitate the movement of light rail vehicles between tracks 1, 2, and 3 and the switch machine is the mechanism whereby the Operation Control Center (OCC) aligns the rail to the desired direction.
On January 13, 2021, MTS issued an Invitation for Bids (IFB) to purchase special trackwork materials. Two bids were received by the due date of February 12, 2021 from the following bidders:

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
<th>Sales Tax</th>
<th>Overall Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voestalpine</td>
<td>$467,630.00</td>
<td>$36,241.33</td>
<td>$503,871.33</td>
</tr>
<tr>
<td>Progress Rail</td>
<td>$487,240.00</td>
<td>$37,761.10</td>
<td>$525,001.10</td>
</tr>
<tr>
<td><em>MTS Independent Cost Estimate (ICE)</em></td>
<td>$495,000.00</td>
<td>$38,362.50</td>
<td>$533,362.50</td>
</tr>
</tbody>
</table>

MTS staff has deemed Voestalpine to be the lowest responsive and responsible bidder; and has determined their bid to be fair and reasonable by comparison of bids received and MTS’s ICE as shown above.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1569.0-21, with Voestalpine, for the one-time supply of special trackwork materials, in the amount of $503,871.33, effective April 1, 2021.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Standard Agreement MTS Doc. No. L1569.0-21
B. Scope of Work
C. Bid Summary
STANDARD AGREEMENT
FOR
MTS Doc No: L1569.0-21

EL CAJON THIRD TRACK SPECIAL TRACKWORK MATERIALS

THIS AGREEMENT is entered into this __________ day of __________, 2021 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: Voestalpine Railway Systems Nortrak, Inc.  
Address: 1740 Pacific Ave  
Cheyenne, WY 82007

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

Telephone: (206) 255-4134  
Email: David.Millard@Voestalpine.com

Authorized person to sign contracts  
Name: Dave Millard  
Title: CEO

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

The contract term is effective April 1, 2021 through April 30, 2022. MTS has determined that 300 calendar days or less from the date of receipt of the Shop Drawings approval is a satisfactory time for delivery. Shop Drawings shall be submitted within 30 days from Notice to Proceed (estimated April 1, 2021) and there shall be a 2-week drawing approval for MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $503,871.33 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
By: Sharon Cooney, Chief Executive Officer  
Approved as to form:  
By: Karen Landers, Office of General Counsel

VOESTALPINE RAILWAY SYSTEMS NORTRAK, INC.  
By:  
Title:
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

PART 1 GENERAL (NO. 10 LH CROSSOVER AND NO. 10 RH TURNOUT)

1.1. SUMMARY

The San Diego Metropolitan Transit System (MTS), on behalf of San Diego Trolley, Inc. (SDTI), is inviting qualified Suppliers to submit bids for special trackwork materials as they are further described in the specification below.

The specification provides the minimum technical requirements for the supply of the special trackwork materials for the project, and the Supplier shall furnish all labor, materials, equipment and services required to supply the materials described in this specification.

1.2. DESCRIPTION OF WORK

The work consists, in general, of furnishing and delivering a new No. 10 left hand crossover (consisting of two individual left-hand turnouts) with 14ft track centers and a new No. 10 right hand turnout. Both shall be including high strength 115RE rail elements, switch machine(s), welded boltless manganese frog(s), and No. 1 treated hardwood tie set. The special trackwork materials shall be assembled by the Contractor (Others).

The Supplier shall be responsible for all costs associated with the supply, delivery, and offloading of the trackwork materials.

All materials supplied by the Supplier shall meet the requirements of local safety, environmental and other applicable standards, rules and regulations applicable in the State of California.

All materials supplied by the Supplier are subject to inspection and testing by MTS, their representative, or other independent agencies to confirm compliance with the specifications. The Supplier shall supply samples of the materials to be tested if requested by MTS.

All materials which do not comply with this specification, or materials which, notwithstanding tests, inspection or acceptance are found to contain deficiencies, will be subject to rejection.

1.3. CODES AND STANDARDS

Applicable codes and standards include, but are not limited to:

A. SANDAG General Design Criteria (2014)

B. SANDAG LRT Design Criteria (2014)


D. AREMA Portfolio of Trackwork Plans (2014)

E. American International (ASTM) Standards:
   i. ASTM E10-18   Standard Test Method for Brinell Hardness of Metallic Materials
ii. ASTM E164-97 Standard Practice for Ultrasonic Contact Examination of Weldments

1.4. SUBMITTALS
Supplier shall provide Shop Drawings including but not limited to the following components for MTS to review prior to fabrication:

A. No. 10 Crossover track geometry and general arrangement
B. No. 10 Crossover timber switch tie layout
C. No. 10 Turnout track geometry and general arrangement
D. No. 10 Turnout timber switch tie layout
E. 19’-6” curved switch pack, including all components
F. Welded boltless manganese frog pack, including all components
G. 16’-6” guard rail assemblies

Final Shop Drawings including a complete bill of materials shall be provided by the Supplier at the end of the project. The Shop Drawings shall be prepared electronically in both CADD format (AutoCAD or MicroStation) and PDF format (11” x 17” in size).

PART 2 MATERIALS

1.5. SOURCE OF MATERIALS
The major quantities of steel and iron material that is permanently incorporated into the special trackwork shall consist of American-made materials.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent (i.e. 0.1 percent) of the total contract cost or $2,500.00, whichever is greater.

American-made material is defined as the material sourced domestically and having all manufacturing processes occurring domestically. This indicates that a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Manufacturing begins with the initial melting/mixing and continues through the final coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. This includes but not limited to rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is also considered a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron.

The following are considered to be steel manufacturing processes:

A. Production of steel by any of the following processes:
i. Open hearth furnace.

ii. Basic oxygen.

iii. Electric furnace.

iv. Direct reduction.

B. Rolling, heat treating, and any other similar processing.

C. Fabrication of the products.

American-made requirements do not apply to raw materials, scrap (recycled steel or iron), pig iron, and processed/pelletized/reduced iron ore.

A certification of materials origin shall be required as requested for any items comprised of, or containing, steel or iron materials prior to such items being incorporated into the special trackwork.

1.6. TRACKWORK MATERIALS

The Supplier shall furnish all materials necessary to supply a new fully functional No. 10 left hand crossover and a new fully functional No. 10 right hand turnout, including, but not limited to, switch machines, switch machine mounting plates, switch points, stock rails, insulated gauge plates, switch plates, insulated switch rods, closure rails, turnout rails, tie plates, insulated joints, frogs, frog plates, guard rails and switch tie sets.

A. Crossover: The crossover shall be composed by two No. 10 left hand turnouts with switch machines and high strength 115RE rail elements for 14'-0" track centers. See drawing TW-02 in the Attachments.

B. Turnout: The turnout shall be a No. 10 right hand turnout with switch machine and high strength 115RE rail elements. See drawing TW-01 in the Attachments.

Each turnout / crossover shall include, but are not limited to, the following components:

i. Switch Machines: Switch machines used for both the No. 10 crossover and the No. 10 turnout shall be Hitachi Rail STS (formerly known as Ansaldo STS) M23A type with Mechanical Circuit Controller package. Each switch machine shall include throw rod, lock rod, point detector rod, conduit/junction box, and associated hardware.

ii. Frogs: Frogs shall be welded boltless manganese (WBM) type with flash-butt welded 115RE rail extensions. The frogs shall have a frog angle of 5°-43'-29".

Manganese steel castings shall be heavy wall design, tread bearing style, and in accordance with AREMA “Specifications for Special Trackwork” Section M2, “Manganese Steel Castings.” Flangeway layout and depression of frog points shall be in accordance with AREMA Plan No. 600B-03.

Frog casting shall be heavy point design (27/32” wide at 5/8” point) with appropriate gauge face transitions into 115RE rail section. Running surfaces and gauge faces shall
be machined to conform to the 115RE rail section. Appropriate heel ramp and guard face flares shall be incorporated in the casting design.

Impact areas on the running surface of the frogs shall be explosive depth hardened (EDH) in accordance with Article M2.7, “Depth Hardening”, to a minimum Brinell Hardness Number (BHN) of 370 for the areas within 1” of the gauge or guard lines, and the remaining areas to be hardened to a minimum BHN of 321.

The complete frog shall include a self-stabilized base matching 115RE rail profile and compatible with standard elastic fasteners. Toe and heel ends of the casting extension shall be profiled to match 115RE rail section and be flash-welded with 115RE rail extensions. Rail extension ends shall be left blank for field welding installation.

iii. Rails: All rail elements including running rails used shall be 115RE high strength head hardened (HH) rail and conform to AREMA Manual, Chapter 4, Part 1.1, "Recommended Rail Sections." The rails shall be carbon steel rail having a Brinell hardness of at least 370 BHN tested in accordance with ASTM E10-18, "Standard Test Method for Brinell Hardness of Metallic Materials.

The chemical composition of carbon steel rail shall be in accordance with AREMA Manual, Chapter 4, Part 2.1.3, "Chemical Composition and Mechanical Properties". Mill certificate shall be provided upon request.

iv. Switch Points: Switch points shall be in accordance with AREMA Plan No. 123-08, “19'-6" Curved Split Switch with Uniform Risers for Track Spikes or Screw Spikes”. Switch points shall be planed and configured in accordance with AREMA Plan No. 221-12, Detail 5100. Switch points shall be designed for 4-3/4” throw at No. 1 switch rod and compatible with M23A switch machine applications.

Switch points shall be double reinforced (i.e. with minimum ½” thickness of D-bars) and equipped with floating switch heel blocks in accordance with AREMA Plan No. 221-12. Switch points shall be properly fitted against the matching stock rails and pre-assembled with required hardware to ensure form, fit, and function prior to shipment.

v. Stock Rails: Stock rails shall be one curved and one straight for each turnout. The curved stock rail shall be pre-curved to the true designed turnout geometry of the turnout. Stock rails shall be undercut in accordance with AREMA Plan No. 221-12, "Details for Switch Points", Detail 5100, except as modified on the Shop Drawings.

vi. Insulated switch rods: Switch rods shall be vertical style rod halves compatible with MJS clips and connected with insulated splices and hardware. All switch rods shall be dielectric strength tested prior to shipment. No.1 switch rod shall also include lost motion switch basket for M23A switch machine applications.

A front switch rod with a connecting basket shall be supplied for the connection to the lock rod and detector rod of the M23A switch machine.

vii. Insulated Joints: Insulated joints shall be bonded insulated joint type with 6-hole bars and 1/4-inch end post, and shall conform to AREMA Manual, Chapter 4, Part 3, Section 3.8, “Specifications for Bonded Insulation Rail Joints”. Insulated joints shall be fully installed onto the associated rails as shown on the shop drawings prior to shipment.
style fasteners are not acceptable.

viii. **Closure Rails and Turnout Rails**: Curved closure rails and turnout rails in the closure area shall be pre-curved to the true designed turnout geometry of the turnout.

Closure rails shall be fabricated six inches longer (with blank ends) than the lengths specified on the Shop Drawings and cut into proper length in the field by the Contractor (others) for welding.

ix. **Rail Joints**: All rail joints excluding the insulated joints shall be welded in the field. The associated rail ends shall be left blank (i.e. without hole drillings) for field welding installation.

x. **Guard Rails**: Guard rails for the WBM frogs shall be 16'-6" long with 115RE rail section. Guard rails shall be fabricated in accordance with AREMA Plan No. 504-03 and shall be made of carbon steel with Brinell Hardness of at least equal to that of the running rail.

Guard rails shall be located in accordance with AREMA Plan No. 502-13 and the standard gauge of 4'-8 ½" shall be maintained. Guard rail assemblies shall include separator blocks with steel shims to allow for setting the appropriate flangeway width.

xi. **Rail Braces**: Rail braces used on the field side of the switch area supporting stock rails shall be boltless type and adjustable in increments of 1/8 inch or less and be of proven design meeting the requirements of AREMA Plan No. 224-08, “Switch Plates and Adjustable Boltless Rail Braces”.

xii. **Other Castings**: Castings shall be free of defects and in conformance to appropriate sections of the AREMA Specifications, Sections M2 through M5.


xiv. **Rail Cutting, Drilling, and Deburring**: Rails shall be cut square and clean by means of rail saws or abrasive cutting wheels in accordance with the AREMA Specifications, Section 6, "Workmanship". Torch cutting is prohibited.

Holes drilled in rails shall be 1-1/8 inches in diameter for 1-inch bolts and 1-1/2 inches in diameter for 1-3/8-inch bolts. All bolt holes in the trackwork components require minimum 1/16" chamfer to remove sharp edges. Punching holes in the rail is prohibited.

There shall be no additional holes in the rails or castings than those required by the fasteners. Plugging existing holes in the web of the rail will not be permitted. All coring and drilling tolerances shall be in accordance with AREMA Specifications for Special Trackwork.

xv. **Timber Switch Ties**: Timber switch ties shall be hardwood ties with 7 inches by 9 inches in cross sectional dimensions. The switch tie sets shall include sufficient switch ties with appropriate lengths necessary to complete the turnout / crossover installations. The
number and lengths shown on the drawings in the Attachments are advisory only, and reference should be made to the AREMA Portfolio of Trackwork Plans. All ties shall undergo preservative treatment, be end plated, and tagged with tie numbers as shown on the Shop Drawings. The switch ties shall be pre-drilled with pilot holes during pre-assembly. Switch ties shall also conform to AREMA Manual, Chapter 30, Part 3.2, "Timber Switch Ties".

Headblock ties shall be 14'-0" long and dapped to accommodate for M23A switch machine applications.

10'-0" long switch ties shall be supplied and utilized as transitions between the standard concrete track and the special trackwork for a span of 4 ties ahead of the point of switch.

xvi. **Elastic Fasteners:** Rail fasteners for timber switch ties shall be Pandrol Type E2055 Clips, or approved equivalent. Pandrol Type J clips, or approved equivalent, shall be installed at insulated joint locations.

xvii. **Track Spikes:** Track spikes shall be screw type, 15/16 inch by 6-1/2 inches long, manufactured in accordance with AREMA Manual, Chapter 5, Part 10.1, "Specifications for Steel Screw Spikes (2012)", and to be used in conjunction with elastic fasteners.

xviii. **Switch Plates, Frog Plates, and Guard Rail Plates:** Switch plates, frog plates, and guard rail plates shall be equipped with weld-on forged shoulders compatible with the project designated elastic fasteners. Plates to have holes drilled for screw spikes.

xix. **Gauge Plates:** Gauge plates shall be manufactured in plate halves with weld-on forged shoulders compatible with the project designated elastic fasteners. The plate halves shall be joined by approved insulated gauge kits with insulated paint. All gauge plates shall be dielectric strength tested prior to shipment.

xx. **Switch Machine Mounting Plates:** Switch machine mounting plates and associated hardware compatible with M23A switch machines shall be supplied and installed on the diverging side of the turnout / crossover as indicated on drawing TW-01 and TW-02 in the Attachments.

xxi. **Tie Plates:** Tie plates shall be standard double shoulder type for 115RE rail section with a minimum of four screw spiking holes on each plate. Plates shall be designed to be used in conjunction with the project designated elastic fasteners and screw spikes.

xxii. **Transition Tie Plates:** Tie plates with 1:80 canted rail seats shall be installed on the 10'-0" long transition ties for transitioning 1:40 canted rails on concrete ties to zero canted rails for the special trackwork ahead of the point of switch.

xxiii. **Marking and Tagging:** Markings identifying the installation location of each component of the special trackwork shall be painted before shipment. Switch points, stock rails, closure rails, guard rails, turnout rails, and frogs shall be marked with stock number furnished by the Supplier. Such markings shall be placed on the side near the end of each piece, with letters and numerals not less than 2 inches high. Markings shall not be placed in any area which will be covered by other components. Markings shall be stencil painted with white paint on a background of permanent black steel paint. Markings shall be as follows:
a) Switch point identification shall be accomplished by attaching an aluminum tag to the web of the gauge side of the rail. Tags shall identify switch geometry, total length, rail section, right hand or left hand, and stock number.

b) Stock and closure rails shall have switch geometry, right hand or left hand, and stock number on the web at the end most remote from the location of the point of switch.

c) Guard rail assemblies shall have a stock number on the web of the rail on the side opposite to machining.

d) Frog casting identification shall include the frog number, rail section, stock number, and be etched into the casting on the non-running surfaces. Identification shall be clearly visible after turnout / crossover installation.

e) Gauge plate assemblies, switch plates, frog plates, and switch rod assemblies shall have their stock numbers clearly stamped and on the field side, if applicable. Stamped letters and figures shall not be less than 1/2 inch in height, located on the top surface of the plates or non-serrated side of the rod halves, plainly visible when assembled, and not subject to wear. Markings shall include rail section, left hand or right hand, switch length, and plate number.

f) The ends of each abutting rail section in each special trackwork layout shall be legibly die stamped with the joint number as shown on the Shop Drawings. Die stamping shall be done in figures not less than 5/8 inch high.

g) All special trackwork components shall have their identification number marked.

PART 3 EXECUTION

1.7. SHOP ASSEMBLY

The supplier shall pre-assemble the special trackwork unit, at their manufacturing facility to ensure accurate fabrication, compliance with dimensional tolerances, and switch throw movement.

Pre-assembly shall take place in a manufacturing shop on a raised level bed fully supported at every other fastener, as a minimum, prior to inspection, final acceptance and delivery. Alignments, gauges and curved offsets of the special trackwork shall be accurately set to represent its final installed position in the field. The assembled special trackwork shall be checked to ensure proper fit in conformance with the drawings and the specifications. Approved variations shall be incorporated into the final Shop Drawings for subsequent installations.

Place special trackwork plates, standard tie plates, and fasteners at locations shown on the Contract Drawings and approved Shop Drawings. Mark on the base of rails with paint to indicate design location of the plates.

Marking and tagging shall be applied on all special trackwork components as specified in these specifications prior to disassemble the special trackwork for shipment.

All materials shall be stored and handled to minimize rust, corrosion and bending. All rail ends shall be protected from physical damage after fabrication.
1.8. QUALITY ASSURANCE

The Supplier shall implement a Quality Assurance Program that, as a minimum, meets the requirements of this Specification and the Supplier shall operate the said Quality Assurance Program from the date of receipt of Notice to Proceed (NTP) with the order until final delivery of the special trackwork.

Record copies of the inspection and testing documentation shall be provided to MTS upon request for Quality Assurance audits and verifications.

1.9. INSPECTION

All materials supplied by the Supplier shall be subject to inspection and testing at the Supplier's plant by MTS, their representative, or other independent agencies to confirm compliance with the specifications prior to shipment to the project site. The supplier shall provide the Inspector, without any charges, all necessary facilities to examine the work during its progress as well as the finished product to satisfy the inspector that the final special trackwork comply with the specifications.

The final special trackwork shall not be packaged for shipment without being released or approved by MTS. Special trackwork shipped before release or approved by MTS shall be subject to rejection and may be returned to the Supplier who shall be responsible for the expenses of handling and transport in both directions.

1.10. HANDLING AND DELIVERY

All rails and special trackwork components shall be handled carefully and delivered in open top containers to avoid damage by kinking, bending, nicking, or other potential damage to the rails. Rails and special trackwork components shall not be dropped or struck sharply. Handling and delivery shall be in accordance with the accepted industry practice.

Switch points, switch rods, guard rails, and frogs shall be delivered assembled with the associated fasteners / components attached. Stock rail and the matching switch point shall be bundled together.

Small loose parts and miscellaneous hardware shall be delivered in secure boxes and kegs, each weighing shall be no more than 80 pounds.

All bundles, boxes and kegs shall be clearly marked with the following information:

A. Supplier’s name
B. Delivery date
C. Identification of items contained
D. Number of pieces
E. Gross weight

All materials are to be delivered to the MTS C Yard located at 1535 Newton Ave, San Diego CA, 92113.

Notify MTS, minimum 48 hours prior to delivery. Contact info will be released upon contract award.
Delivery of all orders must be shipped in a timely manner. MTS has determined that 300 calendar days or less from the date of receipt of the Shop Drawings approval is a satisfactory time for delivery. Shop Drawings shall be submitted within 30 days from NTP and there shall be a 2-week drawing approval for MTS. All orders must be delivered complete within this time frame unless otherwise approved by MTS.

The deliverable provided under this contract shall be delivered F.O.B. to the address above unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery. Delivery is part of the consideration and must be adhered to as specified.

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

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

PART 4        MEASUREMENT AND PAYMENT

1.11. MEASUREMENT AND PAYMENT

“Furnish a new No. 10 Left Hand Crossover with two M23A Switch Machines” and “Furnish a new No. 10 Right Hand Turnout with a M23A Switch Machine”, each shall be measured as a unit for payment as shown on the plans.

The contract price paid for “Furnish a new No. 10 Left Hand Crossover with two M23A Switch Machines” and “Furnish a new No. 10 Right Hand Turnout with a M23A Switch Machine” shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals, and for doing all the work involved in delivering and offloading the final products to a designated location in San Diego; including but not limited to submittals, shop drawings, and work plans; switch machines with associated rodding; 115RE rails/components; welded boltless manganese frogs and associated guard rail assemblies; manganese steel tip switch points; switch rods; timber switch ties; insulated joints; plates; and other track materials (OTM), as specified in this Specification, and as directed by MTS.

1.12. INVOICING

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 work provided by a subcontractor and indicated the amount that will be paid to the subcontractor. Contractors must also comply with the prompt payment requirements in the Prompt Progress Payments of the Standard Conditions.
# BID SUMMARY (2/12/21)
MTS Doc No: L1569.0-21
El Cajon 3rd Track Special Trackwork Materials

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<td>$487,240.00</td>
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| CA Sales Tax               | $38,362.50    | $36,241.33    | $37,761.10    |
| Total Board Approval       | $533,362.50   | $503,871.33   | $525,001.10   |
Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
March 11, 2021

SUBJECT:

BLUE LINE RIGHT OF WAY FENCE IMPROVEMENTS – CONSTRUCTION CHANGE ORDERS (CCO)

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute CCO MTSJOC275-13.01 under Job Order Contract (JOC) Work Order MTS Doc. No. PWG275.0-19 (in substantially the same format as Attachment A) with ABC Construction Co., Inc. (ABC), in the amount of $166,984.80 for the replacement of additional chain link fencing along the Blue Line right-of-way.

Budget Impact

The cost associated with the CCO will not exceed $166,984.80. Under separate contract, MTS Doc No. L1282.1-16, with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of $2,938.93. This project is funded by MTS Capital Improvement Project (CIP) 2006112001 – Fencing Improvement – Blue Line.

The construction cost is as follows:

<table>
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<td>MTSJOC275-13.01</td>
<td>Replacement of additional chain link fence.</td>
<td>$166,984.80</td>
<td>Today’s proposed action.</td>
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<td><strong>Total:</strong></td>
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<td><strong>$356,581.85</strong></td>
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DISCUSSION:

An existing Blue Line fence runs along the railroad property line and separates the railroad from adjacent public and private properties. Each year, MTS staff seeks CIP funding to replace sections of the chain link fence that are missing, damaged or beyond...
useful life.

On November 12, 2020, the MTS Board approved Work Order MTSJOC275-13 under MTS Doc No. PWG275.0-19 with ABC to remove and replace approximately 2,200 linear feet of fencing at various locations on the Blue Line, as part of the Blue Line Fencing Improvement project.

