

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

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 10, 2021

Meeting will begin immediately after Audit Oversight Committee

Meeting will be held via webinar

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please email the Clerk of the Board, <u>dalia.gonzalez@sdmts.com</u> at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed under '<u>Additional</u> <u>Materials</u>.' Click the following link to access the meeting: <u>https://zoom.us/j/94562188418</u>

Para solicitar la agenda en un formato alternativo o para solicitar acomodaciones de participación, por favor mande un correo a la Secretaria de la Junta, <u>dalia.gonzalez@sdmts.com</u> al menos dos días hábiles antes de la reunión. Instrucciones para ingresar a la junta virtual están disponibles bajo '<u>Additional Materials</u>.' Use este enlace para acceder la reunión virtual: <u>https://zoom.us/j/94562188418</u>

1.	ROLL CALL	ACTION <u>RECOMMENDED</u>
2.	APPROVAL OF MINUTES - May 6, 2021	Approve
3.	PUBLIC COMMENTS	
СОММ	ITTEE DISCUSSION ITEMS	
4.	<u>Quarterly Mid-Coast Corridor Transit Project Update (Ramon Ruelas of SANDAG)</u>	Informational
5.	Riverwalk Station Agreement (Karen Landers) Action would forward a recommendation to the MTS Board of Directors 1) In compliance with CEQA Guidelines 15096: (a) independently review the environmental effects of the project as shown in Final Environmental Impact Report No. 581984/State Clearing House No. 2018041028 certified by the City of San Diego on November 17, 2021 (EIR), and find that none of the conditions described in CEQA Guidelines 15162 or 15163 exist as there has been no substantial change in the project, change in circumstances, or new	Approve
	Please SILENCE electronics during the meeting	

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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities. information regarding a new impact or significant increase in the severity of an environmental impact in the months since the EIR was certified so no subsequent or supplemental EIR is required; (b) independently review the CEQA Guidelines Section 15091 and 15093 findings for the Riverwalk EIR, incorporated by reference herein, and adopt the findings as its own; (c) consider the EIR as prepared by the City; (d) find that, consistent with the CEQA Guidelines Section 15091 and 15093 findings, there are no feasible alternatives or feasible mitigation measures within MTS's powers that would substantially lessen or avoid any significant effect the project would have on the environment; and (e) order MTS staff to file a notice of determination. 2) Authorize the Chief Executive Officer (CEO) to execute the Riverwalk Station Agreement, in substantially the same format as Attachment A (Agreement), and effectuate the property rights transfers set forth therein. 3) Declare the Triangle Parcel (Exhibit I to the Agreement) and the Fashion Valley Road Dedication Parcel (Exhibit H to the Agreement) to be "Exempt Surplus Land" pursuant to Government Code section 54221(f)(1)(C), (D), and (E).

6. <u>CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION/</u> Possible Action <u>CONFERENCE WITH LABOR NEGOTIATORS – CHIEF EXECUTIVE</u> <u>OFFICER Pursuant to California Government Code Sections 54957 and</u> <u>54957.6;</u> <u>Agency-Designated Representative: Nathan Fletcher, Chair</u> <u>Employee: Sharon Cooney, CEO</u>

OTHER ITEMS

- 7. REVIEW OF DRAFT June 17, 2021 MTS BOARD AGENDA
- 8. OTHER STAFF COMMUNICATIONS AND BUSINESS
- 9. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
- 10. NEXT MEETING DATE: July 15, 2021
- 11. ADJOURNMENT

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

DRAFT MINUTES

May 6, 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 9:07 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. <u>Approval of Minutes</u>

Vice Chair Sotelo-Solis moved to approve the minutes of the March 4, 2021, MTS Executive Committee meeting. Board Member Sandke seconded the motion, and the vote was 5 to 0 in favor with Board Member Elo-Rivera and Board Member Salas absent.

3. Public Comments

There were no Public Comments.

COMMITTEE DISCUSSION ITEMS

4. <u>Amendments to County and MTS Sublease (Mills Building) (Karen Landers)</u>

Karen Landers, MTS General Counsel, presented on amendments to the County and MTS Sublease of the Mills Building. She outlined the history of the agreement, proposed sublease amendments and MTS cost impacts.

Vice Chair Sotelo-Solis asked about the analysis related to the increase of annual operating costs. She was particularly concerned about energy savings fixtures or retrofits that could allow the agency to lower its cost impact.

Ms. Landers explained the building has various energy efficiency retrofits maintained by Colliers, the property management company. The majority of the operating budget accounts for building management along with the utilities and capital programs, which maintain and refresh the building.

Vice Chair Sotelo-Solis asked if the budget presented indicated the overall operating cost.

Ms. Landers explained the budget presented indicates the increased cost to MTS with the 8th floor transfer.

Board Member Sandke asked about the additional space needed to support operations. He asked if the investment in obtaining the 8th floor matched the needs of the agency.

Sharon Cooney, MTS Chief Executive Officer, stated that the 8th floor would support the staff that coordinates PRONTO, Mid-Coast and additional future expansions of the system.

Action Taken

Chair Fletcher moved to forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute an Amendment to Sublease between MTS and the County of San Diego (County) related to the Mills Building located at 1255 Imperial Avenue in

San Diego, in substantially the same format as Attachment A. Board Member Hall seconded the motion, and the vote was 5 to 0 in favor with Board Member Elo-Rivera and Board Member Salas absent.

5. <u>Gaslamp Square Advertising Opportunity (Rob Schupp)</u>

Rob Schupp, MTS Director of Marketing and Communications, presented on the Gaslamp Square advertising opportunity. He outlined the Gaslamp square overview, Comic-Con activation, design, project benefits and next steps.

Board Member Sandke was concerned about stakeholder outreach. He asked if the advertising structure would have audio functionality. He noted audio may be needed to broadcast emergency alerts.

Mr. Schupp confirmed the advertisement structure did not have a sound system to support audio broadcasting.

Vice Chair Sotelo-Solis asked about the potential electrical work that would be done on the project. She commented about the skilled labor workforce requirements.

Board Member Hall voiced concern that the light from the advertisement screen would disturb residents living nearby.

PUBLIC COMMENT

Gretchen Newsom – Representing the IBEW 569 supported the development of the project and is eager for a skilled and trained workforce to help develop and build this project.

Action Taken

No action taken.

6. Policy 18 – Joint Development Program Status (Tim Allison)

Tim Alison, MTS Manager of Real Estate Assets, and Karen Landers presented on Policy 18 – Joint Development Program status. They outlined the following items: previous Policy 18 changes; Morena Vista development; Smart Corner; Grossmont Trolley Station; Villa Encantada; development locations in the City of San Diego, City of National City, City of Chula Vista, and development locations in East County; AB 1486 noticing requirements; E Street Trolley Station; 12th & Imperial Transit Center; Grantville Trolley Station; Palm Avenue Station; Beyer Boulevard Trolley Station and Rancho Bernardo Transit Center; El Cajon Transit Center; City of La Mesa TOD feasibility study; Spring Street Station; Amaya Drive Station; 24th Street Trolley Station; Palomar Trolley Station; H Street Trolley Station; Riverwalk property; and the Mid-Coast – Clairemont Drive Trolley Station.

Ms. Cooney spoke on the 12th and Imperial Transit Center and noted this location is the largest transfer point in the system. She noted the main focus of the development is the transit center, ahead of a development deal.

Chair Fletcher asked staff to discuss the reasons for the lack of bidder interest in this site. He also asked for staff to explain the entitlement process for this development.

Mr. Allison noted that Greystar was the most likely candidate and did not place a bid, because they already had too much entitlement under construction. He continued that this project also

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had more risk associated with it as it was on public land. He noted the affordable housing developers cited the project was too large, along with additional ground leasing complications. He assured the Board he was optimistic to move the project forward.

Chair Fletcher asked for staff to list the number of units for the site.

Mr. Allison hoped to incorporate 1,000 units, including an office expansion.

Board Member Sandke noted the importance of the development, but noted the main priority of the project should be the region's transit needs. He encouraged this project to be reimagined as a mobility hub rather than a transit center. He noted this would be an opportunity for the agency to create a mobility hub model for the region.

Ms. Landers noted that if the agency does move forward with the development of the transit center first, it will not preclude private housing development on top of the site. Doing so may reduce developer hesitation about transit center expansion costs and thus expand the pool of interested housing developers.

Ms. Cooney commented on the Clairemont Drive site and noted it as a critical access entryway to the nearby communities in Clairemont. She discussed concerns about the ability to access the site with an automobile and also noted bus accessibility limitations. She stated that the delay of this development could impact transit accessibility.

Vice Chair Sotelo-Solis commended MTS for its long-term thinking and encouraged thinking about the development sites as transit hubs. She asked about a 24th Street Trolley Station pathway that would run over the freeway that would allow the city to develop on both sides of the station. She asked staff if developers had any thoughts about the suggestion.

Mr. Allison noted he had not heard about this particular proposal.

Board Member Sandke noted that the agency is involved in the service of transporting people as opposed to housing. He asked about revenue estimates in ground leases to assist with a long-term income stream.

Ms. Cooney noted that due to changes in Policy 18, establishing revenue generating ground leases were not a priority objective of the policy.

Mr. Sandke commended the agency to be an exemplary partner in the development of housing in the region. He noted however that facilitating an efficient transit system should remain the focus of the region.

Action Taken

Informational item only. No action taken.

7. Report on Activities Related to COVID-19 (Sharon Cooney)

Sharon Cooney, MTS Chief Executive Officer, reported on activities related to COVID-19. She outlined the following information: COVID-19 response measures, passenger safety/confidence measures, ridership level results, passenger survey results, employee safety/confidence measures, and next steps.

Chair Fletcher commended MTS staff in their efforts throughout the pandemic and the leadership ability to quickly adapt.

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Board Member Aguirre gave her condolences for the lives lost of MTS employees and commended MTS staff for their effort and dedication to keeping the system moving during extraordinary times.

OTHER ITEMS

8. REVIEW OF DRAFT May 13, 2021 BOARD AGENDA

Recommended Consent Items

- <u>Title VI Triennial Program Update Submittal</u> Action would adopt Resolution No. 21-6 approving the Title VI Program, including the plans, notices, records, maps, and data that demonstrate MTS's compliance with requirements of Title VI of the Civil Rights Act of 1964 (Title VI), for submittal to the Federal Transit Administration (FTA).
- 7. <u>California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal</u> <u>Year (FFY) 2021 Federal Transit Administration (FTA) Section 5311 – Formula Funding</u> Action would approve Resolution No. 21-7 authorizing the use of and application for \$207,000 of FFY 2021 Section 5311 funds for operating assistance in rural areas.
- <u>California Department of Transportation (Caltrans) Program of Projects for Federal Fiscal</u> <u>Year (FFY) 2021 Federal Transit Administration (FTA) Intercity Bus Program 5311(f) –</u> <u>Competitive Funding</u> Action would approve Resolution No. 21-8 authorizing the use of and application for \$300,000 of FFY 2021 Section 5311 (f) – competitive funding for operating assistance in non-urbanized areas.
- Heliox Technology, Inc (Heliox) Fast Dc 180 kW High Powered Electric Chargers (HPC) Chargers – Sole Source Award Action would authorize the Chief Executive Officer (CEO) to issue a Purchase Order to Heliox for eight (8) Fast DC 180 kW Electric Chargers, and twenty-four (24) overhead inverted pantographs through a sole source procurement in the amount of \$1,275,595.50.
- 10. Investment Report Quarter Ending March 31, 2021
- Las Chollas Bridge Repair Contract Award authorize the Chief Executive Officer (CEO) to execute PWL334.0-21, with Blue Pacific Engineering and Construction, a Small Business (SB), for the Las Chollas Bridge Repair in the amount of \$623,100.00 plus 20% contingency.
- 12. <u>On-Call Electrical Repair Services Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG330.0-21, with ACM Artistic Neon, Inc., dba ACM Lighting Services (ACM), a Disadvantaged Business Enterprise (DBE), for on-call electrical repair services for a period of one (1) base year and an additional two (2) option years for a total contract value of \$227,414.04.