Today’s proposed action would increase the total length of fencing to be replaced by approximately 1,672 linear feet, to improve security and safety along the railroad.

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

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalogue. Each contractor then includes an adjustment factor, escalating their proposed price from the catalogue price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalogue price (i.e. 1.25 adjustment factor represents 25% above the catalogue price) for that respective task within the project. In order to select the lowest responsive and responsible bidder, MTS staff compares each contractor’s proposed adjustment factor.

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

A change order amendment will be issued to ABC for the removal and replacement of additional fencing along the Blue Line, including all materials, labor, equipment, and disposal costs to complete the work. Work is expected to be complete in early spring 2021.

Pricing for this task order was reviewed and determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute CCO MTSJOC275-13.01 under JOC Work Order MTS Doc. No. PWG275.0-19 with ABC, in the amount of $166,984.80 for the replacement of additional chain link fencing along the Blue Line right-of-way.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft CCO MTSJOC275-13.01, MTS Doc No. PWG275.0-19
**CONSTRUCTION CHANGE ORDER**

**Project Name:** Blue Line Right of Way Fence Improvements  
**Date:** 3/11/21

**To:** MTS  
**Contract Number:** MTSJOC275-13

**From (Contractor):** ABC Construction Co., Inc.  
**CCO Number:** 01

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**Description of Work**

This CCO is prepared in accordance with and incorporates Section Changes and Extra Work of the Contract Documents and consists of:

- Increasing the total length of fencing to be replaced, by approximately 1,672 linear feet.

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**A. Contractor Cost Proposal**

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Subtotal A: $166,984.80

**B. Subcontractors Costs**

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Subtotal B: $ -

**C. Contractor Credits**

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Subtotal C: $ -

Total = (A + B + C)  
Total: $166,984.80

**Original Contract value:** $189,597.05

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

**Adjustment by this Change Order:** $166,984.80

**New Contract Amount:** $356,581.85

**The Contract Time due to this Change Order will be:**  
- Increased  
- Decreased  
- Unchanged  
- by 90 days

**Original Completion Date:** 3/4/21

**Adjustment by Change Order No. X through Change Order X (if applicable):** 0

**Adjustment by this Change Order:** 90

**New Completion Date:** 6/2/21

**Milestones Affected:** None

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**Contractor Date:**  
**MTS Chief Executive Officer Date:**

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Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.
EXHIBIT A
(Scope of Work)
Final Scope of Work

Date: 2/16/2021

Job Order Contracting

To: 
From: 

Contract No: PWG275.0-19
Job Order No: MTSJOC275-13.01
Job Order Title: BL Fence Replacement
Location: Blue Line ROW
1255 Imperial Ave
San Diego, CA 92101

Brief Scope: This job order supplemental is the installation of 880 LF of chain link fence and two (2) EA sliding gates along the MTS right-of-way on the Blue Line located on the Southeast corner of Palm Ave and Industrial Blvd and the removal of 150 LF of chain link fence and the installation of 60 LF of chain on near the Beyer Bridge (Segment 3) and the replacement 732 LF of chain link fence from Precision Park Ln to Dairy Mart Rd.

The Contractor shall complete the construction of this project in its entirety and shall provide all labor, materials, equipment, and traffic control, procuring all materials and performing all other work necessary to complete the work in accordance with the Detailed Scope of Work along with Conformed Special Provisions.

This job order supplemental is the installation of 880 LF of chain link fence and two (2) EA sliding gates along the MTS right-of-way on the Blue Line located on the Southeast corner of Palm Ave and Industrial Blvd and the removal of 150 LF of chain link fence and the installation of 60 LF of chain on near the Beyer Bridge (Segment 3) and the replacement 732 LF of chain link fence from Precision Park Ln to Dairy Mart Rd.

The contactor shall:

Contractor is to install 160 LF of 4’ chain link fence with top rail (painted black), 720 LF of 6’ of chain link fence with top rail, 1 EA - 12’ wide sliding gate, and 1 EA - 12’ wide double swing gates per MTSJOC275-13.01_Drawings as provided by MTS on the Southeast corner of Palm Ave and Industrial Blvd.

Contractor is to remove 150 LF of existing chain link fence and install 60 LF of new Anti-Climb chain link fence per MTSJOC275-13.01_Drawings as provided by MTS located near the Beyer Bridge in San Ysidro.
Contractor is to remove and replace 732 LF of 6' chain link fence from Palomar Trolley Station. Existing posts are to be cut flush at ground level and existing footings are to be abandoned in place. New footings spoils to be spread on site. Fence to be standard 6' high with 2” mesh and top rail per SDM-112 and MTSJOC-13.01_Drawings as provided by MTS.

Specifications:

All work shall conform to the Special Provisions within the executed MTS Job Order Contract (JOC) PWG275.0-19 and MTSJOC275-13.
Remove and dispose of 60-ft of chain link fence and install 60-ft of new Anti-Climb chain link fence.
Remove and replace 732 LF of existing chain link fence from Dairy Mart to Precision Park.
EXHIBIT B
(Cost Breakdown)
**JOC Name (Contractor):** ABC Construction Co., Inc.  
**Contract Name:** 2019 - General Civil - ABC  
**Contract Number:** PWG275.0-19  
**Job Order Number:** MTSJOC275-13.01  
**Job Order Title:** BL Fence Replacement  
**Location:** Blue Line ROW  
**Cost Proposal Date:** February 12, 2021  
**Proposal Value:** $166,984.80

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**Proposal Total (Filtered):** $69,753.54

**The Percentage of Non Pre-Priced on this Proposal:** 0.00%
### Price Proposal Details Report

#### By Category Report

**Version:** 2.0  
**Approved:** 02/12/2021 09:35:48 AM PST

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**JOC Name (Contractor):** ABC Construction Co., Inc.  
**Contract Name:** 2019 - General Civil - ABC  
**Contract Number:** PWG275.0-19  
**Job Order Number:** MTSJOC275-13.01  
**Job Order Title:** BL Fence Replacement  
**Location:** Blue Line ROW  
**Cost Proposal Date:** February 12, 2021  
**Proposal Value:** $166,984.80

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**Proposal Value:** $166,984.80

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Print Date: 02/16/2021 03:29:24 PM PST
### 012223001351

**WK** 500 To 600 Gallon Water Trailer With Pump

<table>
<thead>
<tr>
<th>Accepted</th>
<th>4</th>
<th>012223001351</th>
<th>WK</th>
<th>500 To 600 Gallon Water Trailer With Pump</th>
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</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>2.00</td>
<td>$300.25</td>
<td>1.1918</td>
<td><strong>LineTotal</strong></td>
</tr>
<tr>
<td>Installation</td>
<td>WK</td>
<td><strong>$715.68</strong></td>
<td></td>
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</tbody>
</table>

**Labor Excluded**

**Equipment Excluded**

**User Note:**

**Item Note:**

**Owner Comments:**

**Contractor Comments:**

### 015626000175

**LF** 48" High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence

<table>
<thead>
<tr>
<th>Accepted</th>
<th>5</th>
<th>015626000175</th>
<th>LF</th>
<th>48&quot; High With Posts At 8' On Center, Plastic Mesh Temporary Safety Fence</th>
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</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>732.00</td>
<td>$2.49</td>
<td>1.1918</td>
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<td>LF</td>
<td><strong>$2,172.27</strong></td>
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**Equipment Excluded**

**User Note:**

**Item Note:**

**Owner Comments:**

**Contractor Comments:**

### 017113000002

**EA** First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck

<table>
<thead>
<tr>
<th>Accepted</th>
<th>6</th>
<th>017113000002</th>
<th>EA</th>
<th>First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck</th>
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<tr>
<td>Quantity</td>
<td>1.00</td>
<td>$232.89</td>
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<td><strong>$277.56</strong></td>
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**Materials Excluded**

**User Note:** bobcat

**Item Note:** Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.

**Owner Comments:**

**Contractor Comments:**

### 017413000003

**CY** Collect Existing Debris And Load Into Truck Or Dumpster

<table>
<thead>
<tr>
<th>Accepted</th>
<th>7</th>
<th>017413000003</th>
<th>CY</th>
<th>Collect Existing Debris And Load Into Truck Or Dumpster</th>
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</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>100.00</td>
<td>$20.09</td>
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<td><strong>$2,394.33</strong></td>
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**Materials Excluded**

**User Note:**

**Item Note:** Per CY of debris removed.

**Owner Comments:**

**Contractor Comments:**
<table>
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<tr>
<th>Item Number</th>
<th>Description</th>
<th>Accepted Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Line Total</th>
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<tbody>
<tr>
<td>017419000036</td>
<td>General Refuse</td>
<td>200.00</td>
<td>$42.61</td>
<td>1.1918</td>
<td>$10,156.52</td>
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<tr>
<td>017419000047</td>
<td>Hauling With 16 To 20 CY Dump Truck, Up To 15 Miles</td>
<td>5.00</td>
<td>$127.04</td>
<td>1.1918</td>
<td>$757.03</td>
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Total For Category Beyer and Dairy Mart: $30,220.02
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<th>UOM</th>
<th>Description</th>
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<tbody>
<tr>
<td>10</td>
<td>012223000270</td>
<td>WK</td>
<td>700 LB Capacity, 36&quot; Wide, Skid-Steer Loader With Full-Time Operator</td>
<td>$12,092.90</td>
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<td></td>
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<td>11</td>
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<td>12</td>
<td>015626000175</td>
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<td>13</td>
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<td>Item Note: Per CY of debris removed.</td>
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<td>14</td>
<td>017419000036</td>
<td>TON</td>
<td>General Refuse</td>
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<td>Quantity x Unit Price x Factor = LineTotal</td>
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<td></td>
<td>Installation</td>
<td>TON</td>
<td>100.00 x $42.61 x 1.1918 = $5,078.26</td>
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<table>
<thead>
<tr>
<th>15</th>
<th>017419000047</th>
<th>EA</th>
<th>Hauling With 16 To 20 CY Dump Truck, Up To 15 Miles</th>
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<tbody>
<tr>
<td></td>
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<td>Accepted</td>
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<td></td>
<td>Installation</td>
<td>EA</td>
<td>2.00 x $127.04 x 1.1918 = $302.81</td>
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<td>User Note:</td>
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<td></td>
<td></td>
<td></td>
<td>Item Note: Each first 15 miles per trip</td>
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<td>Owner Comments:</td>
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Total For Category Beyer Bridge: $12,092.90
<table>
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<th>Record #</th>
<th>CSI Number</th>
<th>MOD</th>
<th>UOM</th>
<th>Description</th>
<th>Total</th>
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<td>16</td>
<td>012220000017</td>
<td>HR</td>
<td>Laborer</td>
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<td>Quantity × Unit Price × Factor = LineTotal</td>
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<td></td>
<td>Installation HR 40.00 × $68.23 × 1.1918 = $3,252.66</td>
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<td></td>
<td>User Note: to paint the 4' fence black</td>
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<td>Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.</td>
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<tr>
<td>17</td>
<td>012223000269</td>
<td>DAY</td>
<td>700 LB Capacity, 36” Wide, Skid-Steer Loader With Full-Time Operator</td>
<td>$3,370.57</td>
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<td>Quantity × Unit Price × Factor = LineTotal</td>
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<td>Installation DAY 3.00 × $942.71 × 1.1918 = $3,370.57</td>
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<td>18</td>
<td>012223000270</td>
<td>WK</td>
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<td>$9,957.56</td>
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<td>Quantity × Unit Price × Factor = LineTotal</td>
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<td>Installation WK 2.00 × $4,177.53 × 1.1918 = $9,957.56</td>
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<td>Equipment Excluded</td>
<td>$9,957.56</td>
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<tr>
<td>19</td>
<td>012223001350</td>
<td>DAY</td>
<td>500 To 600 Gallon Water Trailer With Pump</td>
<td>$418.50</td>
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<td>Quantity × Unit Price × Factor = LineTotal</td>
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<td>Installation DAY 3.00 × $117.05 × 1.1918 = $418.50</td>
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<td>$418.50</td>
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<td>WK 500 To 600 Gallon Water Trailer With Pump</td>
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<tr>
<td><strong>Installation</strong></td>
<td><strong>WK</strong></td>
<td>2.00</td>
<td><strong>Unit Price</strong></td>
<td>$300.25</td>
<td><strong>Factor</strong></td>
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<td><strong>Labor Excluded</strong></td>
<td><strong>Equipment Excluded</strong></td>
<td>$715.68</td>
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**User Note:**

**Item Note:**

**Owner Comments:**

**Contractor Comments:**

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<tr>
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<tbody>
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<td><strong>WK</strong></td>
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<tr>
<td><strong>Labor Excluded</strong></td>
<td><strong>Equipment Excluded</strong></td>
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**User Note:** 50 cone x 13 days

**Item Note:**

**Owner Comments:** V:1.2-Only 60 LF at Beyer Bridge Might need traffic control. Other locations do not. Substantiate Qty.

**Contractor Comments:** V:1.3-will need

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<td><strong>DAY</strong></td>
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<tr>
<td><strong>Labor Excluded</strong></td>
<td><strong>Equipment Excluded</strong></td>
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**User Note:** 15 sign x 13 days

**Item Note:**

**Owner Comments:** V:1.2-Substantiate Quantity. Very limited Traffic control is necessary.

**Contractor Comments:** V:1.3-will need

---

<table>
<thead>
<tr>
<th>Accepted</th>
<th>EA First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Installation</strong></td>
<td><strong>EA</strong></td>
</tr>
<tr>
<td><strong>Materials Excluded</strong></td>
<td>$277.56</td>
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</table>

**User Note:** bobcat

**Item Note:** Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.

**Owner Comments:**

**Contractor Comments:**
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>CY Collect Existing Debris And Load Into Truck Or Dumpster</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Quantity x Unit Price x Factor = LineTotal</td>
</tr>
<tr>
<td>Installation CY</td>
<td>25.00 x $20.09 x 1.1918 =</td>
<td>$598.58</td>
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</tbody>
</table>

**Materials Excluded**

**User Note:**

**Item Note:** Per CY of debris removed.

**Owner Comments:**

**Contractor Comments:**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>TON General Refuse</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Quantity x Unit Price x Factor = LineTotal</td>
</tr>
<tr>
<td>Installation TON</td>
<td>50.00 x $42.61 x 1.1918 =</td>
<td>$2,539.13</td>
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</table>

**Labor Excluded**

**Equipment Excluded**

**User Note:**

**Item Note:**

**Owner Comments:**

**Contractor Comments:**

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<thead>
<tr>
<th></th>
<th></th>
<th>EA Hauling With 16 To 20 CY Dump Truck, Up To 15 Miles</th>
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</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td></td>
<td>Quantity x Unit Price x Factor = LineTotal</td>
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<tr>
<td>Installation EA</td>
<td>2.00 x $127.04 x 1.1918 =</td>
<td>$302.81</td>
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**Materials Excluded**

**User Note:**

**Item Note:** Each first 15 miles per trip

**Owner Comments:**

**Contractor Comments:**

**Total For Category Hollister & Palm:** $23,597.48
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<td>27</td>
<td>015526000104</td>
<td>EA</td>
<td>EA</td>
<td>Place And Remove Up To 250 Cones Using Truck</td>
<td>$3,843.14</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Quantity x Unit Price x Factor = LineTotal</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Installation</td>
<td></td>
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<td></td>
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<td>EA</td>
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<td>Item Note:</td>
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</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td>Owner Comments: V:1.2-Substantiate Quantity. Very limited Traffic control is necessary.</td>
<td></td>
</tr>
<tr>
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<td>Contractor Comments: V:1.3-will need</td>
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<td>28</td>
<td>015526000111</td>
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<td>EA</td>
<td>Place And Remove Portable Sign And Stand Using Truck</td>
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<td>Quantity x Unit Price x Factor = LineTotal</td>
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<td>$1,015.59</td>
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<td>Owner Comments: V:1.2-Substantiate Quantity. Very limited Traffic control is necessary.</td>
<td></td>
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<td>Contractor Comments: V:1.3-will need</td>
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**Total For Category No Category:** $3,843.14

**Total:** $166,984.80

**Proposal Total(Filtered):** $69,753.54

**The Percentage of Non Pre-Priced on this Proposal:** 0.00%
EXHIBIT C
(Subcontractor Listing)
**Subcontractor Report**

**Contract #:** PWG275.0-19  
**Job Order #:** MTSJOC275-13.01  
**Job Order Title:** BL Fence Replacement  
**Location:** Blue Line ROW  
**Contractor:** ABC Construction Co., Inc.  
**Subcontractor:** FENCECORP

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>License Number</th>
<th>Describe Nature of Work (Trade)</th>
<th>Certifications</th>
<th>Subcontractor Total</th>
<th>%</th>
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<tbody>
<tr>
<td>FENCECORP</td>
<td>886544</td>
<td>install fence</td>
<td></td>
<td>$131,534.00</td>
<td>78.77%</td>
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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

March 11, 2021

SUBJECT:

SUPERLOOP PAVER REPLACEMENT – WORK ORDER AGREEMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the
Chief Executive Officer (CEO) to execute Work Order MTSJOC275-18 under Job Order
Contract (JOC) MTS Doc. No. PWG275.0-19 (in substantially the same format as
Attachment A) with ABC Construction Co., Inc. (ABC), in the amount of $168,500.75 for
the replacement of damaged pavers with concrete along the SuperLoop route.

Budget Impact

The total budget for this project shall not exceed $168,500.75. Under separate MTS
Doc No. L1282.1-16, with The Gordian Group, MTS will pay a 1.76% JOC software
license fee in the amount of $2,797.11. This project is funded through the MTS
operating cost center 845012-571142 and is reimbursed with SANDAG TransNet funds
resulting in no budgetary impact to MTS.

DISCUSSION:

MTS Passenger Facilities has noticed the concrete pavers installed at three SuperLoop
stops have become unsafe due to settling, cracking, and in some cases breaking
pavers. The concrete pavers were installed along the shelters as sidewalk hardscape in
2012 and have not performed well over time. The unsafe pavers will be removed and
replaced in the following three locations:

1. Nobel Dr at Lebon Dr, N-E/B Stop Number 10034
2. Palmilla Dr at Lebon Dr, F-S/B Stop Number 11909
3. Villa La Jolla Dr at Gilman Dr, F-E/B Stop Number 99463
Asphalt patchwork has been installed at two of these stations to make the area safer; however, it has not solved the problem due to continued settling and movement, likely caused by poor drainage. The project team researched the feasibility of grinding where necessary, or replacement of individual pavers; however, the movement causing the underlying problem won’t be addressed with either option. The best, long-term solution, is to remove the pavers at the three stations and replace with concrete in an alternating color pattern to match the existing paver color pallet and provide improved drainage under the new concrete.

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

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

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, the Gordian Group. All potential contractors are subject to the pricing within this catalogue. Each contractor then includes an adjustment factor, escalating their proposed price from the catalogue price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalogue price (i.e. 1.25 adjustment factor represents 25% above the catalogue price) for that respective task within the project. In order to select the lowest responsive and responsible bidder, MTS staff compares each contractor’s proposed adjustment factor.

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

Today’s proposed action would issue a work order to ABC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABC will be providing all materials, labor, and equipment for replacement of the damaged pavers with concrete along the SuperLoop route. Work is expected to be completed by early Spring 2021.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC275-18 under JOC MTS Doc. No. PWG275.0-19 with ABC, in the amount of $168,500.75 for the replacement of damaged pavers with concrete along the SuperLoop route.

/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 MTSJOC275-18, MTS Doc No. PWG275.0-19
THIS AGREEMENT is entered into this _______ day of ______________ 2021, in the state of California by and between San Diego Metropolitan Transit System (“MTS”), a California public agency, and the following, hereinafter referred to as "Contractor":

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

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

Telephone: (619) 239-3428

Authorized person to sign contracts: Wayne Czubernat Project Manager

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

TOTAL PAYMENTS TO CONTRACTOR SHALL NOT EXCEED $168,500.75

SAN DIEGO METROPOLITAN TRANSIT SYSTEM ABC CONSTRUCTION CO., INC.

By: _______________________________ Firm: _______________________________
    Sharon Cooney, Chief Executive Officer

Approved as to form:

By: _______________________________ Signature
    _______________________________
    Title:

By: _______________________________
    Karen Landers, General Counsel
EXHIBIT A
(Scope of Work)
San Diego Metropolitan Transit System
1255 Imperial Ave
San Diego, CA 92101

Final Scope of Work

Date: 2/16/2021

Job Order Contracting

To: From:
Contract No: PWG275.0-19
Job Order No: MTSJOC275-18
Job Order Title: Super Loop Paver Replacement
Location: Building A
12 S. 13th Street
San Diego, CA 92101
Brief Scope: Paver to concrete replacement at 3 SuperLoop stops

SECTION 7-1 GENERAL

There are currently three MTS bus stops on the Superloop route that were constructed with pavers as hardscape. The pavers are failing and require removal and replacement with concrete.

All work is to occur and the three below bus stops.

1. Nobel Dr at Lebon Dr, N-E/B Stop Number 10034
2. Palmilla Dr at Lebon Dr, F-S/B Stop Number 11909
3. Villa La Jolla Dr at Gilman Dr, F-E/B Stop Number 99463

SECTION 7-2 STAGING

Contractor is to keep and store all materials and equipment within the work area. There is no adjunct property that is MTS owned that could be used for staging. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

SECTION 7-3 TEMP FACILITIES

The contractor is to provide their own temporary restrooms and wash facilities as needed. Contractor is responsible for temp power and water.

SECTION 7-4 SAFETY AND PERMITS
Diligent caution must be taken during the undertaking of this work. The stops are adjacent to active roadways and active sidewalks. In order to protect pedestrians, the contractor is to obtain a sidewalk closure permit and a single lane closure permit accordingly from the City having jurisdiction. MTS will close and re-route buses away from the stop being constructed. Contractor is to finish one stop in its entirety and receive approval from MTS, prior to starting the next stop.

SECTION 7-5  WASTE

The contractor is responsible for legally disposing of any and all waste in relation to the work. The contractor shall not use any onsite receptacles to dispose of material generated during the performance of this contract. Contractor is responsible for general cleanup at the end of each work day.

SECTION 7-6  SCHEDULE AND SEQUENCING

All work shall be completed within forty-five (45) calendar days from issuance of Notice to Proceed. Contractor is to provide a schedule for the work showing the sequence of stop closures and dates. Only one stop will be closed at a time. The work must be completed in its entirety prior to commencing work at the next stop.

SECTION 7-7  HARDSCAPE REPLACEMENT

The work generally consists of the removal of the bus stop paver hardscape and replacement with concrete hardscape at three different bus stops.