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- <u>Copley Park Division (CPD) Maintenance Shop Flooring Rehabilitation Work Order Agreement</u>
 Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC275-19 under Job Order Contract (JOC) to MTS Doc. No. PWG275.0-19, with ABC Construction Co., Inc. (ABC), in the amount of \$131,013.55 for the rehabilitation to the maintenance shop flooring at the CPD.
- Portable Toilet Services Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2452.0-21 with United Site Services of California, Inc., for portable toilet services, for three (3) base years with two (2) option years, for a total of five (5) years effective July 1, 2021, at a cost of \$840,462.29.
- <u>Pest Control Services Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2454.0-21, with Pestmaster Services, L.P., a Small Business (SB), for pest control services totaling \$277,865.24 for five (5) years effective June 8, 2021.
- 16. <u>Bus Subcomponents Contract Awards</u>

Action would authorize the Chief Executive Officer (CEO):1) Execute MTS Doc. No. B0731.0-21, with Mohawk Manufacturing & Supply (Mohawk), in the amount of \$166,134.17 plus 20% contingency for the provision of bus brake and planetary kits, and air brake parts for a five-year term; and 2) Execute MTS Doc. No. B0732.0-21, with Vehicle Maintenance Program [a Women's Business Enterprise (WBE)], in the amount of \$118,811.83 plus 20% contingency for the provision of and disc brake parts for a five-year contract term.

- Payment Card Industry Data Security Standards (PCI-DSS) Professional Consulting Services – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2444.0-21, with CampusGuard LLC, for the PCI-DSS Professional Consultancy Services for a three (3) year base term with two (2) one-year options in the amount of \$684,000.00.
- Communication Equipment Heating Ventilation Air Conditioning (HVAC) Maintenance Services – Amendment Action would: 1) Ratify Amendments 1-3, 5 and 6 (4 was not used) under MTS Doc. No. PWG225.0-17 (Attachments B – F) with Comfort Mechanical, a Small Business (SB), for a total of \$98,919.00; and 2) Authorize the Chief Executive Officer (CEO) to exercise Amendment 7, inclusive of option years 3 and 4, and increase the number of locations for the additional Mid-Coast stations under MTS Doc. No. PWG225.7-17 with Comfort Mechanical for a total of \$98,948.50.
- Amendments to County and MTS Sublease (Mills Building) Action would authorize the Chief Executive Officer (CEO) to execute an Amendment to Sublease between MTS and the County of San Diego (County) related to the Mills Building located at 1255 Imperial Avenue in San Diego, in substantially the same format as Attachment A.

Executive Committee Meeting – DRAFT MINUTES May 6, 2021

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9. <u>Committee Member Communications and Other Business</u>

Julia Tuer, MTS Manager of Government Affairs, briefly discussed the items on the SANDAG joint meeting between the Transpiration, Regional Planning, and Borders Committees meeting agenda. The items included the following: remote working in the region along with the 2021 Regional Social Equity report.

10. <u>Next Meeting Date</u>

The next Executive Committee is scheduled for June 10, 2021, at 9:00 a.m. [Clerk's Note: the Audit Oversight Committee will be held prior to the Executive Committee meeting on June 10, 2021.]

11. <u>Adjournment</u>

Chair Fletcher adjourned the meeting at 10:42 a.m.

Chairperson San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE):	May 6, 2021	CALL TO ORDER (TIM	/IE): 9:07am
RECESS:		RECONVENE:	
CLOSED SESSION:		RECONVENE:	
PUBLIC HEARING:		RECONVENE:	
ORDINANCES ADOPTED:		ADJOURN: 10:	42am

REPRESENTAT IVE	BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
County	FLETCHER (Chair)	\boxtimes	(Vargas)		9:07am	10:42am
Vice Chair	SOTELO-SOLIS	\boxtimes	(no alternate)		9:07am	10:42am
City of San Diego	ELO-RIVERA		(Montgomery Steppe)			
East County	GASTIL		(Hall)	\boxtimes	9:07am	10:42am
SANDAG Transportation Committee	MONTGOMERY STEPPE		(Aguirre)	\boxtimes	9:07am	10:42am
Chair Pro Tem	SALAS		(no alternate)			
South Bay	SANDKE	\boxtimes	(Aguirre)		9:07am	10:42am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez



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Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 10, 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.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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



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MID-COAST TROLLEY EXTENSION CONNECTING THE SAN DIEGO REGION

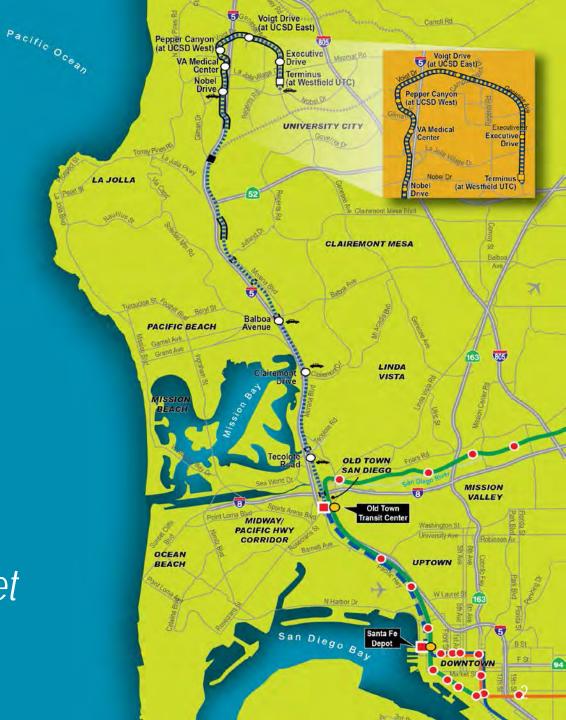
MTS Executive Committee | June 10, 2021



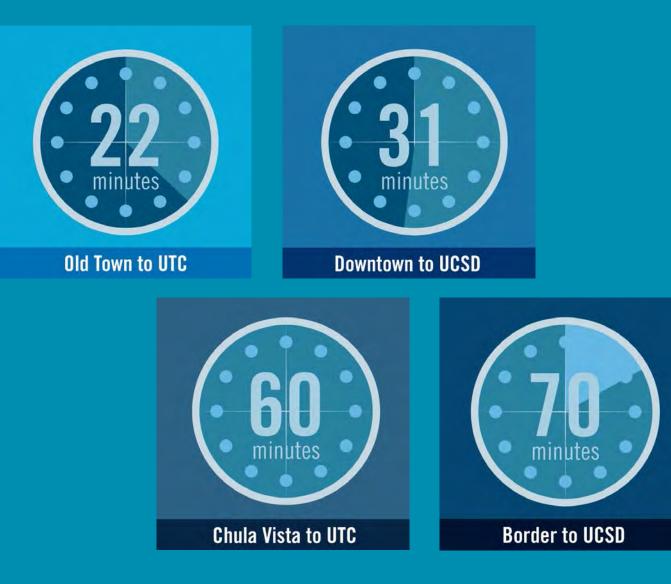


PROJECT OVERVIEW

- 11-mile extension of the UC San Diego Blue Line Trolley
- One seat ride from US-Mexico Border to University Community
- Nine new stations, five with parking
- 36 new Trolley cars
- \$2.1 billion project, funded by *TransNet* and Federal Transit Administration