Contractor is to protect all existing surfaces, shelters, signs, fixtures and adjacent surfaces and remove and reinstall any trash cans as needed. Contractor is to remove and dispose of all pavers at each bus stop, remove any sand bedding from the pavers, place and compact base, replace any PVC drain lines with steel at grade with a transition to existing PVC at the back of curb, place concrete minimum 4” thick, concrete to have altering integral color in 5’ sections in similar layout to existing pavers with one 5’ section being a darker French gray and the next 5’ section being natural gray, concrete is to have a light sandblast finish, concrete expansion joints are to be installed at back of curb and face of existing concrete retaining wall per SDRSD G-10, weakened plan joints are to be installed at approximately 5’ on center and expansion joints are to be installed at approximately 15’ on center. Contractor is to perform a final clean of the bus stop and remove all traffic control once completed.
EXHIBIT B
(Cost Breakdown)
<table>
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<tr>
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<th>Category 2</th>
<th>Category Totals</th>
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</thead>
<tbody>
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<td>01</td>
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<td>$3,112.65</td>
</tr>
<tr>
<td>02</td>
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<td>$7,470.37</td>
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<td>$119,057.95</td>
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<td><strong>$131,340.97</strong></td>
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Proposal Total(Filtered): $131,340.97

The Percentage of Non Pre-Priced on this Proposal: 0.00%
JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: 2019 - General Civil - ABC - Option 1
Contract Number: PWG275.0-19
Job Order Number: MTSJOC275-18
Job Order Title: Super Loop Paver Replacement
Location: 1-Building A
Proposal Value: $168,500.75

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- Equipment Excluded
- Materials Excluded

User Note: traffic control permit
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

Owner Comments:
Contractor Comments:

Total For Category 01: $3,112.65
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<td>96.00 x $68.23 x 1.1405 = $7,470.37</td>
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**Equipment Excluded**

**Materials Excluded**

**User Note:** to remove and replace trash cans and bench
1 day per site to remove
1 day per site to replace

**Item Note:** For tasks not included in the Construction Task Catalog® and as directed by owner only.

**Owner Comments:**

**Contractor Comments:**

**Total For Category 02:** $7,470.37
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<td>1.0000</td>
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</table>

**Labor Excluded**

**Equipment Excluded**

**User Note:** PW set up fee 500
PW truck fee 200 x 6 trucks

**Item Note:** Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is $1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = $125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.

**Owner Comments:**

**Contractor Comments:**

**Total For Category 05:** $1,700.00
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<tr>
<td>4</td>
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<tr>
<td>Quantity</td>
<td>x</td>
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<td>x $1,198.46</td>
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User Note: 
Item Note: 
Owner Comments: 
Contractor Comments: 

| Category 2 : No Category |                 |     |     |                                                       |                |
| 5        | 012223000279    | WK  |     | 3,000 LB Capacity, 78” Wide, Tracked Skid-Steer Loader With Full-Time Operator |                |
| No Change |                 |     |     |                                                       |                |
| Installation |               |     |     |                                                       |                |
| Quantity | x | Unit Price | x | Factor | = | LineTotal                                       |
| 3.00 | x $5,086.31 | x 1.1405 |  = |        | $17,402.81 | |
| Equipment Excluded |                 |     |     |                                                       |                |

User Note: 
Item Note: 
Owner Comments: 
Contractor Comments: 

| Category 3 : No Category |                 |     |     |                                                       |                |
| 6        | 012223000290    | DAY |     | Broom Attachment For Skid-Steer Loaders              |                |
| No Change |                 |     |     |                                                       |                |
| Installation |               |     |     |                                                       |                |
| Quantity | x | Unit Price | x | Factor | = | LineTotal                                       |
| 3.00 | x $88.71 | x 1.1405 |  = |        | $303.52 | |
| Labor Excluded |                 |     |     |                                                       |                |
| Equipment Excluded |                 |     |     |                                                       |                |

User Note: 
Item Note: 
Owner Comments: 
Contractor Comments: 

| Category 4 : No Category |                 |     |     |                                                       |                |
| 7        | 012223000291    | WK  |     | Broom Attachment For Skid-Steer Loaders              |                |
| No Change |                 |     |     |                                                       |                |
| Installation |               |     |     |                                                       |                |
| Quantity | x | Unit Price | x | Factor | = | LineTotal                                       |
| 3.00 | x $240.64 | x 1.1405 |  = |        | $823.35 | |
| Labor Excluded |                 |     |     |                                                       |                |
| Equipment Excluded |                 |     |     |                                                       |                |

User Note: 
Item Note: 
Owner Comments: 
Contractor Comments: 

Price Proposal Details Report

Print Date: 02/16/2021 04:27:44 PM PST
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<th>Unit Price</th>
<th>Factor</th>
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Item Note: Includes delivery.

Owner Comments:

Contractor Comments:

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Price Proposal Details Report

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**Total For Category No Category:** $119,057.95

**Total:** $168,500.75

**Proposal Total (Filtered):** $131,340.97

**The Percentage of Non Pre-Priced on this Proposal:** 0.00%
EXHIBIT C
(Subcontractor Listing)
Subcontractor Report

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<th>Describe Nature of Work (Trade)</th>
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Date: 2/16/2021

Job Order Contracting

Contract #: PWG275.0-19
Job Order #: MTSJOC275-18
Job Order Title: Super Loop Paver Replacement
Location: Building A
Contractor: ABC Construction Co., Inc.

Subcontractor:
SUBJECT:

RAIL WELDING SERVICES – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL323.0-21 (in substantially the same format as Attachment A), with Railworks Track Services, Inc., for rail welding services, for five (5) years effective May 1, 2021, in the amount of $277,171.27.

Budget Impact

The total budget for this project shall not exceed $277,171.27 and is funded by the Track Operations Budget 370016-571210.

DISCUSSION:

MTS requires continued services to provide in-track and out-of-track welding repairs to switch points, frogs, joints and other track components used within the light rail system. Track components wear out and require welding to proper specifications. Maintenance of these items will help extend the life of the track components and reduce costly replacements.

The total track mileage on the MTS light rail system is 110 miles, which will increase to 132 miles with the completion of the Mid-Coast Project in late 2021. This contract will provide the rail welding services required to properly maintain the MTS system in compliance with Federal Railroad Administration (FRA) and the State Public Utilities Commission (PUC) requirements. Services also include tracks in maintenance yards A and C, as well as auxiliary tracks.
On October 27, 2020, MTS issued an Invitation for Bids (IFB) for Rail Welding services. Two bids were received by the due date of December 17, 2020, and are summarized in the table below:

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<tr>
<th>Bidder</th>
<th>Amount</th>
<th>MTS savings compared to lowest bidder</th>
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After evaluating the Railworks bid, MTS staff deemed it the lowest responsive and responsible bid, and determined it to be fair and reasonable by comparison with the second bid received and MTS’s ICE.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL323.0-21, with Railworks Track Services, Inc., for rail welding services, for five (5) years effective May 1, 2021, in the amount of $277,171.27.

/s/ Sharon Cooney                      
Sharon Cooney                          
Chief Executive Officer

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

Attachments:  
A. Draft Agreement MTS Doc. PWL323.0-21  
B. Scope of Work  
C. Bid Summary
STANDARD AGREEMENT FOR

MTS DOC. NO. PWL323.0-21

RAIL WELDING SERVICES

THIS AGREEMENT is entered into this _______ day of ____________, 2021 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: Railworks Track Services, Inc. Address: 12740 Lakeland Rd., Unit B
Santa Fe Springs, CA 90670

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

Email: jsautin@railworks.com

Telephone: (562) 356-3350

Authorized person to sign contracts
Name: James S. Austin III
Title: Vice President & General Manager

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

The contract term is for up to (5) years effective May 1, 2021 through April 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $277,171.27 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM RAILWORKS TRACK SERVICES, INC.

By: Sharon Cooney, Chief Executive Officer By

Approved as to form:

By:

Title:

Karen Landers, Office of General Counsel
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. GENERAL

MTS is looking for an experienced contractor to provide rail welding services. This contract involves in-track and out-of-track welding repairs of rail and track components used within the light rail system.

The total track mileage is 110 miles which will increase to 132 miles with the completion of the Mid-Coast Project in mid-2021, which will extend the Blue Line Trolley service from the Santa Fe Depot in Downtown San Diego to the University City community. Services also include tracks in maintenance yards A and C, as well as auxiliary tracks.

The entire rail has been either electrically flash butt-welded or thermite welded. The individual areas of work and the type of welding process to be used will be determined through discussion with San Diego Trolley Inc. (SDTI) Maintenance of Way (MOW) Manager or designee.

Work will be performed mainly during non-revenue hours (11:30 pm to 4:30 am).

The resultant contract will be for five (5) years effective May 1, 2021.

1.2. CONTRACTOR MINIMUM QUALIFICATIONS AND EXPERIENCE

Contractor must be licensed, must be registered with the Department of Industrial Relations, and must have a minimum of five (5) years’ experience in this scope of work. Experience should be shown on the Status of Current and Past Contracts Form attached to this IFB.

1.3. QUALIFICATIONS OF DESIGNATED PERSONNEL

Contractor will provide qualified welders with a minimum of three years of track welding experience that conforms to FRA (Federal Railroad Administration) and AREMA (American Railroad Engineering and Maintenance-of-Way Association) specifications. As part of the bid package submittal, Contractor shall provide welding certifications for designated personnel.

MTS will not award a contract without receipt of this documentation.

1.4. BID FORM

On the Bid Form, MTS has provided the estimated quantities based on historical usage and projected quantities for the Mid-Coast Project. The Option hours (as requested by MTS) will be for situations when MTS needs the Contractor to perform additional services. These quantities are for bidding purposes and Contractor should note that actual usage may be more or less than estimated. Contractor shall perform all welding work described at the rates quoted on the Bid Form.

Contractor shall provide its all-inclusive hourly labor cost based on hours provided, and the all-inclusive mobilization and transportation fees based on the quantities shown on the bid form. These all-inclusive costs include but are not limited to wages, insurance, overhead, profit, equipment, fuel, tax and all other related costs necessary to perform the welding work described.

Travel time will not be billable. Hours are for onsite work only.

Charges not described on the Bid Form will not be considered valid and MTS will not pay additional costs.
1.5. SCOPE OF SERVICES

A. TUNNEL REQUIREMENTS

Work performed in the 1-mile twin bore tunnel will only be able to be accomplished during non-revenue hours when trains are not operating. This generally will mean tunnel work will only be done at night. Because of the environment, gasoline engines are not allowed on any equipment nor may flammable liquids be transported into the tunnel in any container. All equipment must be either diesel powered with a functional scrubber or compressed natural gas powered.

B. WELDING REQUIREMENTS AND SPECIFICATIONS

Contractor’s personnel shall:

i. Assure all work practices meet all OSHA standards.

ii. Be capable of performing both stick weld and wire feed arc welding. Wire feed welding for rail repair is the method preferred by SDTI.

iii. Make repair on 115lb rail and frogs, switch points, stock rails and other components of wood/concrete tie and ballast track as well as embedded track.

iv. Respond to work requests within five calendar days.

v. Able to work within constraints of normal Light Rail train schedule.

vi. Able to perform work at night and on weekends as the need arises.

vii. Able to work in a tunnel environment, approximately 260 feet below the surface at the deepest point. (See additional requirements for tunnel work).

Contractor shall:

i. Guarantee all work for a minimum of 90 days.

ii. Be able to make all weld repairs either in track, in the field or out of track, in a shop.

iii. Adhere to all SDTI testing requirements. SDTI may require laboratory quality testing of contractor’s arc welds. SDTI will provide the rail while the cost of testing will be at the contractor’s expense.

iv. Adhere to SDTI method and standards as defined within these specifications. Contractor will submit for approval to SDTI a copy of contractor’s welding procedure (for each type of rail and for each method of construction) including pre-heat, post-heat and cooling of repair areas.

v. Include list of equipment used.

C. REQUIRED TOOLS AND EQUIPMENT PROVIDED BY THE CONTRACTOR
i. Welder capable of amperage ranges (found in welding parameters) with C type clamp to affixed to the field and gauge side of ball of rail only.

ii. SDTI approved welding rod or wire.

iii. Grinder with 1" flat stone.

iv. Profile grinder.

v. Generator (if welder is not equipped).

vi. Tent or umbrella.

vii. Pre-heat and post-heat equipment.

viii. Carbon backing strips (to be used in welding of flange ways).

ix. Copper strap and SDTI approved method/equipment for clamping to rail.

x. 36" straight edge and taper gage.

xi. Tong type volt/amperage meter (for verifying welding amperage source).

xii. Welding Curtain.

xiii. Tempilstiks.

D. REPAIRING WHEEL BURNS

i. Arc welding or oxy-acetylene welding are excepted procedures.

ii. Wheel burns must not be welded if air temperature is below 32°F; not when rain or snow is falling unless protection is provided.

iii. Sufficient distressed metal must be removed by grinding to eliminate all cracks and damaged metal.

iv. Rail having burns more than .35 inches deep must not be repaired, but must be removed from the track, unless otherwise directed by the MOW Manager or designee.

v. When a wheel burn is over 3 inches long it will be welded in stages and allowed to cool to 700°F between stages, the length of a stage must not exceed 3 inches.

vi. After normalizing, the weld must be surface ground to the railhead contour within .0005 in. Any flow or batter on either side of the head of the rail must be removed.

vii. No more than 4 wheel burns in 39 ft. shall be welded within 8 hours. Wheel burns may be welded consecutively only if they are more than 10 ft. apart.

E. ELECTRIC ARC WELDING OF RAIL AND CASTINGS
Track Components:

i. Switch Points

Switch points must be repaired or built up by welding other than in the shop. Only the heel ends of switch points may be built up using the procedures specified for rail-end welding unless directed otherwise by the MOW Manager or designee.

ii. Frogs

   a) Bolted rail frogs, solid manganese frogs, manganese insert of rail bound manganese frogs and manganese knuckles may be required by welding.

   b) Chipped or battered rail ends at the toe and heel ends of rail bound manganese frogs and bolted rail frogs may be built up using the procedures specified for rail-end welding.

   c) Frogs may be repaired in place in any track.

iii. Guard Rails

Guardrails must be repaired or built up by welding in the field. Defective guardrails or those having excessive wear must be replaced.

iv. General Instructions for Welding by the Electric Arc Process

   a) The ground clamp must applied to the same rail as the one which the welding is to be performed, and as near as possible to the area being welded.

   b) Ground clamps must have ample capacity to handle the welding current without undue heating; ground clamp contacts to which the clamp is attached must be thoroughly clean.

   c) At insulated joints care must be taken to avoid establishing an electrical connection between the two rails separated by the joint. An arc must not be struck on either rail without first attaching the ground clamp to rail upon which the arc is to be struck.

   d) Both cables (electrode and ground) must be completely insulated throughout their entire length.

   e) Approved electrical tong testers must be used periodically to ensure that the proper current is being delivered to the electrode.

   f) When the electrode holder is not in use it must not be permitted to contact any rail, frog or metallic part connected thereto.

   g) The supervisor in charge and the welders must observe that signal operated by the track circuits within which they are welding are operating normally. If
any abnormal condition is noticed, they must immediately protect traffic, whether railway, highway or both, and advise Control of the circumstances.

h) Signal Maintainers must carefully observe conditions when welding is performed on their territory and repost any deviations from the instructions or any practice, which in their opinion endangers the proper operation of signal circuits or apparatus.

i) Electrodes must be stored in a dry, warm location. Deterioration will result if the electrode coating absorbs dampness.

F. CARBON STEEL FROGS & DIAMOND CROSSINGS

i. Preparation

After determining the areas that require restoration, remove all fatigued, spalled or defective metal by grinding or by the air carbon arc process (Arcair). Arc or oxy-acetylene torch cutting is not permitted. When the air carbon arc process removes the defective metal, ensure that all slag is removed by grinding and that the parent surface is sound in preparation for the weld deposit.

ii. Welding Procedure

The technique of deposition will vary with the application. The first bead application shall be laid on the gauge side with successive beads being applied toward the field side with sufficient overlay to ensure complete fusion. Rebuild worn areas high enough to allow sufficient material for finish grinding.

Welding of frog points shall commence at the point and continue to the runout; that is, the same as for rail ends. Use proper techniques to end the welds so as to avoid end craters and undercutting.

iii. Finishing Grinding

Running surfaces shall be ground the shape and contour of the railhead, particularly with regard to the gauge line and the guard side of the flangeways. In turnout frogs only, the point should be ¼ inch lower than the adjacent wing rails and slope upward to where the point and wing rails are at the same level at a distance back from the point equal in inches to ¾ the frog number, but in no case less than 5 inches.

1.6. PAYMENT TERMS

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

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

1.7. 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(s) 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 the Prompt Progress Payments section of the Standard Conditions.

1.8. WARRANTY

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

1.9. REPLACEMENT PARTS

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

1.10. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to SDTI, 1341 Commercial Street, San Diego, California 92113 unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

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

### Rail Welding Services

**MTS Doc. No. PWL323.0-21**

**Bid Summary 12/22/20**

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<td>$4,189.50</td>
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<td>3</td>
<td>$2,199.49</td>
<td>$6,598.46</td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total 5 years (Basis of Award)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Year 1</td>
<td>$48,342.00</td>
<td>$50,759.10</td>
<td>$66,609.74</td>
<td>$69,940.23</td>
<td>$73,437.24</td>
<td>$309,088.31</td>
</tr>
<tr>
<td>Total Year 2</td>
<td>$42,240.00</td>
<td>$44,774.40</td>
<td>$59,730.48</td>
<td>$63,314.13</td>
<td>$67,112.26</td>
<td>$277,171.27</td>
</tr>
<tr>
<td>Total Year 3</td>
<td>$40,320.00</td>
<td>$42,336.00</td>
<td>$58,344.30</td>
<td>$63,143.13</td>
<td>$67,112.26</td>
<td>$334,916.00</td>
</tr>
</tbody>
</table>

**Railroad Insurance**

$12,000.00

**Independent Cost Estimate (ICE) Morrison Metalweld**
Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

March 11, 2021

SUBJECT:

FARE COLLECTION CHANGE ORDERS – CONTRACT AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 6 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 $765,271.76.

Budget Impact

The total amendment budget shall not exceed $765,271.76 giving the project a total budget of $42,970,669.76 as shown in the table below. This project is funded by Capital Improvement Program (CIP) 1009004902 – Fare System Upgrades.

<table>
<thead>
<tr>
<th>Date Issued</th>
<th>Board Approval Date</th>
<th>Document</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/1/19</td>
<td>12/13/18</td>
<td>Agreement</td>
<td>Fare collection system</td>
<td>$37,667,727.57</td>
</tr>
<tr>
<td>12/12/19</td>
<td>12/13/18</td>
<td>AM 1</td>
<td>Commence work on options previously approved on 12/13/18</td>
<td>Included in agreement</td>
</tr>
<tr>
<td>12/18/19</td>
<td>12/12/19</td>
<td>AM 2</td>
<td>Commence work on new options</td>
<td>$1,093,731.49</td>
</tr>
<tr>
<td>05/26/20</td>
<td>09/17/20</td>
<td>AM 3</td>
<td>Change Order - Integrate Conduent’s CAD/AVL solution</td>
<td>$57,681.00</td>
</tr>
<tr>
<td>09/17/20</td>
<td>09/17/20</td>
<td>AM 4</td>
<td>Change Order - Rail Validator Masts</td>
<td>$907,267.08</td>
</tr>
<tr>
<td>1/13/21</td>
<td>12/10/20</td>
<td>AM 5</td>
<td>Adds CA Sales Tax; and Change Orders - revises TVM spare parts &amp; cashless conversion kits, and adds gateway services</td>
<td>$2,478,990.86</td>
</tr>
</tbody>
</table>

Table continued on next page...
DISCUSSION:

On December 13, 2018, the MTS Board approved MTS Doc. No. G2091.0-18 for the design and implementation of a new fare collection system. This includes provision of services, equipment, software, parts, and support.

Amendment No. 6 (Attachment A) at $765,271.76 revises the agreement as follows:

1. **Customer and Institutional Website Scope Updates (Attachment B)**

   Adds $304,486.71 in improvements to the customer and institutional websites for the PRONTO fare system.

   MTS’s Independent Cost Estimate (ICE) for the website revisions is $319,385.00. Staff deems Contractor’s cost at $304,486.71 to be fair and reasonable.

2. **Reduced Fares Program Enrollment (Attachment C)**

   Adds new scope to create an online reduced fare application portal. The online reduced fare application would give riders the ability to register for reduced fares online. This new functionality will enhance the customer experience by making it easier to apply for reduced fares without having to register in person. The solution includes automatic age verification modules which will make the experience seamless. The solution also includes the ability for drivers and fare inspectors to display the photo associated with the registered participant via the driver control unit and fare inspection device to prevent misuse.

   MTS’s ICE for the online reduced fare application portal is $1,048,810.00. Staff deems Contractor’s cost at $1,170,482.67 to be fair and reasonable.

3. **Driver Control Unit Screen Flow Changes (Attachment D)**

   The new PRONTO account-based fare system will not have an integration between the Genfare cash farebox and the driver control unit from INIT in order to limit a costly integration between both providers. Due to this limitation, MTS is requesting a redesign of the driver control unit for $107,955.76 to include tally buttons that will allow operators to specify the tally type for passengers that pay with cash. This tool will allow MTS to incorporate statistics from cash paying customers directly into the INIT reporting platform.

   MTS’s ICE for the driver control unit screen flow revisions is $147,000.00. Staff deems Contractor’s cost at $107,955.76 to be fair and reasonable.
4. SAGE Operator Separation (Attachment E)

MTS is requesting a change to the Mobile Vario (MV) and Sage configuration to support reconciliation of credit/debit payments by Agency (MTS and NCTD) for ticket vending machines (TVMs) and ticket office terminals of $44,490.72 that will be separately operated by each agency. This will require that credit card transactions are appended with an agency designator to allow grouping/summarization by agency. With the transactions separated, each agency will be able to reconcile credit card transactions between Sage and their respective accounts at Chase.

MTS’s ICE for the SAGE reconciliation changes is $114,816. Staff deems Contractor’s cost at $44,490.72 to be fair and reasonable.

5. Customer Relationship Management (CRM) Payment Integration with Enghouse (Attachment F)

MTS requires an encrypted over the phone payment solution that integrates well with the INIT provided Salesforce fare system CRM and the current MTS Cisco telemetry. INIT will make the necessary revisions to the Salesforce CRM platform in order to support the development at a cost of $40,499.20. This solution will enable customers to make payments over the phone while being assisted by a customer service representative. The solution encrypts the payment tones to ensure the customer service agent cannot identify the credit card number being used. This strategy allows MTS to remain compliant with the Payment Card Industry standards.

MTS’s ICE for the CRM payment encryption changes is $49,800.00. Staff deems Contractor’s cost at $40,499.20 to be fair and reasonable.

6. Fare Media Credit (Attachment G)

The initial INIT contract scope included provisions for fare media. The media needs have been re-assessed in anticipation of the PRONTO launch as follows:

a) Additional ticket rolls were ordered to provide adequate supply (installed and spares) of both printed stock for TVMs on the region’s rail lines (Trolley Green, Blue, Orange and SPRINTER and COASTER) as well as receipt paper;

b) Addition of scratch-off PIN to Extended Use media for added security;

c) Addition of a registration sticker to Extended Use media to remind folks to register and therefore protect the balances on their Pronto accounts;

d) Reduction in extended use media to be supplied by INIT to 1,150,000 cards in response to:
   i. Reduced ridership levels due to COVID;
   ii. Addition of 300,000 retail cards added to the Ready Credit scope of work (January 2021 Board action); and

e) Increase in limited use media to be supplied by INIT to 752,000 to better align to PRONTO operational needs for the first 1 to 2 years.
The net effect of these changes to the INIT contract value is a capital credit of $902,643.30.