CONNECTING THE REGION

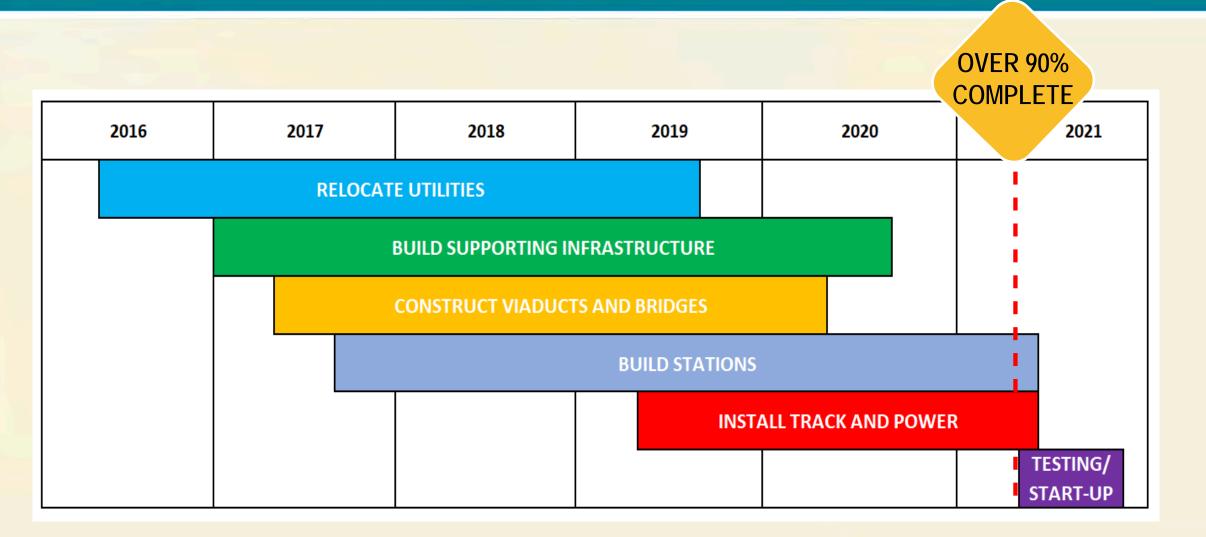




Project remains within budget and on schedule to begin service later this year

CONSTRUCTION SCHEDULE





























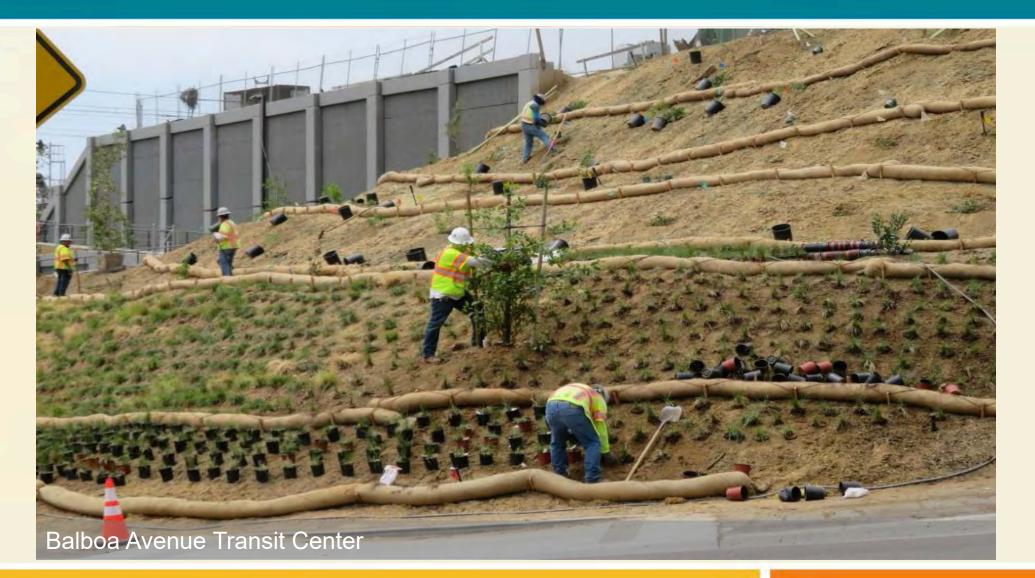












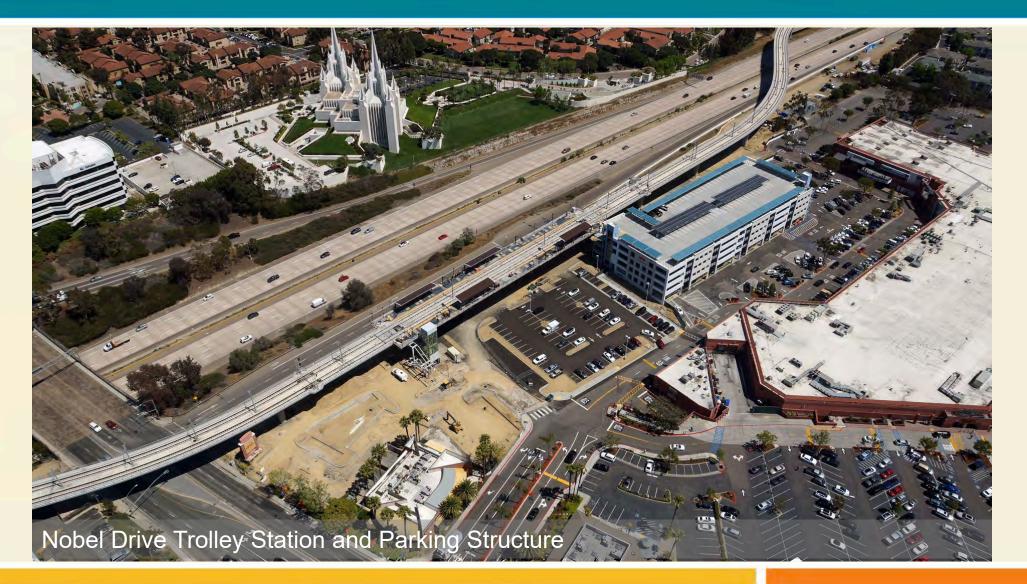




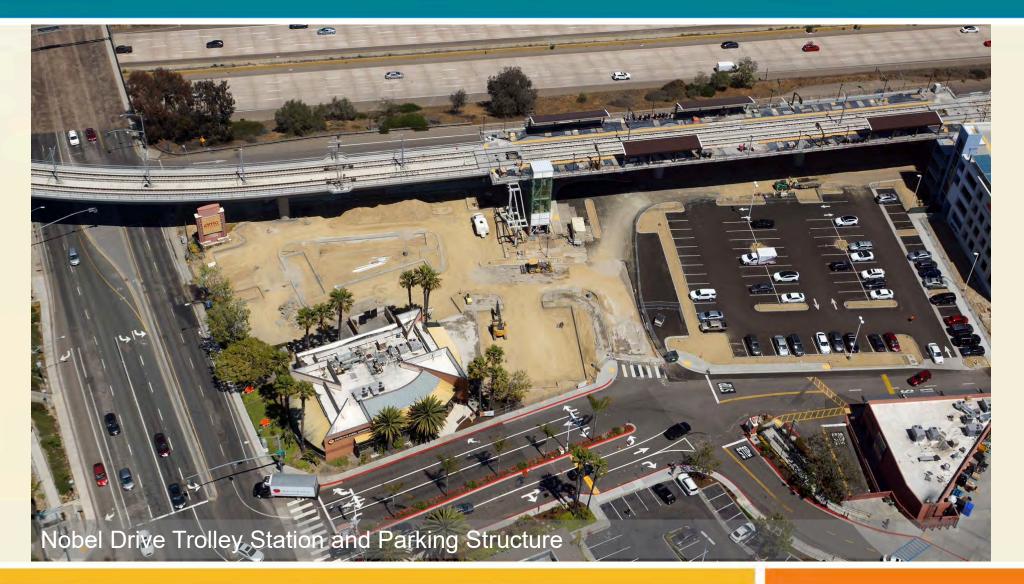




















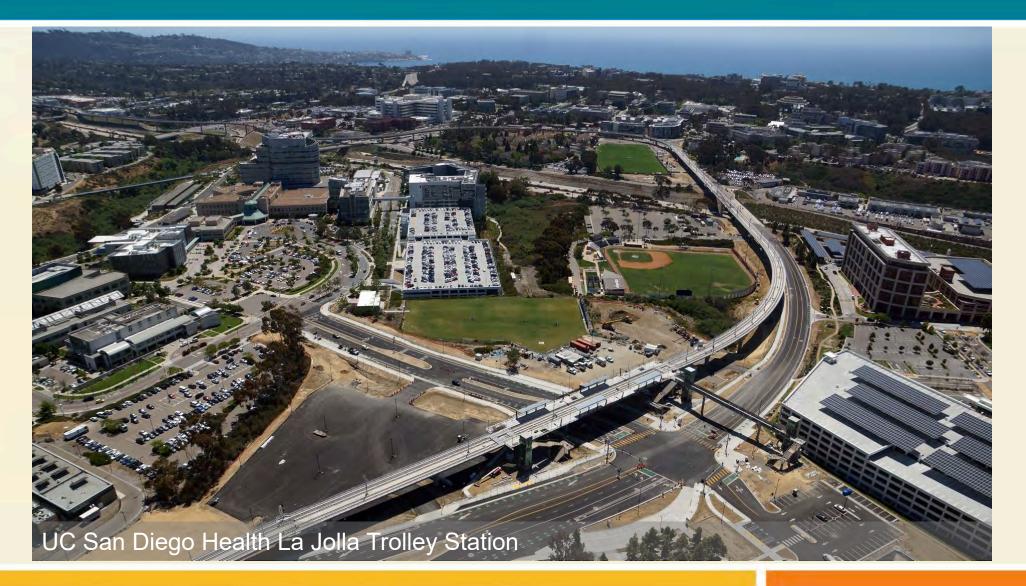




















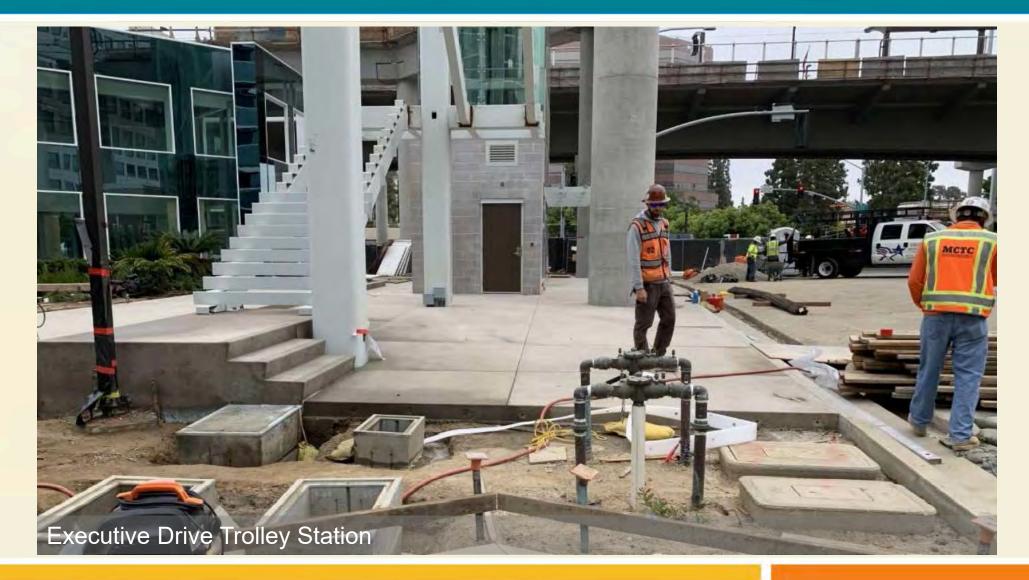








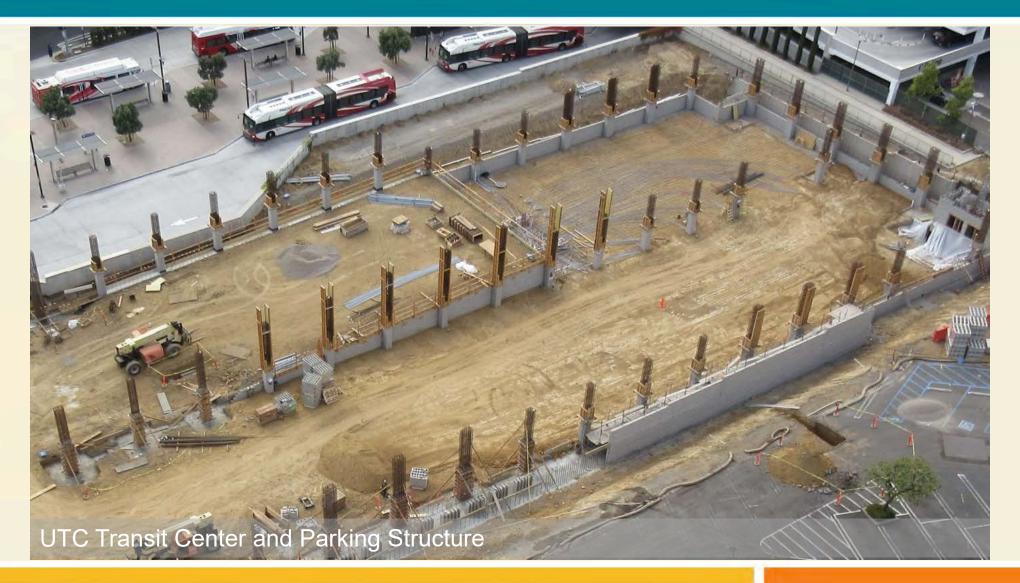














Project	Status
San Diego River Double Track*	COMPLETED February 2020
Elvira to Morena Double Track*	COMPLETED July 2020
I-5/Genesee Avenue Auxiliary Lane	COMPLETED October 2020
Gilman Bridge*	COMPLETED February 2021
Rose Creek Bikeway*	COMPLETED May 2021
Voigt Drive Improvements*	anticipated completion fall 2021

*TransNet-funded project

Contact Us

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KeepSanDiegoMoving.com/MidCoast









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Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 10, 2021

SUBJECT:

RIVERWALK STATION AGREEMENT (KAREN LANDERS)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward the following recommendation to the MTS Board of Directors:

1) In compliance with CEQA Guidelines 15096:

(a) independently review the environmental effects of the project as shown in Final Environmental Impact Report No. 581984/State Clearing House No. 2018041028 certified by the City of San Diego on November 17, 2021 (EIR), and find that none of the conditions described in CEQA Guidelines 15162 or 15163 exist as there has been no substantial change in the project, change in circumstances, or new information regarding a new impact or significant increase in the severity of an environmental impact in the months since the EIR was certified so no subsequent or supplemental EIR is required;

(b) independently review the CEQA Guidelines Section 15091 and 15093 findings for the Riverwalk EIR, incorporated by reference herein, and adopt the findings as its own;

(c) consider the EIR as prepared by the City;

(d) find that, consistent with the CEQA Guidelines Section 15091 and 15093 findings, there are no feasible alternatives or feasible mitigation measures within MTS's powers that would substantially lessen or avoid any significant effect the project would have on the environment; and

(e) order MTS staff to file a notice of determination.

2) Authorize the Chief Executive Officer (CEO) to execute the Riverwalk Station



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Agreement, in substantially the same format as Attachment A (Agreement), and effectuate the property rights transfers set forth therein.

 Declare the Triangle Parcel (Exhibit I to the Agreement) and the Fashion Valley Road Dedication Parcel (Exhibit H to the Agreement) to be "Exempt Surplus Land" pursuant to Government Code section 54221(f)(1)(C), (D), and (E).

Budget Impact

No direct budget impact. This Agreement will result in the construction of trolley station infrastructure at no cost to MTS. The value of those improvements will be incorporated into MTS's physical and real property asset inventory. MTS will be responsible for the costs of operating and maintaining the trolley station after acceptance.

DISCUSSION:

In 1997 and 2005, MTS extended the trolley to connect east-west between Old Town Transit Center and Grossmont Station in La Mesa. The project was constructed in two phases: Mission Valley West (MVW) and Mission Valley East (MVE). The MVW project included an extension through the Riverwalk golf course property in Mission Valley. At that time, the property was owned by the Levi-Cushman family and associated business entities. As part of a 1997 settlement regarding the property acquisitions necessary to construct the trolley extension, MTS entered into a series of agreements including:

- 1. <u>Golf Course Lease</u>. Lease of a 15-acre MTS-owned parcel to be used as two golf course holes to allow the Riverwalk Golf Course to continue to operate as an 18- or 27-hole golf course until the full 195-acre Levi-Cushman property was redeveloped.
- 2. <u>LRT Station Agreement</u> wherein Levi-Cushman agreed to construct a light rail transit station for MTS as a part of the future redevelopment of the property.
- 3. <u>Master Easement Agreement for Fixed Light Rail Transit Purposes</u> that grants MTS an easement to construct the trolley extension and reserves to the Levi-Cushman owners the right to various easements and property rights across the trolley extension in order to facilitate the redevelopment of the 195-acre property.

The future redevelopment of the Levi-Cushman property that was anticipated in the above agreements has now completed the planning and major permitting process. On November 17, 2020 (City of San Diego Agenda Items 343a through 343i) and December 8, 2020 (City of San Diego Agenda Items 59a through 59f), the San Diego City Council formally approved the development plans and certified an Environmental Impact Report for the 195-acre Levi-Cushman property – now called the Riverwalk San Diego project (Riverwalk Project).¹

The Riverwalk Project is intended to transform the existing Riverwalk Golf Club into a transit-oriented neighborhood. At full build-out, the project will have approximately 4,300 units of housing, including 430 affordable units reserved for residents earning 65% of the

¹ See City of San Diego Resolutions R-2021-216, R-2021-237, and R-2021-215 (adopted November 17, 2020), and Ordinances O-2021-73, O-2021-59, O-2021-64 Cor. Copy, O-2021-63, O-2021-60 Rev. Copy, and O-2021-61 (adopted on December 8, 2020).

area median income. The plan also includes 152,000 square feet of retail space, 1 million square feet of office space, and nearly 100 acres of parks, open space and trails — including five acres of active community parks, a 45-acre River Park and 47 acres of protected riparian area along the river. As required by the above agreements and the EIR, the project will also include a new MTS Green Line trolley station. The station is sited roughly one mile between the Morena Linda Vista and Fashion Valley stations.

Construction is expected to begin in March 2022, with the trolley station required to be completed prior to building permit for the 3,386 Equivalent Dwelling Unit at the project. Full build-out will be phased over 15-20 years.

As the long-envisioned redevelopment of the Riverwalk site was refined during the project's design and permitting process at the City of San Diego, MTS staff worked with the Riverwalk developers, Hines Development and SD Riverwalk, LLC (collectively "Riverwalk"), to further refine and design the new trolley station and the other real property transfers that were contemplated in the 1997 settlement agreements. Today's action would approve a Riverwalk Trolley Station Agreement that does the following:

- 1. Memorializes MTS's support for the Riverwalk Project and the proposed location and design of the new trolley station and two road/rail crossings.
- Requires that Riverwalk obtain a Right of Entry Permit from MTS prior to construction of any of the improvements impacting MTS, which will allow MTS to approve the final designs and ensure appropriate safety measures and insurance/indemnification protections are in place.
- 3. States that the trolley station improvements will be constructed and funded by Riverwalk and other non-MTS sources, unless MTS requests a change order deviating from the current design or specifications.
- 4. Consents to various easements for roads, facilities, or utilities necessary to construct and maintain the Riverwalk Project.
- 5. Places responsibility for various Fashion Valley Road improvements on Riverwalk and agrees to transfer the MTS property necessary for those improvements to Riverwalk (which will be dedicated to the City of San Diego after construction).
- 6. Agrees to quitclaim an irregularly shaped parcel (Triangle Parcel) that is sandwiched between the MTS trolley right-of-way and the Riverwalk property on the north side of the tracks from MTS ownership to Riverwalk. The Triangle Parcel is made up of remnants from three parcels MTS acquired for the MVW project, which are now cut off from access by the intersecting trolley line. This quitclaim would adjust the lot lines on the MTS-owned parcels to end at the trolley right-of-way and transfer maintenance responsibility for the Triangle Parcel to Riverwalk.
- 7. Commits MTS to accepting ownership of and commencing operations on the new trolley station once construction is complete.
- 8. Commits Riverwalk to providing road and utility access across the Riverwalk property to the MTS-owned 15-acre site at the southwest corner of the Riverwalk Project (MTS South Parcel), which will facilitate future development by MTS of this site.

Surplus Land Act Compliance

The Surplus Land Act, Government Code section 54220, et seq., requires MTS to take specified actions before land is sold or leased for a permanent use. Certain land transfers are exempt from this process so long as the Board makes a finding that the land transfer falls within enumerated exemptions, such as:

Government Code Section 54221:

(f) (1) Except as provided in paragraph (2), "exempt surplus land" means any of the following:

(C) Surplus land that a local agency is exchanging for another property necessary for the agency's use.

(D) Surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use.

(E) Surplus land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property.

The transfers described in the Riverwalk Trolley Station Agreement meet the above definitions of Exempt Surplus Land because they achieve the following:

- Transfer the Triangle Parcel to Riverwalk (adjacent property owner) in exchange for (a) the new Trolley Station improvements and additional right-of-way, and (b) providing future road and utility access to the MTS South Parcel, which will facilitate future development of that parcel by MTS for either a transit or transit-oriented development purpose.
- 2. Transfer the Fashion Valley Road linear segment to Riverwalk for purposes of consolidating with Riverwalk and City-owned property and constructing improvements to Fashion Valley Road, a public street. After construction of the improvements by Riverwalk, the additional right-of-way will be dedicated to the City of San Diego. The transfer of the MTS-owned linear segment to the City of San Diego had been required by the MVW project. However, the transfer was never completed. This will correct that oversight.

Therefore, staff recommends that the Board officially declare the Triangle Parcel (Exhibit I to the Agreement) and the Fashion Valley Road Dedication (Exhibit H to the Agreement) to be "exempt surplus land" under Government Code section 54221(f)(1)(C), (D), and (E) and authorize the transfers included in the Agreement. Other property transfers in the Agreement are easements that are not subject to the Surplus Land Act procedures.

California Environmental Quality Act (CEQA) Compliance

As described above, the City of San Diego certified the EIR for the Riverwalk Specific Plan Project on November 17, 2020, and adopted CEQA Guidelines Section 15091 and 15093 findings, which are incorporated herein by reference: https://docs.sandiego.gov/council_reso_ordinance/rao2020/R-313360.pdf

Since the City of San Diego's approval of the EIR, there has been no substantial change in the Riverwalk Project, change in circumstances, or new information regarding a new impact or significant increase in the severity of an environmental impact related to the Riverwalk Project. The action requested of the MTS Board, approval of the Riverwalk Station Agreement, is intended to fulfill the requirement in the EIR that a trolley station be constructed as part of the project, and to otherwise implement the project as approved by the City of San Diego and described in the EIR.

CEQA Guidelines 15096 describes MTS duties under CEQA as a responsible agency with jurisdiction over a project making a subsequent discretionary decision on the development of the Riverwalk Trolley Station. To comply with CEQA Guidelines 15096, staff recommends the Executive Committee recommend that the Board take the following action:

(a) independently review the environmental effects of the project as shown in the EIR, and find that none of the conditions described in CEQA Guidelines 15162 or 15163 exist as there has been no substantial change in the project, change in circumstances, or new information regarding a new impact or significant increase in the severity of an environmental impact in the months since the EIR was certified so no subsequent or supplemental EIR is required;

(b) independently review the CEQA Guidelines Section 15091 and 15093 findings for the Riverwalk EIR, incorporated by reference herein, and adopt the findings as its own;

(c) consider the EIR as prepared by the City;

(d) find that, consistent with the CEQA Guidelines Section 15091 and 15093 findings, there are no feasible alternatives or feasible mitigation measures within MTS's powers that would substantially lessen or avoid any significant effect the project would have on the environment; and

(e) order MTS staff to file a notice of determination.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachment: A. Riverwalk Trolley Station Agreement

RIVERWALK TROLLEY STATION AGREEMENT

This Riverwalk Trolley Station Agreement ("Agreement") is made as of the _____ of _____, 2021 ("Effective Date"), by and between SD Riverwalk, LLC, a Delaware limited liability company ("Riverwalk" or "Developer") and the San Diego Metropolitan Transit System, a California public agency ("MTS"). Riverwalk and MTS are sometimes collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

A. Riverwalk will transform a 195-acre golf course into an infill, mixed-use village centered around a new Green Line Trolley Station and major public park within the Mission Valley Community Plan area, pursuant to entitlements approved by City Council on November 17, 2020 ("**Riverwalk Project**").

B. As part of the Riverwalk Project, Riverwalk proposes to construct the Green Line Trolley Station ("Station Project") roughly in the location shown on Exhibit A attached hereto pursuant to the conceptual design shown on Exhibits B and D attached hereto (collectively, "Conceptual Plans").

C. Riverwalk and MTS have the mutual goal of enhancing transit opportunities for the Mission Valley Community Plan Area and the City through development of the Station Project.

D. This Agreement provides the framework for Riverwalk's funding and construction of the Station Project, and MTS support, acceptance, and maintenance and operation of the Station Project.

NOW, THEREFORE, the Parties agree as follows:

1. <u>MTS Support for Station Project</u>.

- a. MTS supports the Riverwalk Project and supports the proposed location and configuration of the Station Project shown on the Conceptual Plans.
- b. As part of the Riverwalk Project, Riverwalk is proposing the construction of two road crossings: Street J below-grade, as depicted in Exhibit C ("Street J Crossing"); and Street O at-grade, as depicted in Exhibit E ("Street O Crossing"). MTS will support approval of the Street J and Street O crossings and all necessary easements and construction coordination required by the City, California Public Utilities Commission (CPUC), and any other regulatory authority having jurisdiction.
- c. In connection with development of the Riverwalk Project, Station Project, and/or Road Crossings, MTS agrees to provide written and/or oral statements of support and to make leadership available to participate in meetings with the CPUC, City of San Diego, SANDAG or other agencies, as necessary. If a letter of support is requested by Developer, this letter will identify that the crossing designs meet

MTS criteria and that MTS is prepared to accept ownership and begin operation of the Station Project upon construction completion.

- Design/Right of Entry Permit. Riverwalk and MTS have already agreed on the Conceptual 2. Plans for the Station Project, as shown on **Exhibit D** attached hereto. Before construction commences, final design of the Station Project will be mutually agreed upon by both MTS and Riverwalk, and the design and specifications will be finalized. Riverwalk will complete final design of the Station Project and MTS will cooperate with input on specifications and other requirements for the Station Project. MTS and Riverwalk will agree upon a mutually acceptable schedule and process for preparing, reviewing, and finalizing design and construction drawings for the Station Project Using the MTS Right of Entry Permit ("ROE Permit") process. Riverwalk and/or its contractors and agents shall obtain a ROE Permit from MTS prior to entry onto the MTS right-of-way or construction of the Station Project. The ROE Permit will establish the conditions and requirements that Riverwalk and/or its contractors and agents must follow at all times during the construction of the Station Project. MTS shall timely process any applications required to obtain the ROE Permits, and shall not unreasonably deny or delay the issuance of such ROE Permit. Riverwalk and/or its contractors and agents will comply with all MTS policies, rules and regulations as stated in the ROE Permit, and the instructions of MTS's representatives in relation to the proper manner of protecting the railroad tracks and traffic moving thereon, catenary lines, pull lines, signals and other property of MTS, or its tenants or licensees, during the period of construction of the Station Project and shall perform the work at such times and in such a manner so as not to endanger or interfere with the safe and timely operation of the railroad track and other facilities.
- 3. <u>Construction</u>. Construction of the Station Project will be performed by Riverwalk in connection with its development of the Riverwalk Project, unless otherwise agreed by the parties.
- 4. <u>Funding</u>.
 - a. <u>Funding of the Station Project.</u> Riverwalk will fund 100% of design and construction costs in accordance with a construction draw schedule for the Station Project based on the mutually agreed upon design in the ROE Permit. Riverwalk may seek other funding sources, including, but not limited to applications to the Affordable Housing and Sustainable Communities (AHSC) program; applications for Federal Department of Transportation grants or financing programs; support for establishing an Enhanced Infrastructure Financing District (EIFD); establishing another form of financing district, and advocating for inclusion of the Station Project in SANDAG's Regional Transportation Plan. Riverwalk may not seek funds that will cause MTS to lose funding.
 - b. <u>Change Orders</u>. After mutual execution of the Improvement Agreement, if either party requests a change order, the requesting party shall be responsible for any resulting costs. The details of this change order process shall be fully outlined in the ROE Permit.