This $902,643.30 credit is applied to the capital costs of the change orders Attachments A – F, as shown below, to bring the overall Amendment 6 to $765,271.76:

<table>
<thead>
<tr>
<th>CHANGE ORDERS</th>
<th>TOTAL</th>
<th>CAPITAL</th>
<th>ONGOING MAINTENANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer/Institutional Website</td>
<td>$304,486.71</td>
<td>$186,093.00</td>
<td>$118,393.71</td>
</tr>
<tr>
<td>DCU Tallies</td>
<td>$107,955.76</td>
<td>$66,960.00</td>
<td>$40,995.76</td>
</tr>
<tr>
<td>SAGE scope revision</td>
<td>$44,490.72</td>
<td>$21,280.00</td>
<td>$23,210.72</td>
</tr>
<tr>
<td>CRM INIT change</td>
<td>$40,499.20</td>
<td>$40,499.20</td>
<td>-</td>
</tr>
<tr>
<td>Online Reduced Fare Application</td>
<td>$1,170,482.67</td>
<td>$530,374.00</td>
<td>$640,108.67</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>$1,667,915.06</strong></td>
<td><strong>$845,206.20</strong></td>
<td><strong>$822,708.86</strong></td>
</tr>
<tr>
<td>Fare Media Credit</td>
<td>$(837,720.00)</td>
<td>$(837,720.00)</td>
<td>-</td>
</tr>
<tr>
<td>7.75% Tax on Fare Media Credit</td>
<td>$(64,923.30)</td>
<td>$(64,923.30)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Fare Media Credit with Tax</strong></td>
<td><strong>$(902,643.30)</strong></td>
<td><strong>$(902,643.30)</strong></td>
<td>-</td>
</tr>
<tr>
<td><strong>Costs After Fare Media Credit</strong></td>
<td><strong>$765,271.76</strong></td>
<td><strong>$(57,437.10)</strong></td>
<td><strong>$822,708.86</strong></td>
</tr>
</tbody>
</table>

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment 6 to MTS Doc. No. G2091.0-18, with INIT, for a total contract increase of $765,271.76.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Amendment G2091.6-18  
B. Customer and Institutional Website Scope Updates  
C. Reduced Fares Program Enrollment  
D. Driver Control Unit Screen Flow Changes  
E. SAGE Operator Separation  
F. CRM Payment Integration with Enghouse  
G. Fare Media Credit
Amendment 6

February 17, 2021

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.6 to the original agreement G2091.0-18 as further described below.

SCOPE

MTS is issuing the change orders below as detailed under the enclosed Attachments:

A. Customer and Institutional Website Scope Updates
B. Reduced Fares Program Enrollment
C. Driver Control Unit Screen Flow Changes
D. SAGE Operator Separation
E. Customer Relationship Module (CRM) Payment Integration with Enghouse
F. Fare Media Credit

SCHEDULE

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

PAYMENT

The total for Amendment 6 is $765,271.76 as shown below. This amount shall not be exceeded without prior written approval from MTS.

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer and Institutional Website Scope Updates</td>
<td>$304,486.71</td>
</tr>
<tr>
<td>Reduced Fares Program Enrollment</td>
<td>$1,170,482.67</td>
</tr>
<tr>
<td>Driver Control Unit Screen Flow Changes</td>
<td>$107,955.76</td>
</tr>
<tr>
<td>SAGE Operator Separation</td>
<td>$44,490.72</td>
</tr>
<tr>
<td>Customer Relationship Module (CRM) Payment Integration with Enghouse</td>
<td>$40,499.20</td>
</tr>
<tr>
<td>Fare Media Credit</td>
<td>($902,643.30)</td>
</tr>
<tr>
<td><strong>Amendment 6 Total</strong></td>
<td><strong>$765,271.76</strong></td>
</tr>
</tbody>
</table>
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. Customer and Institutional Website Scope Updates  
B. Reduced Fares Program Enrollment  
C. Driver Control Unit Screen Flow Changes  
D. SAGE Operator Separation  
E. Customer Relationship Module (CRM) Payment Integration with Enghouse  
F. Fare Media Credit
Attachment B

Customer and Institutional Website Scope Updates
San Diego – Customer and Inst. Website Scope Updates

Customer: San Diego MTS
Prepared by: Erica Brown
Proposal #: 2020-189-06
Date: 2/10/2021
Validity: 60 Days

Warranty: 1 Year from System Acceptance
Delivery: To be provided after receipt of change order
Invoicing
Milestones: See below

Existing Contract G2091.0-18 Terms & Conditions apply

Description:
MTS has requested a proposal for changes in scope to the customer and institutional portals.

Solution:
The following items were identified during the FDR review of CDRL 12-2 and 12-4 for change order estimation:

<table>
<thead>
<tr>
<th>Issues</th>
<th>CDRL 12-1 - FDR MIL-29 - Customer - change Reset Password to send token and link</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Need new API call to send email with link and token, 2. Need new API call to validate token, 3. Need a new web page to evaluate token, 4. Token valid - web page is password reset, 5. Token invalid - web page is error message, NOTES - Section 2.5, Requirement 12.2.4-5 - base solution meets the requirement. This would require an INIT API update and MAR code changes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issues</th>
<th>CDRL 12-4 - FDR MIL-15 - Institution - Unblock Institution User/Admin</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Issues</th>
<th>CDRL 12-4 - FDR MIL-19 - Institution - In shopping cart show Participant Name with product order info</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Design Update, 2. Update shopping cart to retrieve participant data, NOTES - Section 2 does not have any requirements specifying what is to be listed on an order.</td>
</tr>
</tbody>
</table>

The following items were identified by SDMTS and Jacobs as Institution “Hybrid” changes:

<table>
<thead>
<tr>
<th>Issues</th>
<th>FDR MIL-62: Search by Multiple Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-62: Search by Multiple Criteria - Manage Cards, View, Search, Sort, and Download</td>
</tr>
<tr>
<td></td>
<td>1. Add ability to search by multiple criteria.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issues</th>
<th>FDR MIL-69: Sub-accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-69: Sub-account - Institution Sub-accounts</td>
</tr>
<tr>
<td></td>
<td>1. Add a institution sub-account list page, 2. Provide the ability to open and manage an institution sub-account from the parent institution</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issues</th>
<th>FDR MIL-72: Groups</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-72: Groups - Institution - Manage Cards List Table</td>
</tr>
<tr>
<td></td>
<td>1. Add a column for groups and ability to filter by groups</td>
</tr>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-72: Groups - Institution - Manage Participants List Table</td>
</tr>
<tr>
<td></td>
<td>1. Add a column for groups and ability to filter by groups</td>
</tr>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-72: Groups - Institution - Add/Edit Participant Form</td>
</tr>
<tr>
<td></td>
<td>1. Add a field for groups, drop-down the selects from a list of groups</td>
</tr>
<tr>
<td>CDRL 12-4 - FDR MIL-72: Groups - Institution - Manage Groups</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>1. Group list page, 2. Add a group, 3. Edit a group, 4. Delete a group</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-72: Groups - Institution - Bulk Actions for Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Add Group to Add, Update, and Delete Participant Bulk Actions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-72: Groups - Manage Cards, Add to Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Add cards to a group</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-72: Groups - Manage Cards, Remove from Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Remove cards to a group</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-72: Groups - Manage Cards, Move to New Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Move cards to a new group</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FDR MIL-73: Retain Filter</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-73: Retain Filter - Institution - Manage Cards List Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Record and retain filter criteria for user session</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-73: Retain Filter - Institution - Manage Participants List Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Record and retain filter criteria for user session</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FDR MIL-80: Manage Card Bulk Actions for Multiple Cards (Incl. Design Review)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Remove (Unlink) Card(s) from Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace web app batch process with MOBILEvario job.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Block Card(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace web app batch process with MOBILEvario job.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Unblock Card(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace web app batch process with MOBILEvario job.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Add Value to a Card(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace web app batch process with MOBILEvario job.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Add a Pass to a Card(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace web app batch process with MOBILEvario job.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Add Value Autoload</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Add the user interface to Add Autoload to a selection of multiple cards, 2. Create a bulk add autoload job with selected cards, 3. INIT - create endpoint to process a bulk add autoload job</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Add Pass Auto-renew</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Add the user interface to Add Auto-renew to a selection of multiple cards, 2. Create a bulk add auto-renew job with selected cards, 3. INIT - create endpoint to process a bulk add auto-renew job</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Delete Value Autoload</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace web app batch process with MOBILEvario job.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDRL 12-4 - FDR MIL-80: Manage Card Bulk Actions for Multiple Cards - Manage Cards, Delete Pass Auto-renew</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace web app batch process with MOBILEvario job.</td>
</tr>
</tbody>
</table>
**SIT Change Requests**

**Customer - ISDM-181**
1. Show fare category on customer manage cards page. – Design updates included

**Customer - ISDM-190 - Test 27 - Customer website total transaction should not exceed $300**
1. Create a specific error message related to exceeding max amount – Design updates included

**Customer - ISDM-191 - Test 070 - "Account Number" (= #802)**
1. Remove account number

**Customer - ISDM-193 - Test 109**
1. For split payments, need to show amount on each card (& masked PANs)

**Institution - ISDM-198 - Test 43 - Phone number search does not include cell phone numbers**
1. Will only use one phone number per Participant. SD directed MAR remove phone number from the search (use first name, last name, identifier)

**Customer/Institution – Change UX**
1. Block Card Workflow: Change UX for block card workflow on Consumer and Institution – Design updates included
2. Shopping cart – change UX to add element button and function to make the shipping address = billing address

**Fare Media UX Changes**
1. Update styles: section title, inactive badge, active month badge
2. Adjust text size and position on default day/month badge.
3. Add conditions: if pass is regional, display regional day or month badge; if pass is coaster, display coaster badge
4. Tooltip updates

**Stored Value and Pretax Shopping Cart Updates**
1. Show combined balance in Payment Method dropdown.
2. If a user adds a Reload to the shopping cart - remove option to pay with stored value
3. Loading Products on multiple cards - remove the cards with pretax stored value
4. Loading Product on one card - include the card receiving the product and others without pretax balance
5. Remove stored value payment method options if the balance is less than the cart total
6. Re-include the stored value option if split payment value is less than the balance

To facilitate the above scope changes, the customer and institutional websites will be customized accordingly and INIT will customize the MOBILEvario software in the following ways:

- **Add Participants to a group.** Participant import/update bulk jobs will be enhanced by adding group name as a column into the CSV file. Instead of uploading a CSV file identifying the transit accounts, a group id would be given to a job. The job service would then go over all participants (SL_OrganizationParticipant) in that group and use all transit accounts associated to those participants to perform the job. Cards or transit accounts cannot be added to the groups directly - only the participants.

- **Hierarchies:** Already supported via /SubAccounts calls with the following restrictions:
  - Only supported for Institution Accounts.
  - Only moving down the hierarchy is supported, not moving up.
  - If changes to these restrictions are needed, another estimate is required.

Note: If additional changes from the above scope are needed, additional costs will need to be estimated.
Google Language Selector
INIT will add the ability for a user to have a single language selector. English and Spanish will populate from the content management system, Umbraco, and other required languages will populate from Google API Language Translator.

Scope of Work
- Design – Creation of Custom Language Selector Dropdown
- Develop Custom Language Selector UX
- Develop ability for a user to have a single language selector drop down and have language options be available from Umbraco and Google Language Selector API
- Develop Google API Integration
- Documentation - updates to the CDRL and use cases

Note: San Diego MTS will be responsible for a fee to Google of $20 per month per 1 million characters translated on the site.

Capital Costs:
- A breakdown of labor is included in Exhibit A.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price total USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>INIT Software Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FDR MIL-72: Groups</td>
<td>13,312.00</td>
</tr>
<tr>
<td></td>
<td>Testing and Deployment</td>
<td>6,656.00</td>
</tr>
<tr>
<td>2</td>
<td>Customer &amp; Institutional Website Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CDRL 12-1 - FDR MIL-29 - Customer - change Reset Password to send token and link</td>
<td>11,489.00</td>
</tr>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-15 - Institution - Unblock Institution User/Admin</td>
<td>1,917.00</td>
</tr>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-19 - Institution - In shopping cart show Participant Name with product order info</td>
<td>7,319.00</td>
</tr>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-62: Search by Multiple Criteria - Manage Cards, View, Search, Sort, and Download</td>
<td>7,319.00</td>
</tr>
<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-69: Sub-account - Institution Sub-accounts</td>
<td>7,319.00</td>
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<td></td>
<td>FDR MIL-72: Groups</td>
<td>41,297.00</td>
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<tr>
<td></td>
<td>CDRL 12-4 - FDR MIL-73: Retain Filter - Institution - Manage Cards List Table</td>
<td>7,488.00</td>
</tr>
<tr>
<td></td>
<td>FDR MIL-80: Manage Card Bulk Actions for Multiple Cards</td>
<td>40,845.00</td>
</tr>
<tr>
<td></td>
<td>Google Language Selector</td>
<td>18,867.00</td>
</tr>
<tr>
<td></td>
<td>SIT Change: Customer - ISDM-181 - Show fare category on customer manage cards page</td>
<td>1,050.00</td>
</tr>
<tr>
<td></td>
<td>SIT Change: Customer - ISDM-190 - Test 27 - Customer website total transaction should not exceed $300</td>
<td>2,800.00</td>
</tr>
<tr>
<td></td>
<td>SIT Change: Customer - ISDM-191 - Test 070 - &quot;Account Number&quot; Removed</td>
<td>1,050.00</td>
</tr>
</tbody>
</table>
SIT Change: Customer - ISDM-193 - Test 109- For split payments, need to show amount on each card (& masked PANs) 2,800.00

SIT Change: Institution - ISDM-198 - Test 43 - Phone number search does not include cell phone numbers 2,800.00

Change UX for block card workflow on Consumer and Institution – Design updates included 1,050.00

Change UX for shopping cart - shipping address = billing address 1,050.00

Fare Media UX Changes 2,625.00

Stored Value and Pretax Shopping Cart Updates 3,850.00

Contingency Budget added to RFP BAFO Website Price -16,000.00

### Project Services

| Project Management & Systems Engineering | 19,160.00 |

**Grand Total excl. Tax** $186,093.00

#### Annual Maintenance Fees after Warranty Period:

<table>
<thead>
<tr>
<th>Item</th>
<th>Maintenance</th>
<th>INIT USD</th>
<th>Marathon USD</th>
<th>Price total USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Year 1</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2</td>
<td>Year 2</td>
<td>1,766.45</td>
<td>10,369.32</td>
<td>12,135.77</td>
</tr>
<tr>
<td>3</td>
<td>Year 3</td>
<td>1,802.12</td>
<td>10,576.71</td>
<td>12,378.83</td>
</tr>
<tr>
<td>4</td>
<td>Year 4</td>
<td>1,838.44</td>
<td>10,788.24</td>
<td>12,626.68</td>
</tr>
<tr>
<td>5</td>
<td>Year 5</td>
<td>1,875.33</td>
<td>11,004.01</td>
<td>12,879.34</td>
</tr>
<tr>
<td>6</td>
<td>Year 6</td>
<td>1,913.70</td>
<td>11,224.09</td>
<td>13,137.78</td>
</tr>
<tr>
<td>7</td>
<td>Year 7</td>
<td>1,952.45</td>
<td>11,448.57</td>
<td>13,401.02</td>
</tr>
<tr>
<td>8</td>
<td>Year 8</td>
<td>1,991.50</td>
<td>11,677.54</td>
<td>13,669.04</td>
</tr>
<tr>
<td>9</td>
<td>Year 9</td>
<td>2,031.75</td>
<td>11,911.09</td>
<td>13,942.84</td>
</tr>
<tr>
<td>10</td>
<td>Year 10</td>
<td>2,073.11</td>
<td>12,149.31</td>
<td>14,222.42</td>
</tr>
</tbody>
</table>

**Grand Total excl. Tax** $ 17,244.85 $ 101,148.86 $ 118,393.71

#### Invoicing Milestones:

The capital costs will be invoiced as follows:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Percentage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>35%</td>
<td>$65,132.55</td>
</tr>
<tr>
<td>Screen Mockups</td>
<td>20%</td>
<td>$37,218.60</td>
</tr>
<tr>
<td>User Acceptance Test</td>
<td>35%</td>
<td>$65,132.55</td>
</tr>
<tr>
<td>Final User Acceptance Test</td>
<td>10%</td>
<td>$18,609.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$186,093.00</td>
</tr>
</tbody>
</table>

Annual Maintenance fees will be added to the extended maintenance contract and invoiced accordingly.

The total not to exceed amount for this proposal is $ 304,486.71.
INIT Contact:
Name: Erica Brown
Position: Sr. Account Manager
Phone: 757-413-9100 x323
Email: ebrown@initusa.com

Signature:

Eric Linxweiler
COO

Roland Staib
President & CEO
Exhibit A

INIT Breakdown:

<table>
<thead>
<tr>
<th>Description</th>
<th>Days</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarification</td>
<td>2</td>
<td>1664.00</td>
<td>$3,328.00</td>
</tr>
<tr>
<td>Development</td>
<td>6</td>
<td>1664.00</td>
<td>$9,984.00</td>
</tr>
<tr>
<td>Testing &amp; Deployment</td>
<td>4</td>
<td>1664.00</td>
<td>$6,656.00</td>
</tr>
<tr>
<td>Project Management</td>
<td>2.8</td>
<td>1520.00</td>
<td>$4,256.00</td>
</tr>
<tr>
<td>System Engineering</td>
<td>8.1</td>
<td>1840.00</td>
<td>$14,904.00</td>
</tr>
</tbody>
</table>
Marathon Breakdown:

<table>
<thead>
<tr>
<th>Description</th>
<th>Days</th>
<th>Rate:</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDRL 12-1 - FDR MIL-29 - Customer - change Reset Password to send token and link</td>
<td>7</td>
<td>1400.00</td>
<td>$9,800.00</td>
</tr>
<tr>
<td>CDRL 12-4 - FDR MIL-15 - Institution - Unblock Institution User/Admin</td>
<td>1</td>
<td>1400.00</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>CDRL 12-4 - FDR MIL-19 - Institution - In shopping cart show Participant Name with product order info</td>
<td>5</td>
<td>1400.00</td>
<td>$7,000.00</td>
</tr>
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<td>5</td>
<td>1400.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>FDR MIL-72: Groups</td>
<td>28</td>
<td>1400.00</td>
<td>$39,200.00</td>
</tr>
<tr>
<td>CDRL 12-4 - FDR MIL-73: Retain Filter - Institution - Manage Cards List Table</td>
<td>5</td>
<td>1400.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>FDR MIL-80: Manage Card Bulk Actions for Multiple Cards</td>
<td>27</td>
<td>1400.00</td>
<td>$37,800.00</td>
</tr>
<tr>
<td>Google Language Selector</td>
<td>12</td>
<td>1400.00</td>
<td>$16,800.00</td>
</tr>
<tr>
<td>SIT Change: Customer - ISDM-181 - Show fare category on customer manage cards page</td>
<td>0.75</td>
<td>1400.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>SIT Change: Customer - ISDM-190 - Test 27 - Customer website total transaction should not exceed $300</td>
<td>2</td>
<td>1400.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>SIT Change: Customer - ISDM-191 - Test 070 - &quot;Account Number&quot; Removed</td>
<td>0.75</td>
<td>1400.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>SIT Change: Customer - ISDM-193 - Test 109- For split payments, need to show amount on each card (&amp; masked PANs)</td>
<td>2</td>
<td>1400.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>SIT Change: Institution - ISDM-198 - Test 43 - Phone number search does not include cell phone numbers</td>
<td>2</td>
<td>1400.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Change UX for block card workflow on Consumer and Institution</td>
<td>0.75</td>
<td>1400.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Change UX for shopping cart - shipping address = billing address</td>
<td>0.75</td>
<td>1400.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Fare Media UX Changes</td>
<td>1.8</td>
<td>1400.00</td>
<td>$2,520.00</td>
</tr>
<tr>
<td>Stored Value and Pretax Shopping Cart Updates</td>
<td>2.75</td>
<td>1400.00</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>Marathon Project Management</td>
<td>5</td>
<td>1520.00</td>
<td>$7,600.00</td>
</tr>
</tbody>
</table>

* Note the difference in the total price is the 1st year warranty built into each line that includes website code change.
Attachment C

Reduced Fares Program Enrollment
Pronto Reduced Fare Website Enrollment

MTS wants riders to have the ability to register for reduced fare online. This document covers the system changes to 1) allow users to apply for reduced fares through the public website, 2) grant selected institutions the ability to designate their participants as reduced fare, and 3) display the reduced fare photo on the DCU and inspection app upon request.

MTS intends to use the Cardholder rider category, as described in CDRL 11-2 and shown in Figure 1, for the management of reduced fare eligibility in the region. This applies to the website functionality described below as well as to those cards issued at the Transit Store.

*Figure 1: Setting the Fare Category*

### 3.2 Fare Category

The transit account, as well as the cardholder can have a fare category assigned. The cardholder fare category can have an optional expiry. This fare category is used when selecting tickets, with the following priority:

1. Card holder fare category (if set and not expired)
2. Transit account fare category (if set)
3. Fallback to Adult (default)

Card holder fare categories are used to temporarily override a fare category for a transit account. The fare category can be changed through this structure for a defined time. E.g. one could turn to disabled for a month because of a broken leg. The system will switch back to the old fare category after that period automatically.

The data model is described in CDRL 7-1 chapter 3.

There will be two paths available to the customer on the public website. These paths have been clarified/refined since the original submission and the corresponding flow diagrams (provided below) modified to be consistent with the descriptions below. In Path 1, the customer requests conversion of a card already in their possession to a reduced fare cardholder category. In Path 2, the customer requests a new personalized reduced fare card. To support all reduced fare cardholders, both the public and institutional websites need to display the **cardholder** rider category and expiration date.

**Website Path 1: User signs up on website, converting an existing Pronto card to a reduced fare card**

1. The user creates a customer account on the consumer website and registers a Pronto card. (No changes to the existing website or APIs.)
2. User presses an “Apply for Reduced fares” button and is asked whether they wish to Convert an Existing Card or Order a New Card. For Path 1, the remaining steps assume Convert an Existing Card has been selected.
3. Cards within the customer’s account are then displayed for selection. This dropdown list should show the Nickname (if assigned) and card number. Note: the website needs to provide adequate messaging to the customer as to what to expect when their card is converted with respect to fare capping status and use of passes in the account. This language will be developed in conjunction with Initi.
4. User selects the type of eligibility (Youth, Senior, SSI/SSDI, DMV Disabled, Medicare, MTS Access, Other California Transit Agency ID, Long Form Approval Letter) for which they are applying. The
website will provide space for descriptions and criteria for each type of eligibility. The types of eligibilities do not match the rider categories exactly as there are multiple ways to get Disabled status so the ‘GET api/FareCategory’ call will not work. We have asked that these categories be defined in MobileVario so that they can be selected via the TOT and the CRM as well to support reduced fares applications processes. Our preference would be for the website to retrieve the eligibility categories from MV instead of hard-coding them in Umbraco. The association of eligibility types to reduced fare rider categories to be defined for the Cardholder rider category is:

<table>
<thead>
<tr>
<th>Cardholder Rider Category</th>
<th>Reduced Fare Eligibility Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth</td>
<td>Youth</td>
</tr>
<tr>
<td>Senior</td>
<td>Senior</td>
</tr>
<tr>
<td>Disabled</td>
<td>SSI/SSDI, DMV Disabled, Medicare, MTS Access, Other CA</td>
</tr>
<tr>
<td></td>
<td>Transit Agency ID, Long Form Approval Letter)</td>
</tr>
</tbody>
</table>

5. User fills out required fields on the webpage (Name, DOB, etc.) and uploads any required documents (Headshot, picture of license, etc.) as required for each type of reduced fare so they can be reviewed by MTS or a third-party service for final approval if required (see step 7). From an API perspective, this would be multiple calls: one POST api/Cardholder to create the cardholder with basic information (Name, DOB etc.), followed by one POST for each picture uploaded (POST api/Cardholders/Image). Finally, a call to link the transit account to the cardholder (POST api/TransitAccounts/CardHolder). The API call to upload more than one image is not currently available in the APIs.

6. Application fee is collected as appropriate through the website.¹ The application fee will be a ‘non transit’ product sold by the website using a POST Sale.²

7. If payment is successful (if payment is not successful, show appropriate error message):
   a. If user applies for an ‘age verification’ fare category like youth or senior:
      i. Website will use an age verification service that automatically verifies the age based on the documents submitted.
      ii. Website will make an API call and update the fare category and the expiration date of the fare category within the cardholder element. The expiration date (e.g. 2 years) defines when the reduced fare category expires, and the card turns back into an adult card if not otherwise extended. Rules for the expiration date design:
         1. This date should be fully configurable by MTS
         2. Incorporate logic that eligibility expires at month’s end, commensurate with the end of the monthly capping period (e.g., 2 years from month end of application date).
         3. Youth eligibility should not extend past the month of the 19th birthday.
         4. If possible, MTS would like a separate configurable date for Senior and Youth.

¹ Customers who cannot pay via the website will be required to apply for reduced fares in person at the Transit Store.
² MTS will need to create two different types of application fees – one for Website Path 1 that does not include the card fee and another for Website Path 2 that includes the card fee.
iii. Website shows the user a message that the fare category was successfully changed. If the age cannot be verified or there are problems with the uploaded photo:
   1. A message should be provided to the customer that their eligibility cannot be verified, and their request has been escalated for further review.
   2. A service request should be generated (see b.i below).

b. If user applied for a fare category that needs manual verification (i.e., any of the disability-related eligibilities):
   i. Website will make an API call to create a service request in the backend system. The service request will contain the card number, photo, eligibility documentation, and a clear description of the request so that a customer service representative can work through the case using the CRM. The representative will then manually change the fare category after review and manually notify the user that the fare category was changed. The service request created should have unique subject field or case type so these requests can be easily identified and tracked in the CRM.
   ii. Website shows user a message that the case is under review and that the user will be notified via email once the review is complete.
   iii. Upon closing of the case, the eligibility documentation (but not the photo) will be purged from the system.

For all steps, space must be provided for basic customer instructions.

Website Path 1 should support both first-time reduced fare applicants and those seeking to extend their reduced fare eligibility.

**Website Path 2: User signs up on website and is mailed a personalized reduced fare Pronto card**

1. The user creates a customer account on the consumer website and registers a Pronto card. (No changes to the existing website or APIs.)
2. User presses an “Apply for Reduced fares” button and is asked whether they wish to Convert an Existing Card or Order a New Card. For Path 2, the remaining steps assume Order a New Card has been selected.
3. User selects the type of eligibility (Youth, Senior, SSI/SSDI, DMV Disabled, Medicare, MTS Access, Other California Transit Agency ID, Long Form Approval Letter) for which they are applying.
4. User fills out required fields on the webpage (Name, DOB, etc.) and uploads any required documents (Headshot, picture of license, etc.) as required for each type of reduced fare so they can be reviewed by MTS or a third party before final approval. From an API perspective, this would be multiple calls: one POST api/Cardholder to create the cardholder with basic information (Name, DOB etc.), followed by one POST for each picture uploaded (POST api/Cardholders/Image)
5. Application fee and card fee are collected as appropriate through the website. From an API perspective, the card fee will be collected in a POST Sale that creates the work item to create the card. Within this POST Sale the Cardholder ID will be submitted so that the link between the cardholder ID and the order is made.
6. Notifies user that the request will be reviewed within a certain period of time (e.g., 2 weeks).
   This language should be editable by MTS.
7. Website will make an API call to create a service request in the backend system.
   a. The service request will contain the card number, photo, eligibility documentation, and a
      clear description of the request so that a customer service representative can work
      through the case using the CRM. The service request created should have unique
      subject field or case type so these requests can be easily identified and tracked in the
      CRM, separately from those created in step 7.b.i above. The service requests need to
      differentiate those requests that just require changing the Cardholder category and
      expiration date from those that need a new card printed and mailed.
   b. If accepted a personalized card is printed, card is mailed, and user is notified via email.
      The email will be manually sent by the customer service representative that executes the
      order.3
   c. If declined cardholder is notified. The email will be manually sent by the customer service
      representative that executes the order. Refund of the application fee will be at the
      discretion of MTS.
   d. Upon closing of the case, the eligibility documentation (but not the photo) will be purged
      from the system.

Institutional website:

MTS will allow select institutions to change the cardholder category of their participants so they may be
granted access to reduced fares. The ability to change the cardholder category should be a configurable
setting by institutional account. If the account is allowed to grant reduced fare eligibility, the
administrator of institutional account should be allowed to create a cardholder (i.e., the participant’s
name) and upload a photo (required and validated using the photo verification service). If possible,
configurability of what cardholder categories each institution can select is preferred to general
permission to change the cardholder category to all available options (perhaps using Salesforce
permissions to uniquely identify available cardholder categories by institution and the Edit_Cardholder
Category permission in MobileVario as currently designed). The expiration date of the reduced fare
cardholder category will be based on an MTS-configurable date in Umbraco. If possible, MTS would like
unique configurable dates for Youth, Senior, and Disabled rider categories. Cardholders created and
converted to reduced fares via this process should be a distinct event or a distinct sales channel, as
appropriate, that can be queried/reported on to monitor and audit this institutional account activity.

Inspection app:

The inspection app needs to be modified to show a “Show Photo” button after inspecting a reduced fare
card, and in the inspection history. If pressed the app would load the cardholder photo associated with
the inspected card. Offline inspection does not need to show the button. If no picture is available for the
card, a respective error message ‘no image available’ will be shown.

3 Business rules for establishing the reduced fare eligibility on the transit account will be determined by MTS but are
expected to be similar to that for age-based qualifications through Website Path 1 with the cardholder rider
category changed and the temporary eligibility date set.
Validation App:

The validation app needs to be modified to show a “Show Photo” button after validating a reduced fare card, and in the validation history. If pressed the app would load the cardholder photo associated with the validated card. Offline validation does not need to show the button. If no picture is available for the card, a respective error message ‘no image available’ will be shown.

DCU:

The DCU needs to be modified to show a “Show Photo” button after a reduced fare card is presented to the validator. If pressed the DCU would load the cardholder photo associated with the card. Offline validation does not need to show the button. If no picture is available for the card, a respective error message ‘no image available’ will be shown.

Virtual Card:

The mobile app does not need to allow users to request reduced fare virtual cards, this will all happen through the website. To get a reduced fare virtual card a user would provision a virtual card using the mobile app, then use the website to convert it to a virtual card using Path 1.
User is asked –
Convert an existing
card or Order new
card?

Convert (Path 1)
Request New Personalized Card (Path 2)

User is asked to fill
out a web form
(Name, DOB, etc.)

Cardholder rider category
is converted to reduced
fare as selected above
and cardholder rider
category expiration date is
set for configurable period
time (see scope for
expiration date rules)

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Website informs
customer of
approval and
provides additional
information (to be
defined)

Include instructions/information
for long form applicant
(doctor’s approval) that
has not yet
submitted a
long form
application

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Message displayed
to customer that
eligibility could not
be verified and that
request has been
escalated for
further review

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Work item is created
for MTS to review
application and 1) set
the cardholder rider
category and expiration
date, or 2) deny
request, and 3) notify
customer via e-mail of
customer
outcome.

Work item is created
for MTS to review
application and 1) set
the cardholder rider
category and expiration
date, or 2) print card
or 3) deny request, and
4) notify customer via
e-mail of outcome.

Website prompts
customer for and
collects application
fee plus card
product (product to
be defined as a
Shop product in the
Tariff)

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Website informs
customer of
approval and
provides additional
information (to be
defined)

Include instructions/information
for long form applicant
(doctor’s approval) that
has not yet
submitted a
long form
application

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Work item is created
for MTS to review
application and 1) set
the cardholder rider
category and expiration
date, or 2) deny
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customer
outcome.

Work item is created
for MTS to review
application and 1) set
the cardholder rider
category and expiration
date, or 2) print card
or 3) deny request, and
4) notify customer via
e-mail of outcome.

Message displayed
to customer that
eligibility could not
be verified and that
request has been
escalated for
further review

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Website prompts
customer for and
collects application
fee plus card
product (product to
be defined as a
Shop product in the
Tariff)

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Website informs
customer of
approval and
provides additional
information (to be
defined)

Include instructions/information
for long form applicant
(doctor’s approval) that
has not yet
submitted a
long form
application

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Work item is created
for MTS to review
application and 1) set
the cardholder rider
category and expiration
date, or 2) deny
request, and 3) notify
customer via e-mail of
outcome.

Work item is created
for MTS to review
application and 1) set
the cardholder rider
category and expiration
date, or 2) print card
or 3) deny request, and
4) notify customer via
e-mail of outcome.

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)

Website prompts
customer for and
collects application
fee (application fee
product to be
defined as a Shop
product in the
Tariff)
User signs onto institutional website

Is this institution allowed to provide reduced fare? (institution type)

Institutional website user approves user for reduced fare

User creates a new participant and presses reduced fare button

User is prompted to enter type of reduced fare, and upload a photo

Does this institution print photo cards?

User assigns rider to a card and give the card to the rider.

User prints a photo card, assigns it to the rider and gives the card to the rider.

Technical note for INIT: A cardholder is created and linked to the participant using a participant field (Identifier?)

Only if desired by MTS at some point, not an element of design but of procedure.
San Diego – Reduced Fares Program Enrollment

Customer: San Diego MTS
Prepared by: Erica Brown
Proposal #: 2020-324-03
Date: 2/10/2021
Validity: 60 Days

Warranty: 1 Year from System Acceptance
Delivery: Estimated Q4 2021
Invoicing
Milestones: See Below

Existing Contract G2091.0-18 Terms & Conditions apply

Description:
MTS has defined three (3) different Fare Categories - Adult, Senior/Disabled/Medical (SDM) and Youth. The reduced fare categories (i.e., SDM and Youth) require an eligibility check, which means that the cardholder must prove their eligibility for the given fare category. The original contract scope is based on the assumption that this check would be done face-to-face by customer service agents, but MTS has now requested the ability to enable the enrollment through the Customer Website and CRM Tool.

Solution:
The proposed solution covers the following use cases that will be initiated on the Customer Website:
- Change existing Adult card to Youth
- Order a new Youth card on the website
- Change Existing Adult Card to SDM
- Order a new SDM card on the website
- Renew an SDM card on the website

SDM is a consolidated fare category of Senior, Disabled and Medicare. The SDM fare category can have the following different kinds of eligibility type checks:
- Senior (denotes the age-based qualification within the SDM rider type)
- SSI/SSDI
- DMV Disabled
- Medicare
- MTS Access
- Other CA Transit Agency ID
- Long Form Approval Letter

INIT will customize the API client to know which eligibility check is required for each of the Eligibility Types (for example age for EligibilityType “Senior” and a scanned document for Medicare).

<table>
<thead>
<tr>
<th>Fare Category</th>
<th>EligibilityType (new API field)</th>
<th>Eligibility Check</th>
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</thead>
<tbody>
<tr>
<td>Adult</td>
<td>N/A</td>
<td>none</td>
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<tr>
<td>SDM</td>
<td>Senior</td>
<td>Age/Website</td>
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<td>SSI/SSDI</td>
<td>Document/CRM</td>
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<tr>
<td></td>
<td>DMV Disabled</td>
<td>Document/CRM</td>
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<td></td>
<td>Medicare</td>
<td>Document/CRM</td>
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<td>MTS Access</td>
<td>Document/CRM</td>
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<td></td>
<td>Other CA Transit Agency ID</td>
<td>Document/CRM</td>
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<tr>
<td></td>
<td>Long Form Approval Letter</td>
<td>Document/CRM</td>
</tr>
<tr>
<td>Youth</td>
<td>Youth</td>
<td>Age/Website</td>
</tr>
</tbody>
</table>
The fare categories of Youth and SDM with eligibility type “Senior” are dependent on the card holders’ age. With this enhancement, the age is verified synchronously by the PRONTO Website by using a 3rd party service that evaluates the uploaded documents/forms and synchronously returns a result. INIT APIs are not involved in the synchronous eligibility checks. The documents will be purged/deleted from the system after the eligibility check is complete. Orders where the eligibility is checked with the verification service do not contain any additional eligibility checking steps.

Other SDM eligibility types are verified asynchronously and manually by the Agency CRM users by using a document that was uploaded by the cardholder. The website uploads the eligibility documents of the card holder via INIT APIs and creates an order via the Sales API. The documents will be uploaded using a new REST API endpoint in the Cardholder API (the api/Cardholder/Image cannot be used for this as this endpoint is dedicated for the headshot which is presented on personalized cards). After upload, the card order is set to state 9 (manual check) after which the CRM user will verify the documents. Once the decision is made, the CRM will make an API call to approve the case so that it can be fulfilled using the Order Fulfillment Tool or the CRM will make the adjustments to the cardholder (change the fare category).

The fare category eligibility type will be stored in MOBILEvario as a field to the transit account or cardholder information. The value can only be set on the customer website. Available EligibilityType(s) for a given FareCategory can be fetched from the FareCategory API (a new REST API endpoint created for this enhancement). EligibilityType does not have a functional meaning in MOBILEvario. It is a value that can be used by API clients to decide which eligibility check will be used. The EligibilityType definitions are managed by INIT. If new Eligibility types are needed in the future, this will require configuration effort from INIT.

Note: The proposal does not contain any changes to reporting due to the new field for transit accounts. The value EligibilityType will be available for future reports or report changes.

The Agency can configure the maximum validity time (i.e., expiration date) for non-personalized reduced fare media in the Website content management system (Umbraco). MOBILEvario does not validate the expiration time or date. Disabling the ability to accept the Website as a path for registration, renewal, etc. is a configuration option managed with the CMS (i.e., configuration parameter to enable converting existing fare media). The MOBILEvario APIs cannot be disabled to accept this.

The Marathon Website Development includes:

1. Create basic Reduced Fare Request page. Includes common elements like headshot, name, DOB, etc.
2. Create Reduced Fare Request form for youth and seniors. Includes Photo and ID upload.
3. Create Reduced Fare Request form for SSI or SSDI. Includes award letter date, BNC number, reference number, and image of award letter.
4. Create Reduced Fare Request form for DMV disabled. Includes DMV placard number and image of placard.
5. Create Reduced Fare Request form for MTS access. Includes Certification expiration date, and photo of Access certification.
6. Create Reduced Fare Request form for NCTD or Other California Transit Agency Disabled ID. Includes image of Medicare card.
7. Create Reduced Fare Request form for Medicare. Includes photo of transit ID.
8. Validate image using 3rd party service.
9. Create cardholder record.
10. Capture user selection of a new card OR to convert card: show available cards and capture the card user selects.
11. Create shopping cart item for application fee.
13. If selected fare type is Youth or Senior - validate collected data with 3rd party service.
14. If age validation passes then set reduced fare type and expiration date.
15. Create a service request to create card and mail to user.
16. If selected fare type is Other (not youth or senior) then create service request for manual review.
17. Show success, failure or message that the user will receive notification in 2 weeks as required.
18. Provide the ability to configure standard and photo card expiration timeframe.

Renewing an SDM status uses the same flow as changing an existing Adult card to SDM. The two procedures will be presented as two separate procedures on the website. Marathon will:

1. Create basic Reduced Fare Renew page. Includes common elements like headshot, name, DOB, etc. (2-11. Steps the same as above.)
12. Process application (renewal) fee payment.
13. Show renewal specific success or failure messages as required.
14. Provide the ability to configure standard and photo card expiration timeframe.

Institutional Website

MTS has also asked for the possibility for institutions to purchase reduced fare category fare media. The CRM users need to define in the institution account configuration which fare categories are allowed. New attribute “AllowedFareCategories” will be added to InstitutionAccount. This attribute will contain a list which indicates which fare categories are allowed to be sold/managed by the institution. The value can be set in CRM (Salesforce). The solution is delivered with the described “AllowedFareCategories” attribute or another functionality that meets the intent of the requirement.

The proposed functionality enables the institutions to purchase the reduced fare media. It is however not possible to manage or change the fare media category with bulk processing. Fare category of existing cards cannot be changed.

The Marathon Website Development for the Institutional Website SOW includes:

1. Determine if Institution can process reduced fare requests
2. Create Reduced Fare Request page.
3. Create Reduced Fare Request form. The form fields change based on the type of Reduced Fare requested.
4. Create file upload for Reduced Fare form.
5. Create image upload for Reduced Fare form.
6. Create cardholder record.
7. Provide the ability to configure standard and photo card expiration timeframe.

TOUCHit3/DCU Screen Changes

INIT will provide a button on the TOUCHit3 (on the Transaction screen) to present the picture of a cardholder on request. The GUI will be customized to load and show pictures on demand. The picture is available over the MOBILEvario API (Cardholder API). TOUCHit3, which is directly connected to the vehicle router, connects to the MOBILEvario APIs without interaction with PROXmobil3. INIT assumes the vehicle router is configured in such a way that the TOUCHit3 can access the MOBILEvarioAPIs. This is the responsibility of MTS.

Fetching the cardholder image needs to be done with 2 REST calls. First, the FareMediaID needs to be converted to a transit account ID. The Transit Account ID can then be used to fetch the cardholder image binary. The image
must be in PNG format with 320x320 pixel resolution. The image is presented unscaled on the TOUCHit3 display (height 480 pixels). The device cannot scale pictures to the right resolution, so the required format is the responsibility of the back office. The image is normally 100kB-200kB of size.

**Inspection and Validation Apps**

The apps will be customized to allow the display of the cardholder picture using a Show Photo button.

**Customer Responsibilities:**

Fare Category expiration will be set by the CRM user. The expiration rules need to be managed outside the MOBILEvario system. This means that the Agency needs to clarify with the CRM users (employees) the rules and settings necessary to set the expiration for any given category or scenario. After the fare category expiration, the card will automatically switch to the Adult fare category.

**Capital Costs:**

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**GRAND TOTAL excl. Tax**: $248,508.67
### Item Description

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### Invoicing Milestones:

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**Total:** $530,374.00

Annual Maintenance fees will be added to the extended maintenance contract and invoiced accordingly. 3rd Party Age Verification Services and Image Filtering will be billed directly as occurred.

The total not to exceed amount for this proposal is a fixed cost of $778,882.67 plus estimated annual variable costs for 10 years in the amount of $391,600 for a total NTE of $1,170,482.67.

### INIT Contact:

Name: Erica Brown  
Position: Sr. Account Manager  
Phone: 757-413-9100 x323  
Email: ebrown@initusa.com

---

Signature: Eric Linxweiler  
COO

Signature: Roland Staib  
CEO
Attachment D

Driver Control Unit Screen Flow Changes
San Diego – DCU Screen Flow Changes

Customer: San Diego MTS
Prepared by: Eddie Estrada
Proposal #: 2020-646-03
Date: 12/18/2020
Validity: 90 Days

Warranty: 1 Year
Delivery: Estimated after receipt of change order
Invoicing: See Below
Milestones: Existing Contract G2091.0-18 Terms & Conditions apply

Description:
MTS has requested a proposal to change their DCU screen to allow drivers to specify the tally type for passengers that pay by cash. Currently they have no way of tracking tally counts for cash fares because there is no interface with the GFI fare boxes. It also allows MTS to reconcile against GFI reports.

Solution:
Since there will be no interface with the Genfare Farebox, INIT shall provide a tally specific function, for the counting of issued tickets per ticket type, and for reporting purposes. INIT will implement the below screen layout. Any changes to this screen layout will require a separate order.

4 tally buttons will be added to the “Last tap screen” as “quick buttons” for ticket entering (See Figure 1)

![Figure 1 Last tap screen](image)

A Tally screen will be available, that can be opened by a touch on the “Tally” button.
After a tap on the “Tally button”, the “Tally screen” opens (see Figure 2). The first 4 tally buttons in this list would be the same as the ‘quick buttons’ from the ‘Last Tap’ screen. There can be 8 other buttons available for future use. The button text can be configured in the Tariff Management (TM).
If the text (configurable in TM) of the buttons is blank, then the button will not be shown.
If the tally button is pressed, a tap on the validator will not automatically make the DCU jump to the ‘Last Tap’ screen. The tally screen will time out and go back to the ‘Last Tap’ screen if no button press happens for 30 seconds.

Tally data will have all info appended that normal transactions have (e.g. device number, stop number, route). Within the INIT system, the tally buttons will create transactions that do not have a dollar value attached. This will allow the agencies to query the quantity of tally button presses (e.g. 18 Adult Cash on vehicle x) but not the dollar amount for report purposes.

The number of all tally button presses will be shown in a report in the data warehouse. The report will not be linked with the fare transactions accounted by the Genfare Farebox.

Please Note:
- The “tally” function will only be maintained in the INIT system and not forwarded to the farebox or Genfare system.
- Within the INIT system, the tally buttons will create transactions that do not have a dollar value attached.
- The farebox requires the “fare set information” from the CAD/AVL system. Currently this information is not part of the interface between INIT and the CAD/AVL. INIT assumes that MTS and the CAD/AVL supplier will extend the interface by this information.
- The operator can enter his operator ID manually on the TOUCHit3. INIT will not do any verification of the ID. The usage of operator smartcards is not supported by the system.
- Monitoring of farebox status is not included in this offer.
- The offered report only displays the tally button presses.
Scope of Work:
This proposal includes:

- **Software**
  - Customization of GUI on various driver screens as shown on figures 1 & 2
  - New MOBILEvario report for tally button presses

- **Services**
  - Project Management for additional work over the original scope
  - System Engineering for additional work over the original scope
  - Installation and configuration

Benefits:
The tally buttons will allow the driver the flexibility to log cash transactions. This in turn will allow the agencies the ability to query the quantity of cash fares by Tally Type.

Customer Responsibilities:
MTS will be responsible for training drivers how to use the new Tally Buttons.

Pricing:

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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<th>Price total USD</th>
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<td><strong>$ 66,960.00</strong></td>
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Proposal is valid only in its entirety.
**Additional Maintenance Costs:**
The following Annual Maintenance fees will be added to the extended maintenance contract and invoiced accordingly.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
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**Invoicing Milestone:**

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<td>Screen Mockups</td>
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<td>Final User Acceptance Test</td>
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</table>
INIT Contact:
Name: Eddie Estrada
Position: Account Manager
Phone: 757-413-9100 x464
Email: eestrada@initusa.com

Signature:

Julie Allison
Account Management Director

Eric Linxweiler
COO
Attachment E

SAGE Operator Separation
San Diego MTS – SAGE Operator Separation

Customer: SDMITS
Requested by: Israel Maldonado
Prepared by: Eddie Estrada
Proposal #: 2020-728-02
Date: February 4, 2021
Validity: 90 days

Warranty: 1 Year
Delivery: Estimated after receipt of change order
Invoicing
Milestones: See below

Existing Contract G2091.0-18 Terms & Conditions apply

Request:
MTS is requesting a change to the current export to Sage (financial software) so that MTS and NCTD can individually reconcile card payments from transactions at the Ticket Vending Machines (TVMs) and Ticket Office Terminals (TOTs).