- 5. <u>Easements held by Riverwalk and granted to City</u>. MTS expressly covenants that (1) the following easement rights are reserved to Riverwalk pursuant to Sections 3, 8, 8.1, 8.2, 8.3, 8.4, and 8.5 of the Master Easement Agreement for Fixed Light Rail Transit Purposes ("**LRT Easement Agreement**"), effective July 17, 1997; (2) none of the following easements unreasonably interfere with or restrict MTS' use and enjoyment of its own easement rights granted under the LRT Easement Agreement; and (3) it will cooperate with Riverwalk's efforts to construct improvements within the easements and assign or otherwise transfer the following easements to the City:
 - a. <u>Street J Road and Utility Easements</u>. Under Sections 3 and 8 of the LRT Easement Agreement, Riverwalk reserved the right to construct and intends to construct a grade-separated road, tunnels, and utility crossing as depicted in Exhibit F of the LRT Easement Agreement and as depicted on Exhibit C, through parcels MTS-1 and MTS-2 ("Street J Road and Utility Easements"). The exact location of this crossing will substantially conform to the Riverwalk Project's Final Map. MTS will cooperate with any Riverwalk action to transfer the Street J Road and Utility Easements to the City for public use in a form acceptable to Riverwalk and the City.
 - b. <u>Street O Road and Utility Easement</u>. Under Sections 3 and 8 of the LRT Easement Agreement, Riverwalk reserved the right to construct and plans to construct an at-grade and utility crossing as depicted on Exhibit E, through parcels MTS-3 and MTS-4 ("Street O Road and Utility Easements"). The exact location of this crossing will substantially conform to the Riverwalk Project's Final Map. MTS will cooperate with any Riverwalk action to transfer the Street O Road and Utility Easements to the City for public use in a form acceptable to Riverwalk and the City.
 - c. <u>MTS-4 Drainage Easement</u>. Under Sections 3 and 8 of the LRT Easement Agreement, Riverwalk reserved the right to use and construct improvements to the Existing Utilities Sleeves as depicted in Exhibit F of the LRT Easement Agreement and as depicted on **Exhibit F**, through parcel MTS-4 near the emergency vehicle access road ("**MTS-4 Drainage Easements**"). The exact location of this drainage easement crossing will substantially conform to the Riverwalk Project's Final Map. MTS will cooperate with any Riverwalk action to transfer the MTS-4 Drainage Easements to the City in a form acceptable to Riverwalk and the City.
 - d. <u>Underground Tunnels</u>. Under Sections 3 and 8 of the LRT Easement Agreement, Riverwalk reserved the right to use and construct improvements to a number of underground tunnels constructed beneath the LRT Easement, which are currently used for golf courts access across each side of the tracks and may be used for other types of crossing in the future ("**Underground Tunnels**"). MTS will cooperate with any Riverwalk action to transfer the Underground Tunnel Easements to the City, if necessary.

6. Easements held by MTS and to be granted to Riverwalk.

- a. <u>MTS Parcel Sewer Easement</u>. Riverwalk owns an existing 25-foot wide sewer and access easement running east-west through a portion of an MTS parcel south of the tracks, APN 436-610-13, as depicted on **Exhibit G** ("**MTS Parcel Sewer Easement**"). There is a proposed 30-foot public sewer easement running east-west within Riverwalk-owned Lot 28 north of the tracks. The Riverwalk Project proposes to connect the two existing and proposed easements via a new 35-foot sewer easement running north-south through the Triangle Parcel (defined in Section 7 below) under the LRT Easement and extending east-west along the Riverwalk Private Sewer Easement through the MTS parcel as depicted on **Exhibit G** ("**MTS Parcel Sewer Easement**"). MTS hereby agrees to grant to Riverwalk the MTS Parcel Sewer Easement to allow Riverwalk to use, maintain, and improve any existing sewer lines and construct any new sewer lines within the MTS Parcel Sewer Easement. MTS will permit and will cooperate with any Riverwalk action to transfer the Triangle Parcel Sewer Easements to the City for public use.
- b. <u>Fashion Valley Road Dedication</u>. Riverwalk proposes to construct improvements to Fashion Valley Road as depicted on Exhibit H ("Fashion Valley Road Dedication"). MTS agrees to quitclaim its fee simple interest in the land to Riverwalk. MTS will permit and cooperate with any Riverwalk action to transfer or dedicate easements to the City for public use.
- 7. <u>Triangle Parcel Quitclaim and Triangle Parcel Lot Line Adjustment</u>. MTS agrees to quitclaim its fee simple interest in the property it owns adjacent to the Riverwalk Project that is located north of the MTS tracks and near the west end of the Riverwalk Project depicted on **Exhibit I** ("**Triangle Parcel**"). Following completion of recordation of the first final map, the lot line at the base of the Triangle Parcel will be adjusted to run parallel to the Green Line Trolley tracks at the location of the existing fence. MTS and Riverwalk mutually agree to quit claim deeds for the land necessary to complete the lot line adjustment.
- 8. Dedication of Station Project Improvements and Easement. Following the completion of construction of the Station Project by Riverwalk, Riverwalk shall dedicate an easement over the Station Project facility lot(s) or portion(s) thereof, as created on the Riverwalk final map; Riverwalk shall also dedicate the Station Project facility improvements to MTS (collectively the "Station Easement"). Within thirty (30) days after final inspections and resolution of any post-construction punch lists or defects, which final inspection and resolution MTS shall not unreasonably deny or delay, MTS shall accept the Station Easement and improvements and assume ownership and maintenance obligations of such improvements. A soon as practicable thereafter for MTS trolley operations, MTS will begin operation of the facility as a trolley station for the public benefit. Riverwalk agrees to provide access easements from the Riverwalk Project's public streets over certain other Riverwalk Project parcels as is necessary for MTS to access the

Station Project Property to perform supplemental maintenance, if any, as described in **Section 8(a)**.

- a. <u>Maintenance and Operation of Station Project</u>. The Station Easement shall require MTS to assume all liability and responsibility for maintenance and operation of the Station Project and related equipment, and to do so according to commercially reasonable standards. The Station Easement may also grant Riverwalk the rights to provide Supplemental Maintenance, subject to agreement by both Parties.
- 9. <u>Timing</u>. Riverwalk shall construct and dedicate the Station Project facility to MTS consistent with the City of San Diego's Riverwalk Project land use approvals, as they were approved on November 17, 2020, and as they may be amended from time to time. MTS will not interfere with Riverwalk's buildout of the Riverwalk Project or ability to finance the buildout of the Riverwalk Project. MTS will begin transit operations of the Station Facility as soon as practicable upon acceptance of the dedication of the Station Project facility upon completion of construction.
- 10. <u>MTS South Parcel Access & Utility Connections</u>. MTS owns an approximately 15-acre parcel south of the tracks (APN 436-610-09-00, 436-610-10-00, 436-610-13-00, and a portion of 436-610-32-00) depicted in **Exhibit J** ("MTS South Parcel") without convenient access to the public street system. In order to facilitate convenient street access for MTS, upon a future extension of Riverwalk Drive to the MTS South Parcel, Riverwalk shall grant the City an easement for public road access and wet and dry utilities from the terminus of the constructed Riverwalk Drive to the MTS South Parcel, also shown on **Exhibit J** ("MTS South Parcel Access Easement"). With the granting of the MTS South Parcel Access Fasement, Riverwalk acknowledges that the public access rights through Riverwalk Drive to the MTS.
- 12. <u>Notices</u>. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon e-mail transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, postage prepaid, and addressed as follows:

To Riverwalk: SD Riverwalk LLC c/o Hines Interests Limited Partnership 600 W Broadway Suite 1150 San Diego, CA 92101 Attention: Pete Shearer Email: pete.shearer@hines.com

With a copy to:	Hines Interests Limited Partnership 2800 Post Oak Boulevard Suite 4800 Houston, TX 77056 Attention: Corporate Counsel Email: corporate.legal@hines.com
To MTS:	San Diego Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101 Attention: Sharon Cooney, CEO Email: Sharon.Cooney@sdmts.com
With a copy to:	San Diego Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101 Attention: Karen Landers, General Counsel Email: Karen.Landers@sdmts.com

- 13. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous Agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties.
- 14. <u>No Waiver</u>. The waiver or failure to enforce any breach or violation of any covenant herein contained shall not be deemed to be a waiver or abandonment of such covenant, or any waiver of the right to enforce any subsequent breach or violation of such covenant.
- 15. <u>California Law</u>. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 16. <u>Captions</u>. The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.
- 17. <u>Exhibits</u>. All exhibits attached hereto are incorporated herein by reference.
- 18. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 19. <u>Successors and Assigns</u>. This Agreement shall be binding on the Parties successors and assigns.
- 20. <u>Attorneys' Fees</u>. In the event legal proceedings are commenced regarding the enforcement of this Agreement, the prevailing party in any such action shall recover, in addition to any relief granted therein, reasonable attorneys' fees from the other party or parties, which fees shall be included in any judgment rendered in such proceedings.

- 21. <u>Severability</u>. If any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become or is held to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
- 22. <u>Breach/Default/Cure</u>. A party shall be in "Default" of this Agreement if it fails to comply with any covenant or perform any obligation required hereunder and such failure is not cured within sixty (60) days after written notice provided pursuant to **Section 12** describing such failure by the other party, provided that if such failure cannot be reasonably cured within such sixty (60)-calendar day period and the defaulting party commences to cure such failure within such sixty (60)-calendar day period and thereafter diligently and expeditiously proceeds to cure the same, the defaulting party shall be afforded such additional period of time as may be reasonably necessary to cure such failure.
- 23. <u>No Cross-Default</u>. Should Developer sell, assign, convey, contribute or otherwise transfer a portion of, or interest in all or any portion of, the Property to any other person or entity, no default by Developer or any such person or entity under this Agreement or any other agreement or instrument provided in connection therewith shall be deemed to otherwise constitute a breach or default by any such other party.
- 24. <u>No Personal Liability</u>. Notwithstanding anything in this Agreement to the contrary, recourse against Developer for the satisfaction of the obligations hereunder or any judgment rendered against Developer with respect to this Agreement shall be limited solely to the assets of Developer and none of (i) any person or entity owning, directly or indirectly, any legal or beneficial interest in Developer, (ii) any partner (general or limited, or a subpartner at any level), principal, officer, controlling person or entity, beneficiary, trustee, real estate investment advisor or other similar fiduciary, shareholder, employee, agent, affiliate or director of Developer or any person described in clause (i) above, or (iii) any of the respective successors and assigns of the individuals or entities described in clauses (i) or (ii) above, shall be personally liable for the performance of the obligations described herein or the satisfaction of any judgment and all such liability shall be deemed to be waived.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

DEVELOPER

SD RIVERWALK LLC, a Delaware limited liability company

- By: Hines SD Riverwalk LLC, a Delaware limited liability company, its managing member
 - By: Hines SD Riverwalk Associates LP,

	a Texas limited partnership, its sole member		
	By:	Hines Interests Limited Partnership, a Delaware limited partnership, its general partner	
		By:	Hines Holdings, Inc., a Texas corporation, its general partner
Dated:		_	By:

By:_____ Name:_____ Title:_____

MTS

San Diego Metropolitan Transportation System, a California public entity

Dated:

By:______Sharon Cooney Chief Executive Officer

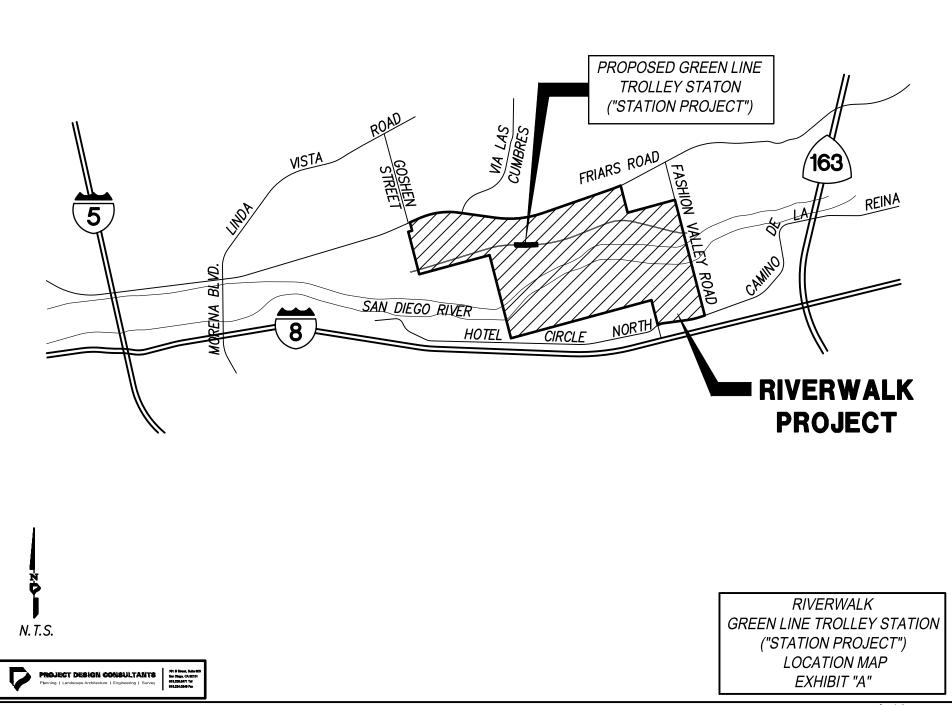
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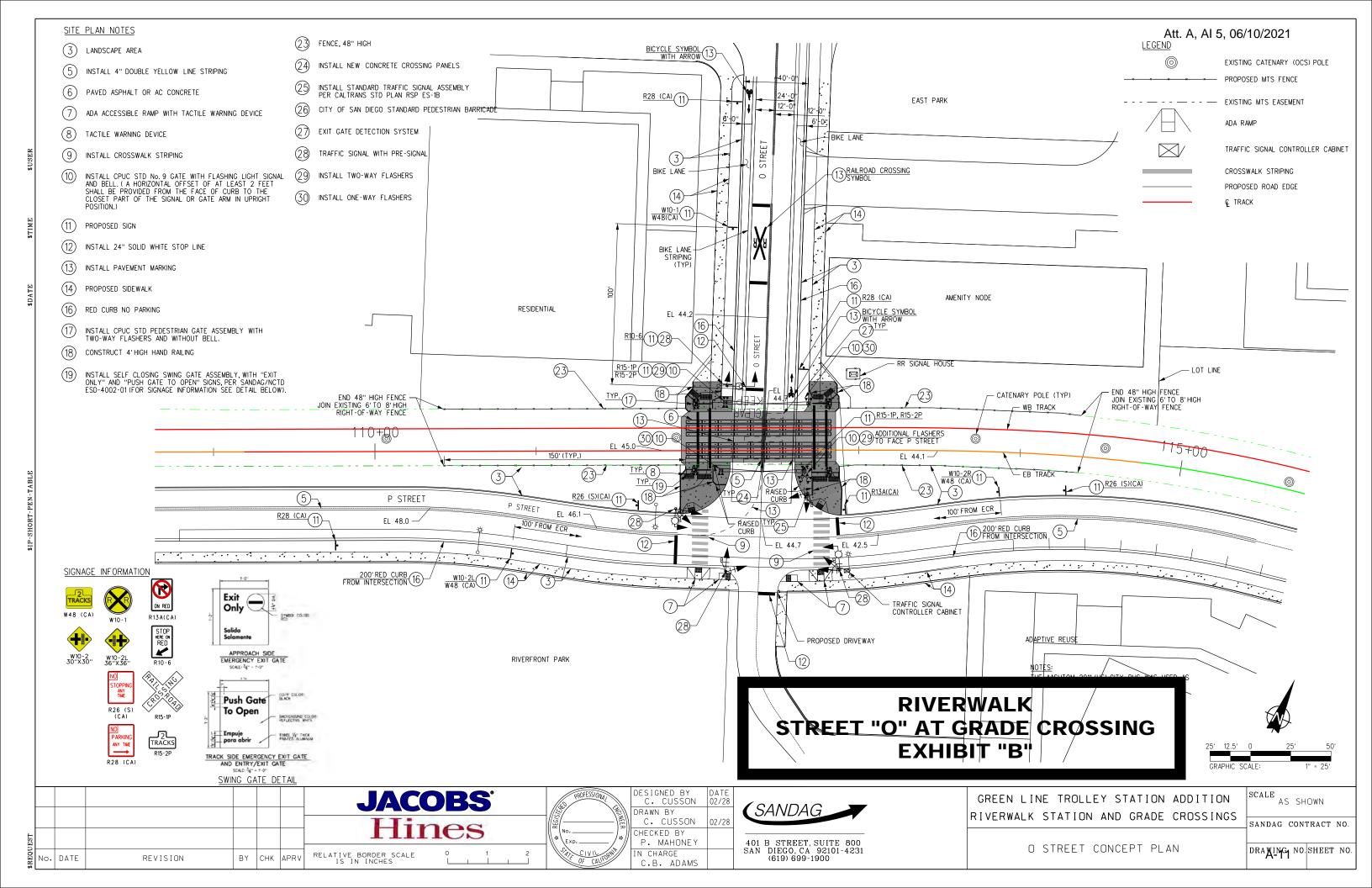
Dated:

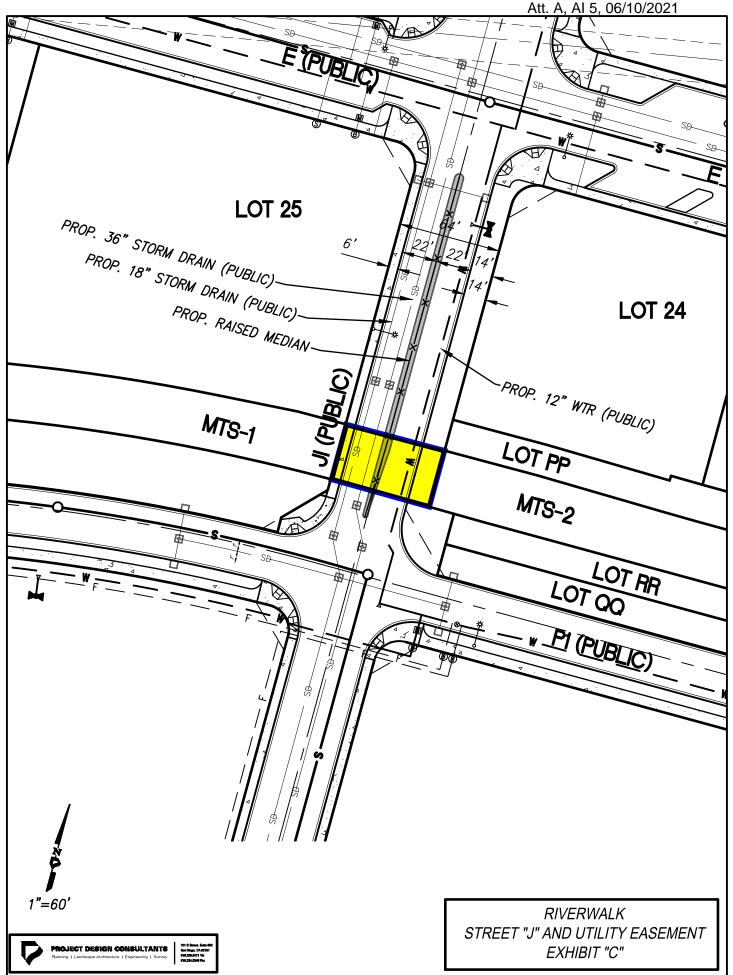
By: ______ Karen Landers General Counsel