Solution Description:
INIT will configure the export of reconciled credit card payments to Sage, so that the payments are summarized and grouped by agency.

1. An exported batch in Sage will have multiple entries. One per Agency and Sales Channel Combination. Sales Channels that are shared over the region will still have only one entry. Each entry will then have one detail record, containing the actual General Ledger (GL) entries. The reconciled payment export will credit cash in transit accounts, and debit agency specific cash accounts.

2. INIT will change the Accounting Configuration application to allow the configuration of GL accounts for the export of reconciled credit card payments per agency and sales channel.
3. INIT will configure Sage and the Accounting export according to the Agency defined GL accounts that would move reconciled payments to a cash account.
4. INIT will update the Reconciled Payments view in MOBILEvario Revenue Management to allow the Agency to group and filter by the agency identifier.
5. INIT will update the FDR version of the CDRL to reflect this change.
6. INIT will deploy the updated application to the SDMTS test and production system.

### Table 1

<table>
<thead>
<tr>
<th>BATCH DETAILS</th>
<th>TVM NCTD</th>
<th>TVM MTS</th>
<th>Customer Website</th>
<th>TOT NCTD</th>
<th>TOT MTS</th>
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<td>GL Accounts</td>
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<td>Credit</td>
<td>Debit</td>
<td>Debit</td>
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<td>Cash in Transit – TVM MTS Bank Cards</td>
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<td></td>
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<td>Cash in Transit – Customer Website Bank Cards</td>
<td>Cash in Transit – Region</td>
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<td>Credit</td>
<td>Debit</td>
<td>Debit</td>
<td>Credit</td>
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<td>Cash in MTS</td>
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<td>Debit</td>
<td>Debit</td>
<td>Debit</td>
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</tbody>
</table>

Proposal is valid only in its entirety.
Scope of Work:
This proposal includes:
- Software
  o Customization of MOBILEvario as detailed above
- Services
  o Project Management for additional work over the original scope
  o System Engineering for additional work over the original scope

Benefits:
This change will allow MTS and NTCD to reconcile their own card present transactions. With TVMs and TOTs assigned to different operators, this new configuration would provide the region with the most efficient setup to ensure adequate reconciliation.

Customer Responsibilities:
- Update chart of accounts

Pricing:

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price per unit USD</th>
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<td><strong>GRAND TOTAL excl. Tax:</strong></td>
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<td><strong>$21,280.00</strong></td>
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</table>

Additional Maintenance Costs:
The following Annual Maintenance fees will be added to the extended maintenance contract and invoiced accordingly.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price per unit USD</th>
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Proposal is valid only in its entirety.
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<td>Backoffice Software Maintenance - Year 10</td>
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**Payment Milestone:**

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<tr>
<td>User Acceptance</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$21,280.00</strong></td>
</tr>
</tbody>
</table>

**INIT contact:**

Name: Eddie Estrada
Position: Account Manager
Phone: 757-413-9100 x464
Email: eestrada@initusa.com

**Signature:**

Julie Allison  
Account Management Director

Eric Linxweiler  
COO

Proposal is valid only in its entirety.
Attachment F

Customer Relationship Module (CRM) Payment Integration with Enghouse
San Diego MTS – CRM Payment Integration with Enghouse

Customer: MTS
Requested by: Israel Maldonado
Prepared by: Eddie Estrada
Proposal #: 2020-718-01
Date: January 6, 2021
Validity: 90 days

Warranty: 1 Year
Delivery: TBD after receipt of change order
Invoicing
Milestones: See Below

Existing Contract G2091.0-18 Terms & Conditions apply

Description:
San Diego MTS wants to connect the Salesforce CRM system with an Enghouse IVR system, so that customers can make a credit card payment using their telephone keypad. This is done to alleviate PCI concerns.

Scope of Work:
INIT’s subcontractor MTX will make the following changes to the existing Salesforce CRM instance:
- Add a function to hand-off the collection of credit card details to the agency provided telephony system wherever the current system allows entering the credit card information
- MTX will make a specific call that includes an identifier to the Enghouse system to initiate the collection of credit card data
- Enghouse will then perform a NMI/collect.js token request. The token needs to be in the same format than the token requested by the website and other INIT clients used in the system.
- Once the payment token is received, Enghouse will send the token, together with the identifier that was send by MTX, back to the Salesforce system
- MTX/Salesforce will then complete the request by providing the respective payment token to the INIT APIs

INIT will provide Project Management and System Engineering support for the implementation of this change.

Benefits:
By providing a CRM integration with MTS’s Enghouse IVR system, MTS customers will have the benefit of making over-the-phone payments.

Customer Responsibilities:
The Enghouse system will be procured directly by MTS.

Assumptions:
If required, Address Verification Service (AVS) will be performed by the Enghouse system. MTX will not be able to send the necessary data (e.g. invoice address) to Enghouse if the information is not in the Salesforce system.
Price:

<table>
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<tr>
<th>Item</th>
<th>Description</th>
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Invoicing Milestone:

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<tr>
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<td><strong>$40,499.20</strong></td>
</tr>
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INIT contact:

Name: Eddie Estrada
Position: Account Manager
Phone: 757-413-9100 x464
Email: eestrada@initusa.com

Signature:

Julie Allison  
Account Management Director  

Eric Linxweiler  
COO
Attachment G

Fare Media Credit
February 8, 2021

Mr. Israel Maldonado  
Fare Systems Administrator  
San Diego Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, California 92101-7490  

Via e-mail: Israel.Maldonado@sdmts.com

Re: Fare Media Order Changes

Dear Mr. Maldonado,

As per San Diego Metropolitan Transit System’s (SDMTS’s) request, INIT is ordering fare media quantities as indicated in the attached spreadsheet. INIT agrees to apply the fare media change order credit indicated in the attachment towards future change orders. We request that the credit be fully applied to change orders prior to the end of the pilot phase (to avoid having an unused credit towards the end of the project). Any additional orders of fare media, other than the ones indicated in the Attachment, will be subject to delivery timelines at the time of order.

Sincerely,

Shahir Popatia  
Project Manager / Systems Engineer

Date: February 8, 2021

Acknowledged and agreed to by

Israel Maldonado  
Fare System Administrator

Date: ________________

cc Roland Staib – President & CEO  
Linda Keith – CFO  
Julie Allison – Director, Account Management  
Erica Brown – Senior Account Manager  
Eddie Estrada – Account Manager

cc Sharon Cooney – CEO  
Rob Schupp – Director of Marketing

Attachment
### Assumptions/Questions

- Pronto with Retail Barcode, Scratch Off PIN and Sticker (All Other Sales Channels)
- Pronto without Scratch Off PIN and Sticker
- Personalized Pronto without PIN and Sticker
- EU Employee Card (no PIN, no Sticker)
- EU-砑
- Plate Fee (New Design)
- Storage

### Unit Price

- EU Card Media
- Limited Use

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<th>Media Type</th>
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### Credit Contract Value

- $2,526,000
- $837,720.00

### Additional Receipt Paper

- Additional Receipt Paper (213 rolls to be provided by Init through proposal's contractual budget)

### Total Cost

- $2,526,000
- $837,720.00

### Total Cost by Media Type

- EU Card Media: $345,600
- Limited Use: $345,600

### Tax

- $64,923.30

### Total

- $902,643.30
Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

March 11, 2021

SUBJECT:

BUILDING C SECURITY RESTROOM & LOCKER ROOM REHABILITATION – WORK ORDER AGREEMENT

AGENDA ITEM & ATTACHMENT WILL BE PROVIDED WITH BOARD MATERIALS
SUBJECT:

ENGINE TRANSMISSION OVERHAUL & CUMMINS PARTS – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. Nos. B0719.0-21 to Harbor Diesel and Equipment (Group I), B0727.0-21 to Cummins, Inc. (Group II), and B0728.0-21 to Cummins, Inc., B0729.0-21 to Aftermarket Parts, and B0730.0-21 to Muncie Transit Supply (Group III) (in substantially the same formats at Attachments B through F) for Engine Transmission Overhaul and Cummins Parts for five (5) years for a total amount of $12,458,722.24.

Budget Impact

The total budget for this project shall not exceed $12,458,722.24. This project is funded by the San Diego Transit Corporation (SDTC) Maintenance Department Operations Budget 311014-537100. The cost of each group is broken down as follows:

<table>
<thead>
<tr>
<th>Group</th>
<th>Years 1-5 Not-to-Exceed Total</th>
<th>Total Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I</td>
<td>$2,666,755.39</td>
<td>$12,458,722.24</td>
</tr>
<tr>
<td>Group II</td>
<td>$4,928,360.06</td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td>$4,863,606.79</td>
<td></td>
</tr>
</tbody>
</table>

DISCUSSION:

MTS Bus Operations requires contractors to provide engine overhaul and transmission rebuilds for the internally operated and contracted bus services. These engines and transmissions are required to properly operate MTS buses in regular transit service on a day to day basis. The ability to quickly and efficiently have the engines and transmissions overhauled is an essential service to keep buses on the road. MTS also requires a full two-year warranty on the overhauled engines and transmissions which benefits MTS. The current contract ends April 30, 2021.
The various replacement bus parts under this procurement are a critical element of that program. These replacement parts will allow the maintenance staff the ability to adequately maintain MTS’s buses and continue to provide safe and reliable public transit service.

An Invitation for Bids (IFB) to provide engine and transmission overhauls, as well as Cummins parts for buses was issued on October 16, 2020.

In order to maximize competition, and give small businesses an opportunity to bid on the IFB, MTS divided the IFB into three (3) groups. Group I and II bidders had the option of bidding on one or any combination of the two groups. Group III bidders were allowed to bid on any line items for all years. The contract term date is June 1, 2021 to April 30, 2026.

The groups are as follows:

1. **Group I**: Rebuilt ZF Ecomat & Ecolife Transmissions
2. **Group II**: Cummins In-Frame Engine Overhauls
3. **Group III**: Cummins Parts (This was awarded based on the lowest extended cost for each line item for all five years)

On December 10, 2020, four (4) bids were received from:

1. Cummins Inc. (Group II & III)
2. Aftermarket Parts (Group III)
3. Harbor Diesel & Equipment (Group I)
4. Muncie Reclamation and Supply, dba Muncie Transit Supply

After the evaluation of all bids, the lowest responsive, responsible bidder for each group is as follows: Harbor Diesel for Group I, Cummins, Inc. for Group II, and Cummins, Inc., Aftermarket Parts, and Muncie Transit for Group III.

Based on the comparisons between MTS’s Independent Cost Estimate (ICE) and the lowest bidder’s amounts, MTS’s cost savings are shown below:

<table>
<thead>
<tr>
<th>GROUP</th>
<th>BIDDER NAME</th>
<th>BID AMOUNT</th>
<th>INDEPENDENT COST ESTIMATE</th>
<th>MTS SAVINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I</td>
<td>Harbor Diesel</td>
<td>$2,666,755.39</td>
<td>$2,874,928.94</td>
<td>$208,173.55</td>
</tr>
<tr>
<td>Group II</td>
<td>Cummins Inc</td>
<td>$4,951,229.48</td>
<td>$5,286,639.60</td>
<td>$335,410.12</td>
</tr>
<tr>
<td>Group III</td>
<td>Cummins Inc</td>
<td>$4,338,569.57</td>
<td>$4,037,628.45</td>
<td>-$300,941.12</td>
</tr>
<tr>
<td>Group III</td>
<td>Aftermarket Parts</td>
<td>$361,680.01</td>
<td>$481,829.43</td>
<td>$120,149.42</td>
</tr>
<tr>
<td>Group III</td>
<td>Muncie Transit</td>
<td>$163,357.21</td>
<td>$150,189.15</td>
<td>-$13,168.06</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>$12,481,591.66</td>
<td>$12,831,215.57</td>
<td>$349,623.91</td>
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</table>
Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. Nos. B0719.0-21 to Harbor Diesel and Equipment (Group I), B0727.0-21 to Cummins, Inc. (Group II), and B0728.0-21 to Cummins, Inc., B0729.0-21 to Aftermarket Parts, and B0730.0-21 to Muncie Transit Supply (Group III) for Engine Transmission Overhaul and Cummins Parts for five (5) years for a total amount of $12,458,722.24.

/is/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments:  
A. Bid Summary (Group I-III)  
B. Draft Agreement No. B0719.0-21  
C. Draft Agreement No. B0727.0-21  
D. Draft Agreement No. B0728.0-21  
E. Draft Agreement No. B0729.0-21  
F. Draft Agreement No. B0730.0-21
EXHIBIT A

GROUP I

REBUILT ZF ECOMAT & ECOLIFE TRANSMISSIONS

Year 1: January 1, 2021 - December 31, 2021

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NOT TO EXCEED PRICE</th>
<th>EXT. NOT TO EXCEED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soft Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>12</td>
<td>$9,980.00</td>
<td>$119,760.00</td>
</tr>
<tr>
<td>2</td>
<td>Hard Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>3</td>
<td>$19,900.00</td>
<td>$59,700.00</td>
</tr>
<tr>
<td>3</td>
<td>Soft Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>31</td>
<td>$11,125.00</td>
<td>$344,875.00</td>
</tr>
<tr>
<td>4</td>
<td>Hard Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>6</td>
<td>$19,360.00</td>
<td>$116,160.00</td>
</tr>
</tbody>
</table>

Subtotal: $640,495.00

CA Sales Tax of 7.75% $49,638.36

Shipping and Handling (if applicable) $-  

ZF Transmission Rebuild Total Amount for Year One $690,133.36

Year 2: January 1, 2022 - December 31, 2022

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NOT TO EXCEED PRICE</th>
<th>EXT. NOT TO EXCEED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soft Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>25</td>
<td>$10,080.00</td>
<td>$252,000.00</td>
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<td>2</td>
<td>Hard Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>5</td>
<td>$19,900.00</td>
<td>$99,500.00</td>
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<tr>
<td>3</td>
<td>Soft Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>17</td>
<td>$11,236.00</td>
<td>$191,012.00</td>
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<tr>
<td>4</td>
<td>Hard Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>4</td>
<td>$19,560.00</td>
<td>$78,240.00</td>
</tr>
</tbody>
</table>

Subtotal: $620,752.00

CA Sales Tax of 7.75% $48,108.28

Shipping and Handling (if applicable) $-  

ZF Transmission Rebuild Total Amount for Year Two $668,860.28

Year 3: January 1, 2023 - December 31, 2023

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NOT TO EXCEED PRICE</th>
<th>EXT. NOT TO EXCEED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soft Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>35</td>
<td>$10,688.00</td>
<td>$374,080.00</td>
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<tr>
<td>2</td>
<td>Hard Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>8</td>
<td>$19,980.00</td>
<td>$159,840.00</td>
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<tr>
<td>3</td>
<td>Soft Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>2</td>
<td>$11,350.00</td>
<td>$22,700.00</td>
</tr>
<tr>
<td>4</td>
<td>Hard Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>1</td>
<td>$19,980.00</td>
<td>$19,980.00</td>
</tr>
</tbody>
</table>

Subtotal: $576,600.00

CA Sales Tax of 7.75% $44,686.50

Shipping and Handling (if applicable) $-  

ZF Transmission Rebuild Total Amount for Year Three $621,286.50

Year 4: January 1, 2024 - December 31, 2024

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NOT TO EXCEED PRICE</th>
<th>EXT. NOT TO EXCEED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soft Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>10</td>
<td>$10,900.00</td>
<td>$109,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Hard Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>3</td>
<td>$20,600.00</td>
<td>$61,800.00</td>
</tr>
<tr>
<td>3</td>
<td>Soft Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>0</td>
<td>$11,680.00</td>
<td>$-</td>
</tr>
<tr>
<td>4</td>
<td>Hard Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>1</td>
<td>$21,080.00</td>
<td>$21,080.00</td>
</tr>
</tbody>
</table>

Subtotal: $191,880.00

CA Sales Tax of 7.75% $14,870.70

Shipping and Handling (if applicable) $-  

ZF Transmission Rebuild Total Amount for Year Four $206,750.70
### Year 5: January 1, 2025 - December 31, 2025

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>NOT TO EXCEED PRICE</th>
<th>EXT. NOT TO EXCEED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Soft Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>28</td>
<td>$11,280.00</td>
<td>$315,840.00</td>
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<tr>
<td>2</td>
<td>Hard Rebuild</td>
<td>ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS</td>
<td>5</td>
<td>$21,280.00</td>
<td>$106,400.00</td>
</tr>
<tr>
<td>3</td>
<td>Soft Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>0</td>
<td>$11,980.00</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Hard Rebuild</td>
<td>Ecomat 6HP594 TRANSMISSIONS</td>
<td>1</td>
<td>$22,980.00</td>
<td>$22,980.00</td>
</tr>
</tbody>
</table>

Subtotal: $445,220.00  
CA Sales Tax of 7.75% $34,504.55  
Shipping and Handling (if applicable) $ -  

**ZF Transmission Rebuild Total Amount for Year Five** $479,724.55

### Total Year 5: January 1, 2025 - December 31, 2025

**Grand Totals - Basis of Award** $2,666,755.39
### Year 1: January 1, 2021 - December 31, 2021

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic Overhaul</td>
<td>Cummins ISL G 8.9L CNGs</td>
<td>34</td>
<td>$17,333.13</td>
<td>$589,326.42</td>
</tr>
<tr>
<td>2</td>
<td>Overhaul A</td>
<td>Cummins ISL G 8.9L CNG In-Frame + Crankshaft</td>
<td>2</td>
<td>$21,886.81</td>
<td>$43,773.62</td>
</tr>
<tr>
<td>3</td>
<td>Overhaul B</td>
<td>Cummins ISL G 8.9L CNG In-Frame + Camshaft</td>
<td>2</td>
<td>$18,248.92</td>
<td>$36,497.84</td>
</tr>
<tr>
<td>4</td>
<td>Overhaul C</td>
<td>Cummins ISL G 8.9L CNG In-Frame Light</td>
<td>30</td>
<td>$9,806.52</td>
<td>$294,195.60</td>
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<tr>
<td>5</td>
<td>Basic Overhaul</td>
<td>Cummins ISL G 8.9L NZ</td>
<td>2</td>
<td>$20,292.09</td>
<td>$40,584.18</td>
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<tr>
<td>6</td>
<td>Overhaul A</td>
<td>Cummins ISL G 8.9L NZ In-Frame + Crankshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7</td>
<td>Overhaul B</td>
<td>Cummins ISL G 8.9L NZ In-Frame + Camshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>Overhaul C</td>
<td>Cummins ISL G 8.9L NZ In-Frame Light</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>9</td>
<td>Basic Overhaul</td>
<td>Cummins L9N</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>10</td>
<td>Overhaul A</td>
<td>Cummins L9N In-Frame + Crankshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>11</td>
<td>Overhaul B</td>
<td>Cummins L9N In-Frame + Camshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12</td>
<td>Overhaul C</td>
<td>Cummins L9N In-Frame Light</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>13</td>
<td>Basic Overhaul</td>
<td>Cummins ISX 12N</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14</td>
<td>Overhaul A</td>
<td>Cummins ISX 12N In-Frame + Crankshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>15</td>
<td>Overhaul B</td>
<td>Cummins ISX 12N In-Frame + Camshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>Overhaul C</td>
<td>Cummins ISX 12N In-Frame Light</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**CUMMINS Engine OH Total Amount for Year One**: $1,087,238.82

### Year 2: January 1, 2022 - December 31, 2022

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic Overhaul</td>
<td>Cummins ISL G 8.9L CNGs</td>
<td>30</td>
<td>$17,688.12</td>
<td>$530,643.72</td>
</tr>
<tr>
<td>2</td>
<td>Overhaul A</td>
<td>Cummins ISL G 8.9L CNG In-Frame + Crankshaft</td>
<td>2</td>
<td>$22,299.21</td>
<td>$44,598.43</td>
</tr>
<tr>
<td>3</td>
<td>Overhaul B</td>
<td>Cummins ISL G 8.9L CNG In-Frame + Camshaft</td>
<td>2</td>
<td>$18,631.39</td>
<td>$37,262.78</td>
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<tr>
<td>4</td>
<td>Overhaul C</td>
<td>Cummins ISL G 8.9L CNG In-Frame Light</td>
<td>24</td>
<td>$9,987.72</td>
<td>$239,249.17</td>
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<td>3</td>
<td>$20,735.85</td>
<td>$62,107.56</td>
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<tr>
<td>6</td>
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<td>Cummins ISL G 8.9L NZ In-Frame + Crankshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>7</td>
<td>Overhaul B</td>
<td>Cummins ISL G 8.9L NZ In-Frame + Camshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
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<tr>
<td>8</td>
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<td>Cummins ISL G 8.9L NZ In-Frame Light</td>
<td>1</td>
<td>$12,977.61</td>
<td>$12,977.61</td>
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<tr>
<td>9</td>
<td>Basic Overhaul</td>
<td>Cummins L9N</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>10</td>
<td>Overhaul A</td>
<td>Cummins L9N In-Frame + Crankshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>11</td>
<td>Overhaul B</td>
<td>Cummins L9N In-Frame + Camshaft</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12</td>
<td>Overhaul C</td>
<td>Cummins L9N In-Frame Light</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>13</td>
<td>Basic Overhaul</td>
<td>Cummins ISX 12N</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>14</td>
<td>Overhaul A</td>
<td>Cummins ISX 12N In-Frame + Crankshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>15</td>
<td>Overhaul B</td>
<td>Cummins ISX 12N In-Frame + Camshaft</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>Overhaul C</td>
<td>Cummins ISX 12N In-Frame Light</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**CUMMINS Engine OH Total Amount for Year Two**: $1,003,411.76
### Year 3: January 1, 2023 - December 31, 2023

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<tr>
<th>ITEM #</th>
<th>OH Type</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic Overhaul</td>
<td>Cummins ISL G 8.9L CNGs</td>
<td>16</td>
<td>$18,053.77</td>
<td>$288,860.28</td>
</tr>
<tr>
<td>2</td>
<td>Overhaul A</td>
<td>Cummins ISL G 8.9L CNG In-Frame + Crankshaft</td>
<td>1</td>
<td>$22,723.99</td>
<td>$22,723.99</td>
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<tr>
<td>3</td>
<td>Overhaul B</td>
<td>Cummins ISL G 8.9L CNG In-Frame + Camshaft</td>
<td>1</td>
<td>$19,025.33</td>
<td>$19,025.33</td>
</tr>
<tr>
<td>4</td>
<td>Overhaul C</td>
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<td>30</td>
<td>$10,135.78</td>
<td>$304,073.31</td>
</tr>
<tr>
<td>5</td>
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<td>Cummins ISL G 8.9L NZ</td>
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<td>7</td>
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<td>Cummins ISL G 8.9L NZ In-Frame + Camshaft</td>
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<td>16</td>
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**Subtotal:** $753,882.50

El Cajon Sales Tax of 8.25%

Shipping and Handling (if applicable)

**Cummins Engine OH Total Amount for Year Three:** $816,077.80

### Option Year 1: January 1, 2024 - December 31, 2024

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<tr>
<th>ITEM #</th>
<th>OH Type</th>
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<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<tr>
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<td>Cummins ISL G 8.9L CNGs</td>
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<td>16</td>
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**Subtotal:** $791,255.41

El Cajon Sales Tax of 8.25%

Shipping and Handling (if applicable)

**Cummins Engine OH Total Amount for Year Four:** $856,533.98
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<th>QTY</th>
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<th>EXT. PRICE</th>
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<tr>
<td>1</td>
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<td>Cummins ISX 12N In-Frame Light</td>
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Subtotal: $ 1,097,429.21

El Cajon Sales Tax of 8.25%: $ 90,537.91

Shipping and Handling (if applicable): $ -

Cummins Engine OH Total Amount for Year Five: $ 1,187,967.12

GROUP II - CUMMINS ENGINE REBUILDS

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<th>Total Year 1: January 1, 2021 - December 31, 2021</th>
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<td>Total Year 3: January 1, 2023 - December 31, 2023</td>
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<td>Total Year 4: January 1, 2024 - December 31, 2024</td>
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<td>Total Year 5: January 1, 2025 - December 31, 2025</td>
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GRAND TOTALS - BASIS OF AWARD: $ 4,951,229.48
# EXHIBIT C

## BID SUMMARY - TOTALS

### AFTERMARKET PARTS (TRANSIT HOLDINGS)

<table>
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**GRAND TOTAL (AFTERMARKET PARTS)**

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GRAND TOTAL (CUMMINS INC) $4,338,569.57
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GRAND TOTAL (MUNCIE) $163,357.21
STANDARD AGREEMENT
FOR
MTS DOC. NO. B0719.0-21
REBUILT ZF ECOMAT & ECOLIFE TRANSMISSIONS

THIS AGREEMENT is entered into this _________ day of ___________, 2021 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: Harbor Diesel & Equipment, Inc. dba HD Industries
Address: 537 W. Anaheim St. Long Beach, CA 90813
Form of Business: Corporation
Email: bids@harbordiesel.com
Telephone: 562-591-5665

Authorized person to sign contracts
Mike Zupanovich
Name
President
Title

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

The contract term is for up to (5) years effective May 1, 2021 through April 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $2,666,755.39 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By:
Sharon Cooney, Chief Executive Officer

Approved as to form:

By:
Karen Landers, General Counsel

64T63THARBOR DIESEL & EQUIPMENT, INC. DBA HD INDUSTRIES

By

Title: President

Att. B, Al 12, 03/11/2021
STANDARD AGREEMENT
FOR
MTSDOC. NO. B0727.0-21
CUMMINS IN-FRAME OVERHAULS

THIS AGREEMENT is entered into this __________ day of __________, 2021 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: Cummins Inc, dba Cummins Sales and Service
Address: 1939 Deere Ave.

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.)
Email: cssnbids@cummins.com
Telephone: 949-253-6000

Authorized person to sign contracts
Name: Rick C. Ham
Title: VP – On Highway Business

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

The contract term is for up to (5) years effective May 1, 2021 through April 30, 2026.

Payment terms shall be net 30 days from incumvoice date. The total cost of this contract shall not exceed $4,951,229.48 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By:
__________________________
Sharon Cooney, Chief Executive Officer

Approved as to form:
By:
__________________________
Karen Landers, General Counsel

64T63TCUMMINS INC, DBA CUMMINS SALES AND SERVICE

By:

__________________________

Title: VP – On Highway Business
STANDARD AGREEMENT
FOR
MTS DOC. NO. B0728.0-21
CUMMINS BUS PARTS

THIS AGREEMENT is entered into this __________ day of __________, 2021 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: Cummins Inc, dba Cummins Sales and Service
Address: 1939 Deere Ave
Irvine, CA 92606
Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.)
Email: cssnabids@cummins.com
Telephone: 949-253-6000

Authorized person to sign contracts
Name: Rick C. Ham
Title: VP- On Highway Business

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

The contract term is for up to (5) years effective May 1, 2021 through April 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $4,338,569.57 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By:
Sharon Cooney, Chief Executive Officer

Approved as to form:

By:
Karen Landers, General Counsel

64T63TCUMMINS INC, DBA CUMMINS SALES AND SERVICE

By:

Title: VP- On Highway Business
STANDARD AGREEMENT FOR
MTS DOC. NO. B0729.0-21
CUMMINS BUS PARTS

THIS AGREEMENT is entered into this __________ day of ___________, 2021 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: The Aftermarket Parts Company, LLC dba NFI Parts
Address: 3229 Sawmill Parkway Street
Delaware, OH 43105

Form of Business: Corporation (Corporation, Partnership, Sole Proprietor, etc.)
Telephone: 204-982-8401

Email: Kerri.Maloney@nfi.parts

Authorized person to sign contracts
Kerri Maloney
Vice President, Customer Service

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

The contract term is for up to (5) years effective May 1, 2021 through April 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $361,680.01 without the express written consent of MTS.

<table>
<thead>
<tr>
<th>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</th>
<th>64T63TTHE AFTERMARKET PARTS COMPANY, LLC DBA NFI PARTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By</td>
</tr>
<tr>
<td>Sharon Cooney, Chief Executive Officer</td>
<td>Title: Vice President, Customer Service</td>
</tr>
<tr>
<td>Approved as to form:</td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>Karen Landers, General Counsel</td>
<td></td>
</tr>
</tbody>
</table>
STANDARD AGREEMENT
FOR
MTS DOC. NO. B0730.0-21
CUMMINS BUS PARTS

THIS AGREEMENT is entered into this __________ day of __________, 2021 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: Muncie Reclamation and Supply dba Muncie Transit Supply
Address: 3720 S. Madison St
Muncie, IN 47302

Form of Business: Corporation
(Corporation, Partnership, Sole Proprietor, etc.)
Email: bhuff@abc-companies.com
Telephone: 765-288-1971 ext 20222

Authorized person to sign contracts
Name: Becky Huff
Title: Contract Manager

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

The contract term is for up to (5) years effective May 1, 2021 through April 30, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed $163,357.21 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM 64T63TMUNCIE RECLAMATION AND SUPPLY DBA MUNCIE TRANSIT SUPPLY

By: Sharon Cooney, Chief Executive Officer
Approved as to form:
By: Karen Landers, General Counsel

By: __________________________
Title: Contract Manager
SUBJECT:

CROSSTIE AND GRADE CROSSING IMPROVEMENTS – 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. PWL325.0-21 (in substantially the same format as Attachment A), with Veterans Engineering Services, Inc., a Disabled Veteran Business Enterprise (DVBE), for Crosstie and Grade Crossing Improvements in the amount of $2,358,317.36 plus 20% contingency.

Budget Impact

The total budget for this project shall not exceed $2,829,980.83 ($970,233.56 for the base Bid, $777,710.84 for Add Alternate 1 and $610,372.96 for Alternate 2, pending funding from FY 22 CIP budget, plus contingency in the amount of $471,663.47) over the duration of the construction services consisting of the following:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BID AMOUNT</th>
<th>BID W/CONTINGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base – Executing</td>
<td>$970,233.56</td>
<td>$1,164,280.27</td>
</tr>
<tr>
<td>Add Alternate 1 – Executing</td>
<td>$777,710.84</td>
<td>$933,253.01</td>
</tr>
<tr>
<td>Subtotal Base Work/Add Alt 1</td>
<td>$1,747,944.40</td>
<td>$2,097,533.28</td>
</tr>
<tr>
<td>Add Alternate 2 – Executing at a later date</td>
<td>$610,372.96</td>
<td>$732,447.55</td>
</tr>
<tr>
<td>Grand Total Incl. Add Alternate</td>
<td>$2,358,317.36</td>
<td>$2,829,980.83</td>
</tr>
</tbody>
</table>

This project is funded by MTS Capital Improvement Projects (CIP) as follows:

<table>
<thead>
<tr>
<th>CIP/COST CENTER NUMBER</th>
<th>CIP DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIP 2005109201</td>
<td>Grade Crossing Replacement</td>
<td>$800,647.27</td>
</tr>
<tr>
<td>CIP 2005109101</td>
<td>Crosstie Replacement</td>
<td>$363,633.00</td>
</tr>
<tr>
<td>Cost Center 370016</td>
<td>Crosstie Replacement</td>
<td>$933,253.01</td>
</tr>
<tr>
<td>Proposed FY22 CIP</td>
<td>Grade Crossing Replacement</td>
<td>$732,447.55</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$2,829,980.83</td>
</tr>
</tbody>
</table>
DISCUSSION:

MTS's Green and Orange Lines require replacement of several major track components that are at the end of their useful life, including, but not limited to, worn rail and ties, and vehicle grade crossings. The purpose of this project is to replace vehicle grade crossings at Friars Road and Napa Street on the Green Line and at Vernon Way on the Orange Line and replace ties along the Orange Line between Severin Drive and Hill Street.

In order to ensure the base bid work could be completed within budget, additional scopes of work were added to the bid documents as “add alternates”. These add alternates are additional improvements associated with the base bid work. A description of the add alternates are as follows:

**Add Alternate 1**
Work will include additional Tie Replacement between Severin Drive and Palm Avenue on the Orange Line.

**Add Alternate 2**
Work will include replacement of the existing vehicular crossing(s) at Francis Street and Hill Street, and additional track replacement east of the Hill Street vehicular crossing on the Orange Line.

On October 27, 2020, staff issued an Invitation for Bids (IFB). The following bids were received:

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTS - ICE</td>
<td>$2,458,925.00</td>
</tr>
<tr>
<td>Veterans Engineering Services, Inc. (DVBE)</td>
<td>$2,358,317.36</td>
</tr>
<tr>
<td>Herzog Contracting Corp.</td>
<td>$2,476,376.00</td>
</tr>
<tr>
<td>West Coast General Group, A Joint</td>
<td>$2,513,854.00</td>
</tr>
<tr>
<td>VTMI, Inc.</td>
<td>$2,529,600.48</td>
</tr>
<tr>
<td>Stacy and Witbeck, Inc.</td>
<td>$3,612,512.40</td>
</tr>
</tbody>
</table>

Based on the bids received, and in comparison, with the Independent Cost Estimate (ICE), MTS staff recommends awarding the Base Bid and Add Alternate 1 with Veterans Engineering Services. Staff determined the price to be fair and reasonable. If future Capital Improvement Programs (CIPs) include funding for the remaining Add Alternate 2, staff may execute Add Alternate 2 at a future date.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWL325.0-21, with Veterans Engineering Services, Inc., a Disabled Veteran Business Enterprise (DVBE), for Crosstie and Grade Crossing Improvements in the amount of $2,358,317.36 plus 20% contingency.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement PWL325.0-21
             B. Bid Price Form
STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWL325.0-21

1255 Imperial Ave. SUITE 1000

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: VETERANS ENGINEERING SERVICES, INC.  
Address: 2300 N. BATAVIA ST., ORANGE, CA 92865

Form of Business: SCORP  
(Corporation, Partnership, Sole Proprietor, etc.)  
Email: PAUL@VETERANSESINC.COM

Telephone: 714-733-1461

Authorized person to sign contracts  
PAUL MARSHALL  
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 Forms (Exhibit D)

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:

1255 IMPERIAL AVE. SUITE 1000

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 Base Work required by the Contract Documents within 180 calendar days from the commencement date stated in
the Notice to Proceed. An additional **180 calendar days** from the commencement date stated in the Notice to Proceed for Add Alternate one (1). An additional **180 calendar days** from the commencement date stated in the Notice to Proceed for Add Alternate two (2). 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 One million seven hundred forty seven thousand nine hundred forty four dollars and forty cents. ($1,747,944.40). 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](http://www.dir.ca.gov) and which must be posted at the job site.

<table>
<thead>
<tr>
<th>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</th>
<th>VETERANS ENGINEERING SERVICES, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By</td>
</tr>
<tr>
<td>Sharon Cooney, Chief Executive Officer</td>
<td>_____________________________________</td>
</tr>
<tr>
<td>Approved as to form:</td>
<td>Title:</td>
</tr>
<tr>
<td>By:</td>
<td>_____________________________________</td>
</tr>
<tr>
<td>Karen Landers, General Counsel</td>
<td></td>
</tr>
</tbody>
</table>
### CROSSTIE AND GRADE CROSSING IMPROVEMENTS - BID PRICE FORM

**Bid Item** | **Description** | **UOM** | **Quantity** | **Unit Cost (one unit)** | **Extended Cost (Quantity x Unit Cost)**
--- | --- | --- | --- | --- | ---
1 | Remove Existing Rubber Panels, Vehicular Crossing | TF | 453 | $274.23 | $124,226.19
2 | Install New Rubber Panels, Vehicular Crossing | TF | 453 | $539.64 | $244,456.92
3 | Asphalt Concrete, (8” HMAC) | SF | 2748 | $32.15 | $88,348.20
4 | Install Sidewalk, (4” PCCP) | SF | 69 | $568.75 | $39,243.75
5 | Rail Replacement (115lb to 115lb) | TF | 800 | $200.91 | $160,728.00
6 | Crosstie Replacement (Timber Ties) (Segment #1) | EA | 550 | $439.61 | $241,785.50
7 | Surfacing, Top Ballast, & Destressing (Segment #1) | TF | 2360 | $25.95 | $61,242.00
    | Payment / Performance Bond | na | 1 | $10,202.00 | $10,202.00
**BASE TOTAL** | **$ 970,232.56**

**Add Alternate #1**

6.1 | Crosstie Replacement (Timber Ties) (Segment #2) | EA | 1975 | $290.33 | $573,401.75
7.1 | Surfacing, Top Ballast, & Destressing (Segment #2) | TF | 7437 | $26.57 | $197,601.09
    | Payment / Performance Bond | na | 1 | $6,708.00 | $6,708.00
**ADD ALTERNATE #1 TOTAL** | **$ 777,710.84**

**Add Alternate #2**

1.2 | Remove Existing Rubber Panels, Vehicular Crossing | TF | 128 | $252.96 | $32,378.88
2.2 | Install New Rubber Panels, Vehicular Crossing | TF | 128 | $564.97 | $72,316.16
3.2 | Asphalt Concrete, (8” HMAC) | SF | 1334 | $31.97 | $42,647.98
5.2 | Rail Replacement (115lb to 115lb) | TF | 558 | $153.20 | $85,485.60
8.2 | Remove Existing Track, Vehicular Crossing | TF | 180 | $169.95 | $30,591.00
9.2 | Remove Existing Track, Full Depth | TF | 414 | $144.73 | $59,918.22
10.2 | Construct New Track, Vehicular Crossing | TF | 180 | $724.61 | $130,429.80
11.2 | Construct New Track on Timber Ties | TF | 414 | $365.88 | $151,474.32
    | Payment / Performance Bond | na | 1 | $5,131.00 | $5,131.00
**ADD ALTERNATE #2 TOTAL** | **$ 610,372.96**

**Bid Bond** | na | 1 | $1.00 | $1.00
**GRAND TOTAL BASIS OF AWARD** | **$ 2,358,316.36**
SUBJECT:
TRANSIT VEHICLE WRAP PRODUCTION AND INSTALLATION SERVICES – CONTRACT AWARD

RECOMMENDATION:
That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2437.0-21 (in substantially the same format as Attachment A), with Turbo Images, for the provision of Transit Vehicle Wrap Production and Installation Services for a three (3)-year period in the amount of $200,627.83.

Budget Impact
The total budget for this project shall not exceed $200,627.83. This project is funded by the Marketing Operating Budget (551010-571240).

DISCUSSION:
MTS Marketing routinely takes advantage of its fleet of trolleys and buses to wrap with advertising messages to encourage the use of public transit. The production and installation of wrap material requires specialized printers and experienced installers to ensure high-quality advertisements and installations/removals that do not damage MTS vehicles. In the near term, MTS Marketing will utilize this contract to communicate the transition to PRONTO and the opening of the Mid-Coast Trolley extension, with service extending from Old Town to University City.

On December 17, 2020, MTS released a Request for Proposals (RFP) for Transit Vehicle Wrap Production and Installation Services.

On January 28, 2021, MTS received a total of three (3) proposals from the following firms:
1. CR&A Custom Inc. (Small Business and Minority Owned Business Enterprise)
2. DPI Direct
3. Turbo Images, Inc.

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

1. Qualifications of the firm 25%
2. Methodology and Work Plan 35%
3. Cost and Price 40%

The following table illustrates the scores and ranking of each firm:

<table>
<thead>
<tr>
<th>Proposer Name</th>
<th>Total Avg. Score</th>
<th>Initial Price Proposal</th>
<th>Cost Score</th>
<th>Total Avg. Score (max. 100)</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turbo Images, Inc.</td>
<td>41.67</td>
<td>$200,627.83</td>
<td>40.00</td>
<td>81.67</td>
<td>1</td>
</tr>
<tr>
<td>CR&amp;A Custom, Inc.</td>
<td>45.67</td>
<td>$282,232.12</td>
<td>28.43</td>
<td>74.10</td>
<td>2</td>
</tr>
<tr>
<td>DPI Direct</td>
<td>27.33</td>
<td>$240,674.68</td>
<td>33.34</td>
<td>60.68</td>
<td>3</td>
</tr>
</tbody>
</table>

After the initial evaluation of the proposals, the selection committee determined it would be in MTS’s best interest to interview the top two (2) proposers that were within the competitive range. On February 22, 2021, MTS received Best and Final Offers (BAFO) from Turbo Images and CR&A Custom, and below are the updated scores.

<table>
<thead>
<tr>
<th>Proposer Name</th>
<th>BAFO Tech Score</th>
<th>BAFO</th>
<th>Cost Score</th>
<th>Total Avg. Score (max. 100)</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turbo Images, Inc</td>
<td>44.00</td>
<td>$200,627.83</td>
<td>40.00</td>
<td>84.00</td>
<td>1</td>
</tr>
<tr>
<td>CR&amp;A Custom, Inc</td>
<td>45.67</td>
<td>$282,232.12</td>
<td>28.43</td>
<td>74.10</td>
<td>2</td>
</tr>
</tbody>
</table>

Although neither proposer adjusted their pricing during the BAFO/interview process, Turbo Images did provide clarification about the availability of their installers/laborers and their ability to meet MTS’s desired turnaround times, resulting in a favorable adjustment to Turbo Images’ technical score. Based on the selection committee’s evaluation of the technical proposal, BAFO and comparison to the independent cost estimate of $210,000, Turbo Images’ offer is reasonably priced and offers the most advantageous solution to MTS.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2437.0-21, with Turbo Images, for the provision of Transit Vehicle Wrap Production and Installation Services for a three (3)-year period in the amount of $200,627.83.

/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. G2437.0-21
             B. BAFO
STANDARD SERVICES AGREEMENT
TRANSIT VEHICLES WRAP PRODUCTION AND INSTALLATION SERVICES
MTS DOC NO. G2437.0-21

THIS AGREEMENT is entered into this ______ day of _______________ 2021, 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: Turbo Images
Form of Business: Corporation
(Address: 1225 107e Rue St. Georges, QC G5Y 8C3, Canada)
Telephone: 581-982-4014
Email Address: Charles.Veilleux@turbo-images.com
Authorized person to sign contracts: Charles Veilleux VP of Sales & Marketing

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

Transit Vehicle Wrap Production and Installation Services as specified in the Scope of Work (attached as Exhibit A), Turbo Images’ best and final offer (attached as Exhibit B), and in accordance with the Standard Conditions (attached as Exhibit C).

The contract term is for up to a three (3) year period. Base period shall be effective March 15, 2021 through March 14, 2024.

Payment terms shall be net 30 days from invoice date. The total cost of this agreement shall not exceed $200,627.83 for all three years, without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

By: Sharon Cooney, Chief Executive Officer
Approved as to form:
By: Karen Landers, General Counsel

TURBO IMAGES

By: ____________________________
Title: __________________________

A-1
## G2437.0-21 TRANSIT VEHICLES WRAP PRODUCTION AND INSTALLATION SERVICES

### BAFO - COST PROPOSAL FORM

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit Of Measure (ea, lb., ft., box, gal)</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full Trolley Wraps - Materials</td>
<td>EA</td>
<td>10</td>
<td>$4,261.00</td>
<td>$42,610.00</td>
</tr>
<tr>
<td>2</td>
<td>Labor (inc. production/installation)</td>
<td>LS</td>
<td>10</td>
<td>$3,400.00</td>
<td>$34,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Labor (removal)</td>
<td>LS</td>
<td>10</td>
<td>$1,020.00</td>
<td>$10,200.00</td>
</tr>
<tr>
<td>4</td>
<td>Full Bus Wraps - Materials</td>
<td>EA</td>
<td>10</td>
<td>$1,881.00</td>
<td>$18,810.00</td>
</tr>
<tr>
<td>5</td>
<td>Labor (inc. production/installation)</td>
<td>LS</td>
<td>10</td>
<td>$1,913.00</td>
<td>$19,130.00</td>
</tr>
<tr>
<td>6</td>
<td>Labor (removal)</td>
<td>LS</td>
<td>10</td>
<td>$595.00</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>7</td>
<td>Bus Full Side with windows Wraps - Materials</td>
<td>EA</td>
<td>10</td>
<td>$976.00</td>
<td>$9,760.00</td>
</tr>
<tr>
<td>8</td>
<td>Labor (inc. production/installation)</td>
<td>LS</td>
<td>10</td>
<td>$850.00</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>9</td>
<td>Labor (removal)</td>
<td>LS</td>
<td>10</td>
<td>$255.00</td>
<td>$2,550.00</td>
</tr>
<tr>
<td>10</td>
<td>Bus Back Wraps - Materials</td>
<td>EA</td>
<td>40</td>
<td>$180.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>11</td>
<td>Labor (inc. production/installation)</td>
<td>LS</td>
<td>40</td>
<td>$213.00</td>
<td>$8,520.00</td>
</tr>
<tr>
<td>12</td>
<td>Labor (removal)</td>
<td>LS</td>
<td>40</td>
<td>$85.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>13</td>
<td>Van Wraps - Materials</td>
<td>EA</td>
<td>4</td>
<td>$598.00</td>
<td>$2,392.00</td>
</tr>
<tr>
<td>14</td>
<td>Labor (inc. production/installation)</td>
<td>LS</td>
<td>4</td>
<td>$1,530.00</td>
<td>$6,120.00</td>
</tr>
<tr>
<td>15</td>
<td>Labor (removal)</td>
<td>LS</td>
<td>4</td>
<td>$425.00</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>16</td>
<td>Vehicle Repair per minimum specs (all materials taxable)</td>
<td>SQ. FT.</td>
<td>800</td>
<td>$3.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>17</td>
<td>Vehicle Repair Labor (including production and installation)</td>
<td>SQ. FT.</td>
<td>800</td>
<td>$3.05</td>
<td>$2,440.00</td>
</tr>
<tr>
<td>18</td>
<td>Hourly rate to remove existing materials/wraps</td>
<td>Hour</td>
<td>100</td>
<td>$85.00</td>
<td>$8,500.00</td>
</tr>
</tbody>
</table>

**Total Materials** $83,172.00

**Total Labor** $111,010.00

**Sales Tax (7.75%)** $6,445.83

**Grand Total Basis of Award** $200,627.83
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

March 11, 2021

SUBJECT:
APPLICATION FOR VOLKSWAGEN (VW) ENVIRONMENTAL MITIGATION TRUST (TRUST) FUND BUS REPLACEMENT PROGRAM

RECOMMENDATION:
That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 20-2 (Attachment A), authorizing the application for rebates of up to $720,000 in VW Trust funds for the current and future purchase of battery electric buses.