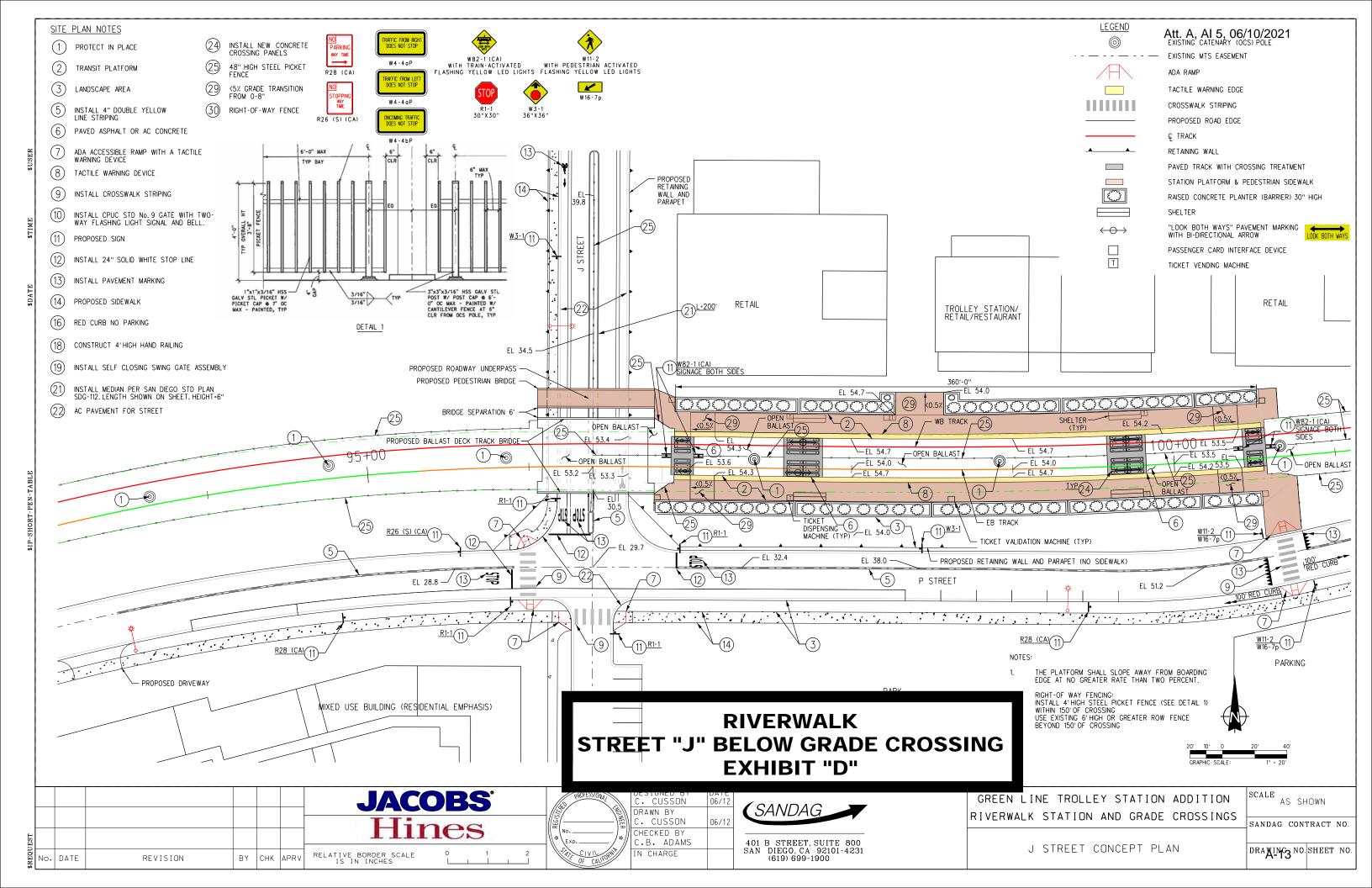
Exhibits

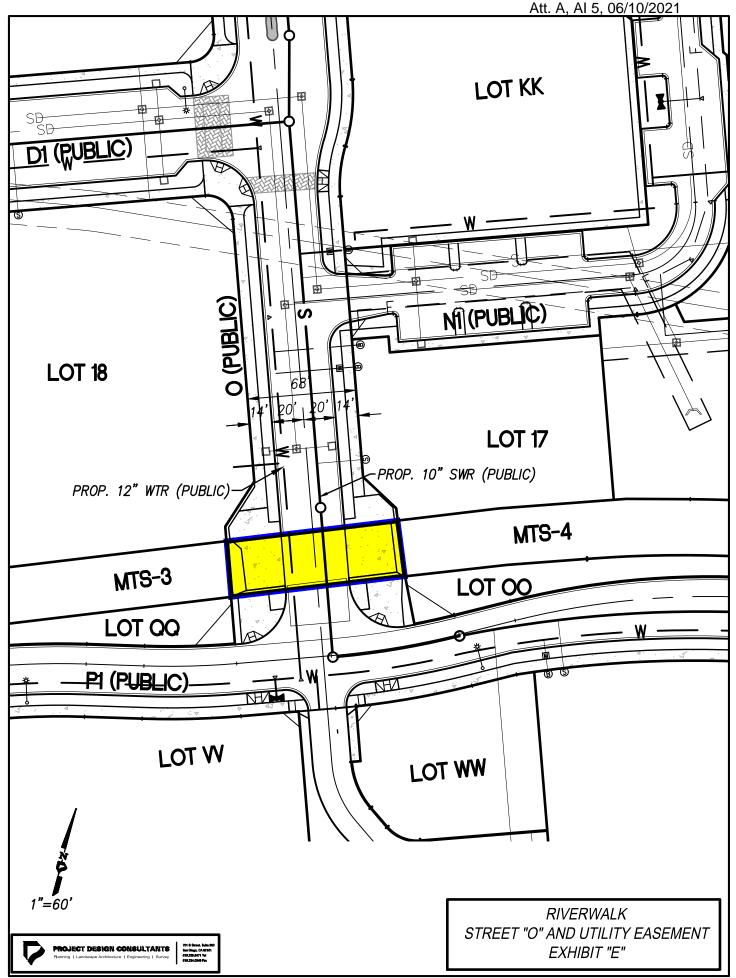
Exhibit A	Green Line Trolley Station Location
Exhibit B	Street O Crossing & Utility Easement
Exhibit C	Street J Crossing & Utility Easement
Exhibit D	Riverwalk Station Concept Design
Exhibit E	Street O Road and Utility Easement
Exhibit F	MTS Drainage Easement
Exhibit G	MTS Parcel Sewer Easement
Exhibit H	Fashion Valley Road Dedication
Exhibit I	Triangle Parcel
Exhibit J	MTS South Parcel & MTS South Parcel Access Easement