Budget Impact

If awarded, MTS will receive rebates of up to $720,000.00 in VW Trust funds for current and future battery electric bus procurements.

DISCUSSION:

The VW Trust provides about $423 million for California to mitigate the excess nitrogen oxide (NOX) emissions caused by VW's installation of special devices in certain VW diesel vehicles to get false negative results during emission testing. $130 million of the VW Trust funding has been made available to replace older, high-polluting transit buses with new battery-electric or fuel-cell buses. The Trust is being administered by San Joaquin Valley Air Pollution Control District.

MTS is in the process of applying to San Joaquin Valley Air Pollution Control District for rebates of up to $720,000.00 from the Trust for current and future the purchase of battery electric buses.

San Joaquin Valley Air Pollution Control District requires the submission of a resolution by each agency's Board of Directors authorizing the submission of an application and identifying the signing authority for the project.
Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 20-2 (Attachment A), authorizing the application for rebates of up to $720,000 in VW Trust funds for the current and future purchase of battery electric buses.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution No. 20-2
SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 21-2

Resolution Authorizing the Make Application for, to Sign Required Assurance and to Administer the Volkswagen (VW) Mitigation Trust Fund

WHEREAS, the San Diego Metropolitan Transit System (MTS) is an eligible project sponsor and may receive funding from the VW Mitigation Trust Fund for the purchase of battery electric buses to replace the existing compressed natural gas (CNG) buses numbers 301, 302, 2802 & 2803 and

WHEREAS, the MTS Board of Directors (Board) wishes to delegate authorization to execute these documents and any amendments thereto to the Chief Executive Officer (CEO), Sharon Cooney or designated representatives.

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the MTS Board that MTS agrees to comply with all conditions and requirements set forth in the Certification and Assurances document.

BE IT FURTHER RESOLVED by the MTS Board that the CEO, or designated representative, be authorized to execute all required documents of the VW Mitigation Trust Fund and any Amendments thereto

BE IT FURTHER RESOLVED by the Board that MTS is authorized to make application for, to sign required assurances, and to administer the VW Environmental Mitigation Trust Funds with respect to applications for Local, State and Federal program, projects or grants

PASSED AND ADOPTED, by the Board of Directors this ____day of _________ 2021 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

_______________________________
Chairperson
San Diego Metropolitan Transit System
Resolution No. 21-2
Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
March 11, 2021

SUBJECT: PROPERTY INSURANCE RENEWAL

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to renew the property insurance coverage for the San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI) with the Public Risk Innovation, Solutions, and Management (PRISM) [formerly known as the California State Association of Counties – Excess Insurance Authority (CSAC-EIA)] Property Insurance Program, effective March 31, 2021, through March 31, 2022, with various coverage deductibles of $25,000 (real estate and personal contents property), $100,000 (bus fleet), $250,000 (light rail fleet) and $1,500,000 (roads, bridges and tunnels).

Budget Impact

The preliminary renewal premium would not exceed $2,100,000, which represents an up to $593,089 or 39.96% combined possible increase over last year’s actual premium of $1,506,911. The premium is anticipated to be charged against the budgets of MTS ($37,100), SDTC ($524,800), and SDTI ($1,538,100). The premium will be split between fiscal years 2021 and 2022 as follows:

<table>
<thead>
<tr>
<th>Agency</th>
<th>FY 21</th>
<th>FY 22</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTS</td>
<td>$12,367</td>
<td>$24,733</td>
<td>$37,100</td>
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<tr>
<td>SDTC</td>
<td>$174,933</td>
<td>$349,867</td>
<td>$524,800</td>
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<tr>
<td>SDTI</td>
<td>$512,700</td>
<td>$1,025,400</td>
<td>$1,538,100</td>
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<tr>
<td>TOTAL</td>
<td>$700,000</td>
<td>$1,400,000</td>
<td>$2,100,000</td>
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</table>

DISCUSSION:

MTS’s current property insurance policy will expire on March 31, 2021. This line of coverage insures against physical damage, vandalism and theft caused to the real and
personal property of MTS, SDTC, and SDTI, which together includes $1,659,714,293 in total insured values. The coverage is obtained through the PRISM, which is a joint powers insurance authority of 358 public entity members. Of this number, 110 members participate in the property insurance program. SDTC has been insured through this group since 1993. The other MTS agencies became insured with PRISM in 1997.

PRISM provides a complex layering of multiple insurance carriers, including both domestic and international insurers. Due to the size of its membership, PRISM has tremendous premium purchasing power. Special form perils coverage provides risk protection on most perils (including terrorism), and causes of loss unless specifically excluded by the policy. Some of the perils excluded in MTS’s program include earthquake, wear and tear, pollution, war risk, employee fraud, nuclear radiation, and loss to landscaping, money, or watercraft. These exclusions do not include every peril or property specifically excluded; however, they are examples of the types of losses that would not be covered.

Some PRISM members, including both the City and County of San Diego, have purchased earthquake insurance in the past. MTS and its entities have traditionally elected not to purchase this optional coverage as the terms and conditions primarily support real estate damage caused by an earthquake event with high deductibles. The coverage would not support the majority of MTS’s infrastructure and guideways.

The proposed renewal policy carries a blanket limit of $600 million, which applies to perils for any one occurrence. Under the proposed renewal, the following occurrence-based deductibles would apply: (1) $25,000 for real estate & personal contents property; (2) $100,000 for bus collisions; (3) $250,000 for light rail vehicle collisions; (4) $250,000 comprehensive coverage on the combined rolling stock (buses and light rail vehicles); and (5) $1.5 million on roads, bridges, and tunnels. Loss valuation is generally calculated on a replacement cost basis. A substantial part of the current increase is due to MTS adding over $143M in property assets from last year’s renewal to the current one. Some of this is related to the Mid-Coast expansion project. Another reason is due to the general increased trending of all current property values.

Since the latter part of calendar year 2019, the property market has experienced significant hardening resulting in considerable premium increases to all property insurance buyers in both the public and private sectors. The attached “State of the Property Market” correspondence from PRISM’s Chief Executive Officer discusses the recent market conditions and contributing factors for the global premium increases. Despite the increase, MTS still saves premium dollars and is afforded lower deductibles overall by insuring its property through PRISM than it would on a stand-alone basis.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Preliminary Premium Allocations for MTS, SDTC, & SDTI
B. State of the Property Market from PRISM’S Chief Executive Officer
PRELIMINARY PREMIUM ALLOCATION

PUBLIC RISK INNOVATION, SOLUTIONS, and MANAGEMENT PROPERTY PROGRAM
POLICY TERM: March 31, 2021 to March 31, 2022

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

DATE: February 16, 2021

REASON FOR REVISION OF PREMIUM ALLOCATION: UPDATED RENEWAL ESTIMATE

2021/2022 TOTAL ANNUAL PREMIUM: $37,172
2020/2021 TOTAL ANNUAL PREMIUM: $22,438
PERCENTAGE INCREASE (DECREASE) IN ANNUAL PREMIUM: 65.67%
2021/2022 TOTAL REPORTED INSURABLE VALUES*: $69,584,428
2020/2021 TOTAL REPORTED INSURABLE VALUES: $57,373,473
PERCENTAGE INCREASE (DECREASE) IN TOTAL INSURED VALUES: 21.28%

- CALCULATIONS -

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<th>COVERAGE DESCRIPTION</th>
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<td>$69,163,670</td>
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<td>Terrorism, Boiler &amp; Machinery and Brush Fire (Miscellaneous Other Coverages)</td>
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<td>$5,878</td>
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OPTIONAL COVERAGES:

A. Earthquake per schedule including Rooftop (if applicable)                           | $ 0            | 0.0000      | $ 0            |
B. Licensed Vehicles and Deductible Pool Buy Down Contribution                           | $420,758       | 0.2845      | $1,197         |
   Licensed Vehicles above $250,000 in value                                            | $ 0            | 0.0000      | $ 0            |
   Buses (Part of Coverage B. Licensed Vehicles)                                        | $ 0            | 0.0000      | $ 0            |
C. Mobile Equipment (Non-highway licensed)                                             | $ 0            | 0.0000      | $ 0            |
D. Fine Arts (scheduled)                                                               | $ 0            | 0.0136      | $ 0            |

Total Annual Premium $35,857
Estimated Taxes and Fees $ 2
Estimated EIA Administration Fees $1,240
School Loss Control Service Fee $ 0

TOTAL COLLECTIBLE PREMIUM $37,100

*Total Insured Values (TIV) as of January 13, 2021
**PRELIMINARY PREMIUM ALLOCATION**

PUBLIC RISK INNOVATION, SOLUTIONS, and MANAGEMENT
PROPERTY PROGRAM
POLICY TERM: March 31, 2021 to March 31, 2022

SAN DIEGO METROPOLITAN TRANSIT SYSTEM - SAN DIEGO TRANSIT CORPORATION

DATE: February 16, 2021

REASON FOR REVISION OF PREMIUM ALLOCATION: UPDATED RENEWAL ESTIMATE

<table>
<thead>
<tr>
<th></th>
<th>2021/2022 TOTAL ANNUAL PREMIUM:</th>
<th>2020/2021 TOTAL ANNUAL PREMIUM:</th>
<th>PERCENTAGE INCREASE (DECREASE) IN ANNUAL PREMIUM:</th>
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<tr>
<td></td>
<td>$524,860</td>
<td>$400,388</td>
<td>31.09%</td>
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<tr>
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<th>2021/2022 TOTAL REPORTED INSURABLE VALUES*:</th>
<th>2020/2021 TOTAL REPORTED INSURABLE VALUES:</th>
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<td>$252,221,783</td>
<td>$246,755,438</td>
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<th>PERCENTAGE INCREASE (DECREASE) IN TOTAL INSURED VALUES:</th>
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<tr>
<td>2.22%</td>
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<td>$87,681,317</td>
<td>0.1210</td>
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<td>Terrorism, Boiler &amp; Machinery and Brush Fire (Miscellaneous Other Coverages)</td>
<td>$19,442</td>
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**OPTIONAL COVERAGES:**

A. Earthquake per schedule including Rooftop (if applicable) | $ 0 | 0.0000 | $ 0 |

B. Licensed Vehicles and Deductible Pool Buy Down Contribution
   Licensed Vehicles above $250,000 in value | $ 0 | 0.0000 | $ 0 |
   Buses (Part of Coverage B. Licensed Vehicles) | $163,601,854 | 0.2397 | $392,126 |

C. Mobile Equipment (Non-highway licensed) | $ 0 | 0.0000 | $ 0 |

D. Fine Arts (scheduled) | $ 0 | 0.0960 | $ 0 |

Total Annual Premium | $520,293 |
Estimated Taxes and Fees | $ 31 |
Estimated EIA Administration Fees | $4,476 |
School Loss Control Service Fee | $ 0 |

*Total Insured Values (TIV) as of January 13, 2021

**TOTAL COLLECTIBLE PREMIUM** | $524,800
******PRELIMINARY PREMIUM ALLOCATION******
PUBLIC RISK INNOVATION, SOLUTIONS, and MANAGEMENT
PROPERTY PROGRAM
POLICY TERM: March 31, 2021 to March 31, 2022

SAN DIEGO METROPOLITAN TRANSIT SYSTEM - SAN DIEGO TROLLEY, INC.

DATE: February 16, 2021

REASON FOR REVISION OF PREMIUM ALLOCATION: UPDATED RENEWAL ESTIMATE

2021/2022 TOTAL ANNUAL PREMIUM: $1,427,906
2020/2021 TOTAL ANNUAL PREMIUM: $1,084,085
PERCENTAGE INCREASE (DECREASE) IN ANNUAL PREMIUM: 31.72%

2021/2022 TOTAL REPORTED INSURABLE VALUES*: $1,337,908,082
2020/2021 TOTAL REPORTED INSURABLE VALUES: $1,212,544,318
PERCENTAGE INCREASE (DECREASE) IN TOTAL INSURED VALUES: 10.34%

- CALCULATIONS -

<table>
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<tr>
<td>Terrorism, Boiler &amp; Machinery and Brush Fire (Miscellaneous Other Coverages)</td>
</tr>
<tr>
<td><strong>OPTIONAL COVERAGES:</strong></td>
</tr>
<tr>
<td>A. Earthquake per schedule including Rooftop (if applicable)</td>
</tr>
<tr>
<td>B. Licensed Vehicles and Deductible Pool Buy Down Contribution</td>
</tr>
<tr>
<td>Licensed Vehicles above $250,000 in value</td>
</tr>
<tr>
<td>Buses (Part of Coverage B. Licensed Vehicles)</td>
</tr>
<tr>
<td>C. Mobile Equipment (Non-highway licensed)</td>
</tr>
<tr>
<td>D. Fine Arts (scheduled)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>DECLARED VALUES</th>
<th>RATE ($/100)</th>
<th>ANNUAL PREMIUM</th>
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<td>All Risk incl. Flood and Deductible Pool Contribution</td>
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<td>$98,523</td>
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<td>0.0000</td>
<td>$ 0</td>
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<td>B. Licensed Vehicles and Deductible Pool Buy Down Contribution</td>
<td>$1,445,567</td>
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<td>Licensed Vehicles above $250,000 in value</td>
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<td>$ 0</td>
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<tr>
<td>Buses (Part of Coverage B. Licensed Vehicles)</td>
<td>$542,749,400</td>
<td>0.1845</td>
<td>$1,001,565</td>
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<tr>
<td>C. Mobile Equipment (Non-highway licensed)</td>
<td>$1,014,400</td>
<td>0.2243</td>
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<td>D. Fine Arts (scheduled)</td>
<td>$ 0</td>
<td>0.0207</td>
<td>$ 0</td>
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</tbody>
</table>

Total Annual Premium $1,525,675
Estimated Taxes and Fees $ 84
Estimated EIA Administration Fees $12,341
School Loss Control Service Fee $ 0

*Total Insured Values (TIV) as of January 13, 2021

TOTAL COLLECTIBLE PREMIUM $1,538,100
**PRELIMINARY PREMIUM ALLOCATION**

PUBLIC RISK INNOVATION, SOLUTIONS, and MANAGEMENT
PROPERTY PROGRAM

POLICY TERM: March 31, 2021 to March 31, 2022

TOTAL

DATE: February 16, 2021

REASON FOR REVISION OF PREMIUM ALLOCATION: UPDATED RENEWAL ESTIMATE

| 2021/2022 TOTAL ANNUAL PREMIUM: | $1,989,938 |
| 2020/2021 TOTAL ANNUAL PREMIUM: | $1,506,911 |

| 2021/2022 TOTAL REPORTED INSURABLE VALUES*: | $1,659,714,293 |
| 2020/2021 TOTAL REPORTED INSURABLE VALUES: | $1,516,673,229 |

- **CALCULATIONS** -

<table>
<thead>
<tr>
<th>COVERAGE DESCRIPTION</th>
<th>DECLARED VALUES</th>
<th>RATE ($/100)</th>
<th>ANNUAL PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Risk incl. Flood and Deductible Pool Contribution</td>
<td>$949,543,702</td>
<td>$554,036</td>
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<tr>
<td>Terrorism, Boiler &amp; Machinery and Brush Fire (Miscellaneous Other Coverages)</td>
<td></td>
<td>$123,843</td>
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</tr>
</tbody>
</table>

**OPTIONAL COVERAGES:**

A. Earthquake per schedule including Rooftop (if applicable) | $ 0 | $ 0 |

B. Licensed Vehicles and Deductible Pool Buy Down Contribution | $2,804,937 | $7,980 |

   Licensed Vehicles above $250,000 in value | $ 0 | $ 0 |

   Buses (Part of Coverage B. Licensed Vehicles) | $706,351,254 | $1,393,691 |

C. Mobile Equipment (Non-highway licensed) | $1,014,400 | $2,275 |

D. Fine Arts (scheduled) | $ 0 | $ 0 |

Total Annual Premium | $2,081,825 |

Estimated Taxes and Fees | $117 |

Estimated EIA Administration Fees | $18,057 |

School Loss Control Service Fee | $ 0 |

*Total Insured Values (TIV) as of January 13, 2021

TOTAL COLLECTIBLE PREMIUM | $2,100,000
February 3, 2021

To: Property Program Members

From: Gina Dean, CEO

Re: State of the Property Market

As many of you are aware, the current property insurance market is challenging. I want to take this opportunity to provide some background information on the state of the market and the status of the PRISM Property Program. I have also attached talking points and a one-page information sheet that we hope you will find useful in communicating this reality to the stakeholders within your organization.

Background

Prior to 2017, the property insurance market was in a “soft” market cycle that allowed consumers to take advantage of extremely competitive pricing and expanded terms and conditions. However, beginning in 2017, increases in attritional losses along with historically severe catastrophe claims resulted in carriers collecting insufficient premium to cover the surging claims. In addition, these events have impacted the market's surplus, capacity, and available reinsurance, pushing the industry into a hardening cycle for consumers.

In 2020, PRISM had its highest incurred property claims in the Program's history with about $77M of losses reported as of January 1, 2021, as compared to an average of $46M over the last five years. Higher than normal claims can largely be attributed to the wildfires within California, which account for almost 60% of the loss dollars. At the same time, the market continued to sustain significant catastrophe losses along with the additional challenges brought on by the COVID-19 pandemic, and civil unrest. The increased reinsurance costs, aggressive litigation trends, and adverse claim development trends have further aggravated the property market. Carriers have become risk adverse, offering up restricted capacity at increased pricing. Unlike previous hard market cycles, there is not significant new capital entering the market, which would provide the competition needed in order to soften the market.
**PRISM’s Renewal Strategy**

PRISM has always been, and continues to be, proactive in managing the Property Program, which continues to be one of the largest public entity property placements worldwide. Currently, the Program has 110 members and approximately $80B in total insured values. We have increased marketing efforts in order to secure the best possible outcome for the upcoming Property Program renewal. Additionally, we leverage the sophistication of the Program to explore unique ways in which the captive and the pool layer(s) can improve capacity and pricing within the Program.

The Property Program is currently structured with an aggregated pool and primary insured layer, above which excess layers of coverage are placed. Exposure is allocated among separate "towers" to diversify the risk geographically and by building type. The unique structure of the Program and its risk sharing features have afforded members higher loss limits, reduced costs, and coverage stability.

Because of the model we have built, our Property Program will fare better than the market and certainly better than for public agencies trying to endure a hard market on their own. However, members should still expect rates to increase based on the trends, capacity within the industry, and the Property Program’s experience last year.

If we have learned from history, we know that joint powers authorities (self-insurance pooling) have been the answer to turbulent markets. By staying the course, we will all benefit from our economies of scale, our partnership with markets, and our sharing of best practices to help manage risk.
Talking Points for the Property Market

- Industry catastrophe loss experience. The property market has been challenging for the last several years as the industry has experienced unprecedented losses including the devastating wildfires that have impacted California.
  
  o Worldwide, 2017 was the worst year for natural catastrophe losses in history. The main driver of this was losses associated with Hurricanes Harvey, Irma, and Maria (HIM). Insured losses for these hurricanes exceeded $100 Billion dollars.

  o 2018 was the third most costly year for natural catastrophe losses in history. Losses spanned many different types of catastrophes including hurricanes, wildfires, severe flooding in the Midwest, and increased frequency and severity of convective storms (hail and tornado). California and the PRISM Property Program have experienced unprecedented wildfire activity. In the last several years, we have seen the largest, deadliest, and costliest wildfires in our state’s history. Seven of the largest wildfires in our history have occurred in the last 3 years.
     - Largest fire: August Complex Fire, August 2020 – over 1,000,000 acres burned. Total insured losses for the Northern California wildfires of 2020 are currently estimated at $5 - $9 Billion.
     - Deadliest fire: Camp fire, November 2018 – nearly 19,000 structures destroyed and 85 lives lost. Total insured losses are estimated at $10.2 Billion dollars.
     - Costliest fire(s): In the last three years, the top five most destructive California wildfires have occurred: Camp Fire, Tubbs Fire, Woolsey Fire, Atlas Fire, and Thomas Fire. Total insured losses associated with these fires is expected to exceed $30 Billion dollars.
  
  o 2020 was the fifth costliest on record for insured catastrophe losses and is currently estimated at $83 Billion in insured losses. This is in addition to the COVID-19 pandemic, unprecedented civil unrest, and adverse loss development.

- Industry attritional loss experience. In addition to the large natural catastrophe losses, the size and frequency of “attritional” or non-catastrophe related claims
such as fire and water damage has also been growing. This is seen as an industrywide trend and is also taking place within the PRISM Program.

- **Member rates will increase in 2021.** The degree of rate increase to each individual member will vary within an established range dependent upon your entity’s claims experience. Member allocation also takes into account the unique exposures of each entity including the types of property being insured and exposure to natural catastrophes.

  Members with minimal or no losses in the last five years can expect to be on the lower end of the range. Those who have experienced claims in the last five years will be on the higher end of the range, but will benefit in the security of being part of a pool. Shopping as an individual entity with large losses is extremely difficult, especially in California.

- **PRISM’s Property Program size is an advantage.** A positive for PRISM members is that the size of the Property Program creates stability and offers economies of scale that could not be realized without being in a large pool. Because of its size, we are able to leverage the volume of capacity we purchase to benefit all Program members.

- **Relationship advantages.** PRISM has long-standing relationships with carriers worldwide, which result in better renewal offerings.

- **PRISM ARC (our Captive).** PRISM has always been proactive in managing the Property Program and our approach to making funding decisions. We are one of the few self-insurance groups in the nation that have the size required to form our own captive insurance company. The captive is used to benefit from the increased opportunities for investment income and expanding coverage available within the Program.

- **Pools have an advantage in challenging markets.** If we have learned from history, we know that joint powers authorities (self-insurance pooling) have been the answer to turbulent markets. By staying the course, we will all benefit from our economies of scale, our leverage in the insurance markets, and our sharing of best practices to help manage risk.
PROPERTY MARKET OVERVIEW: Hard Times

Unprecedented world events, in tandem with carriers not turning a profit, has resulted in the market remaining hard. Prior to 2020, rate increases were largely tied to a soft market correction while factoring in increased attritional loss and adverse catastrophe loss development. In 2020 the pandemic, social unrest, rising reinsurance costs, financial market volatility, global recession, and more frequent and severe catastrophes have greatly exacerbated the situation.

PRISM Wildfire Losses (in millions)

Despite increased wildfire claim activity within the program, no single claim has exceeded the primary layer.

PRISM Benefits

The PRISM Property Program size creates stability and allows for economies of scale.

PRISM has the benefit of long-standing carrier relationships worldwide which results in better renewal offerings.

PRISM’s proactive approach allows for unique and sophisticated funding solutions through utilization of their captive, PRISM ARC.

Universe Capital Raised following shock events

Unlike previous hard markets, restricted capacity offered by carriers is a result of reduced appetite rather than capital reduction. Lack of significant new capital flowing into the market (which would help drive competition) points to a sustained hard market.

PRISM Property Program size creates stability and allows for economies of scale.

PRISM has the benefit of long-standing carrier relationships worldwide which results in better renewal offerings.

PRISM’s proactive approach allows for unique and sophisticated funding solutions through utilization of their captive, PRISM ARC.