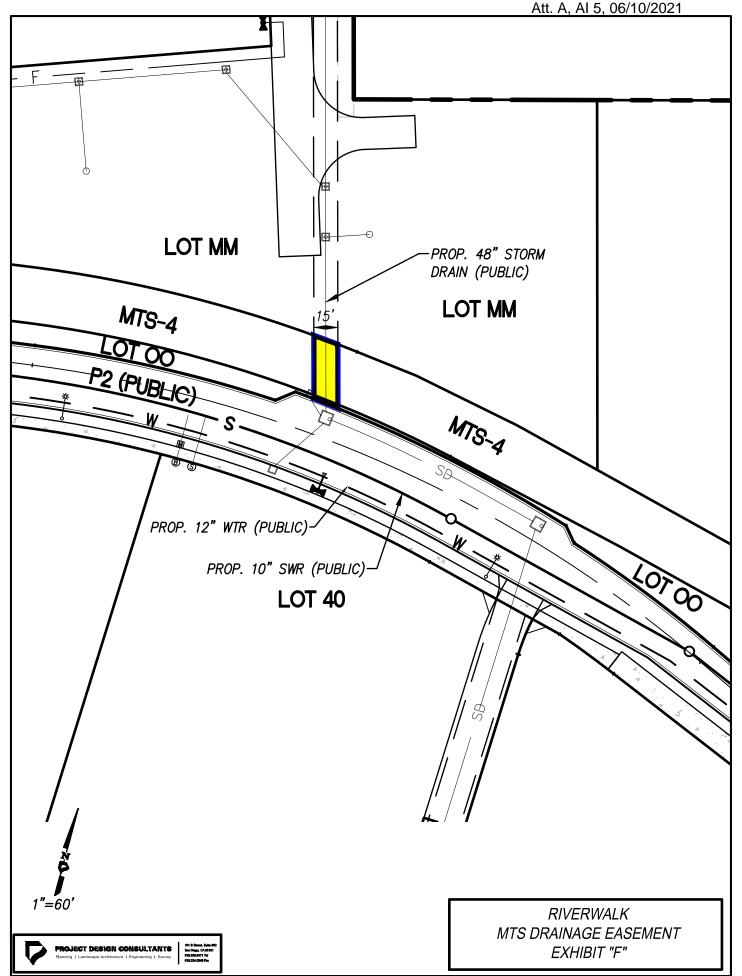




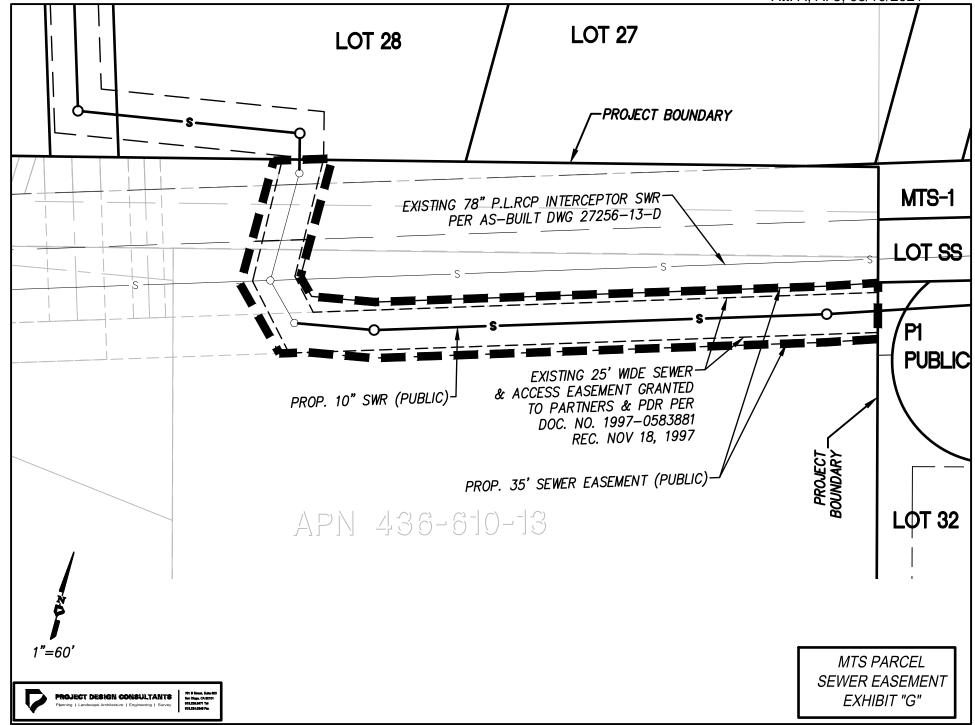




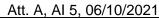


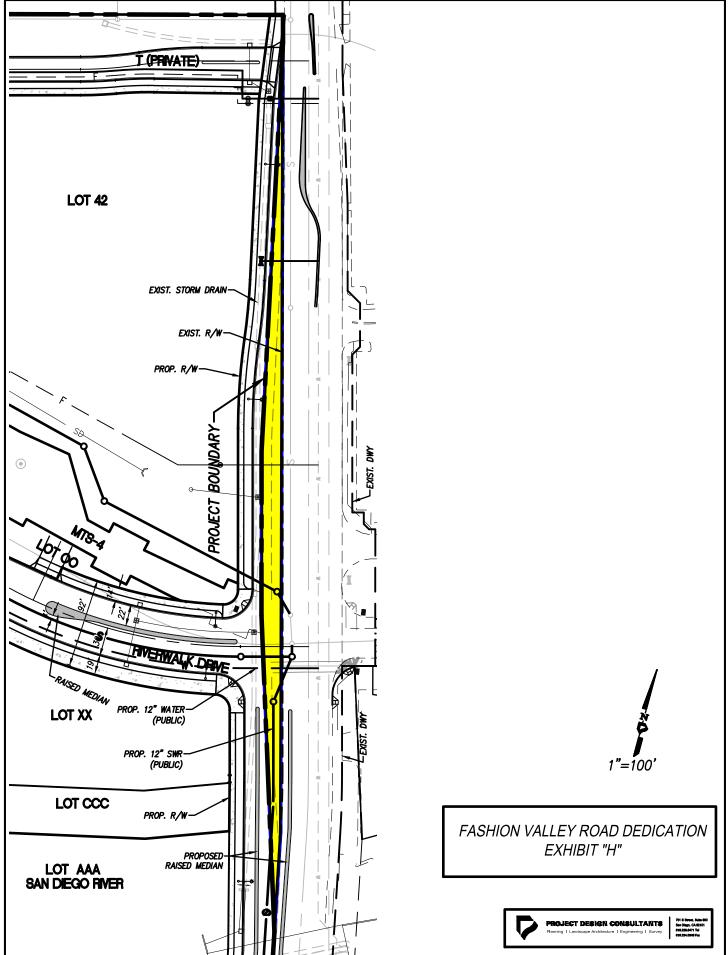


Att. A, AI 5, 06/10/2021



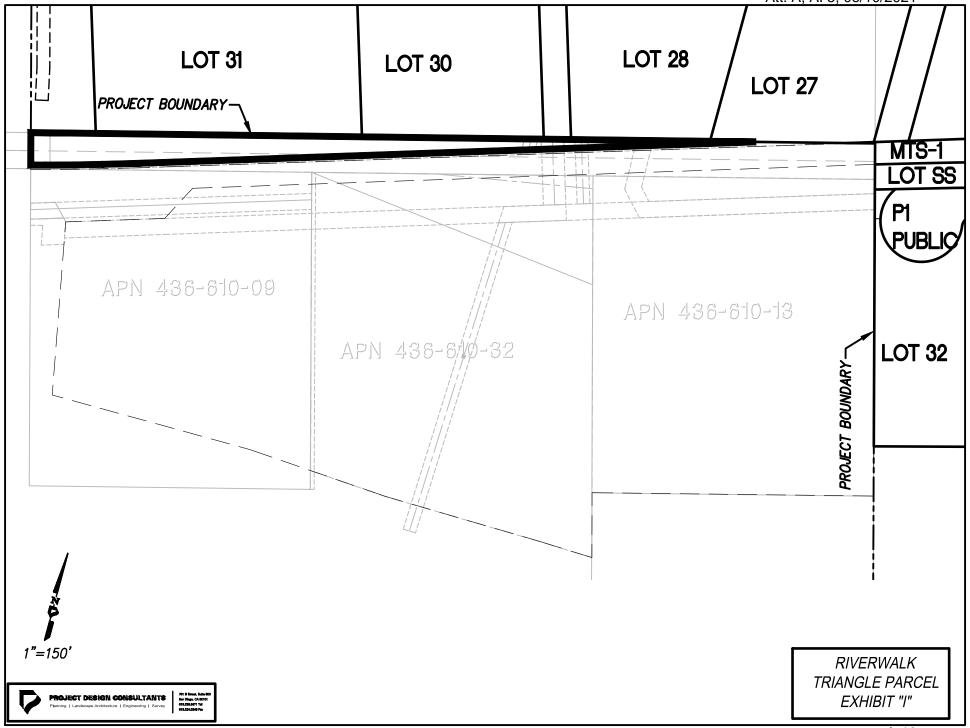
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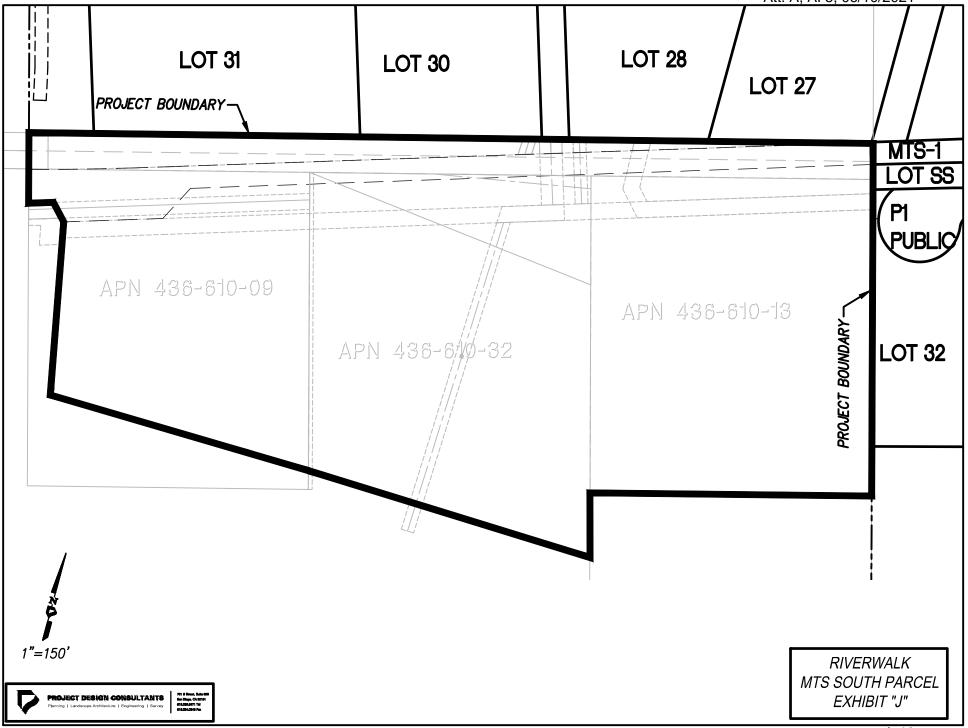


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MTS Executive Committee June 10, 2021

Hines

San Diego's First Truly Transit-Oriented Village

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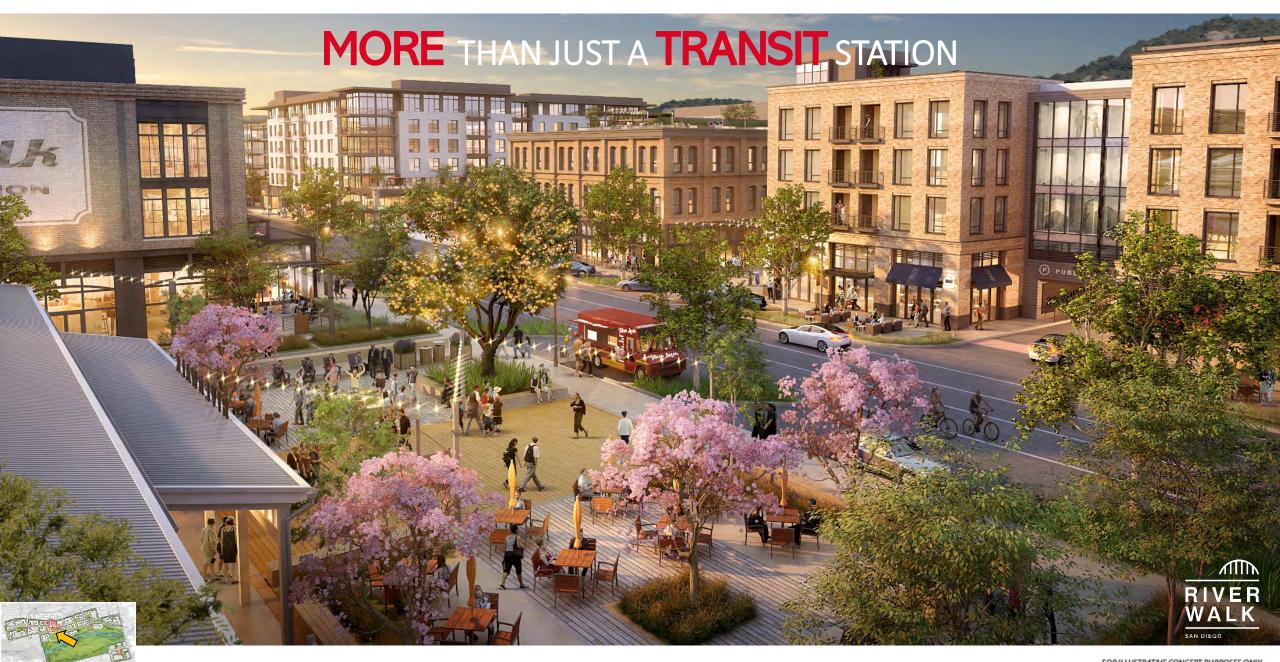
RIVERWALK /





FOR ILLUSTRATIVE CONCEPT PURPOSES ONLY





THE RIGHT PLACE FOR HOUSING OF ALL INCOMES

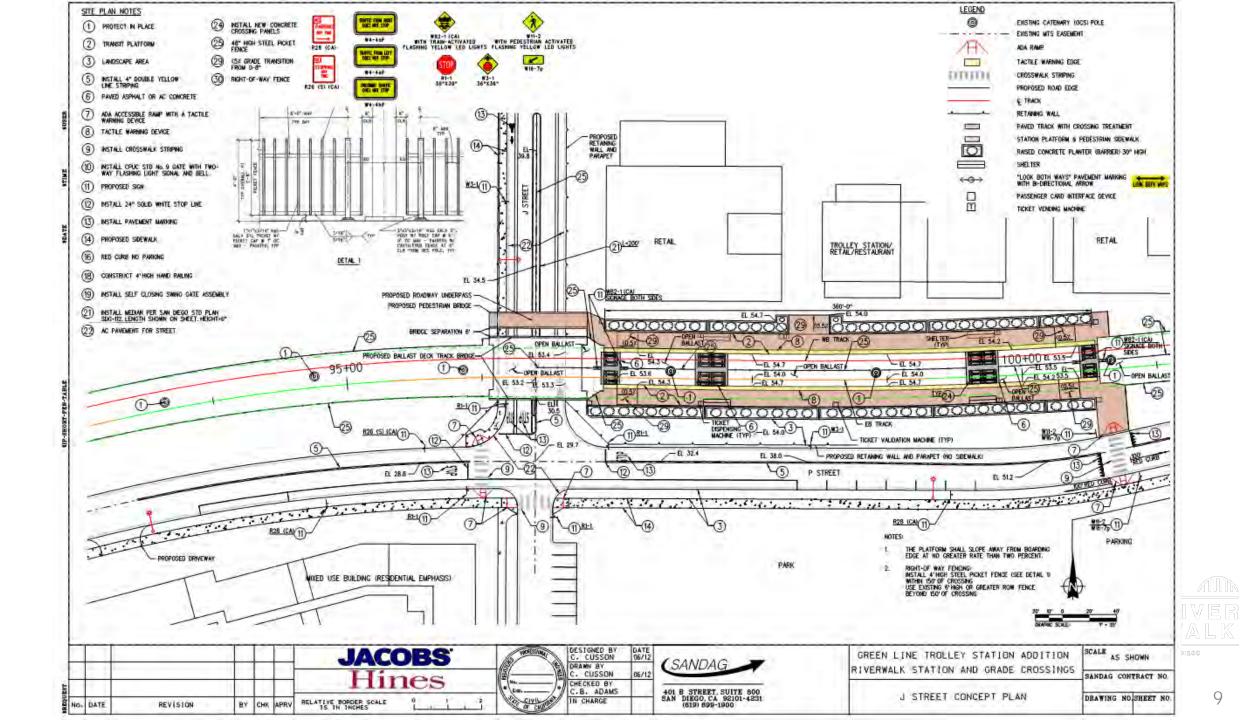


SEAMLESS **BLENDING** OF BUILT ENVIRONMENT AND **OPEN SPACE**

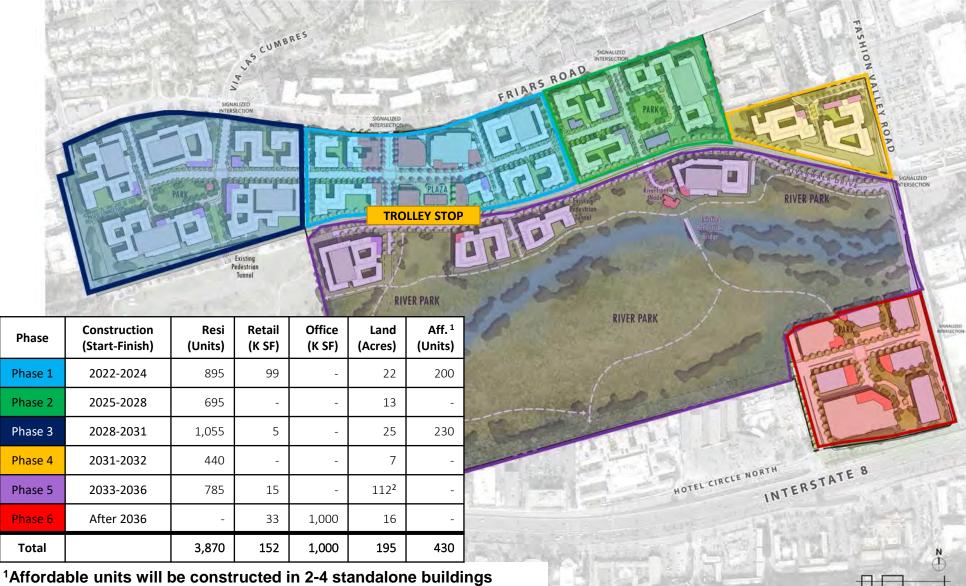


THE LARGEST PARK ACCESSIBLE BY TROLLEY IN SAN DIEGO

WA SAN DIEGO



Estimated Timeline



Phase 1 Milestones

- **Grading Permit 1Q22**
- **Building Permit 2Q22** •
- First C-of-O 4Q24 •
- **Trolley Stop Construction** •
 - Estimated 4Q24 ٠
 - Required by 3,386 EDU •

space

Thank You!

ATTA

RIVER WALK

SAN DIEGO

RIVERWA.

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MTS Proposed Action

Executive Committee Recommendations that Board of Directors:

- 1. Adopt CEQA Findings as Responsible Agency (EIR certified by City of SD on November 17, 2020) related to Riverwalk Project
- 2. Authorize CEO to Execute Riverwalk Station Agreement and to effectuate all property rights transfers set forth in that agreement.
- Declare the Triangle Parcel and Fashion Valley Road Dedication Parcel to be "Exempt Surplus Land" pursuant to the Government Code section 54221(f)(1)(C), (D), and (E)

CEQA Findings

- City of San Diego is the Lead Agency
 - Certified the EIR on November 17, 2020 and Adopted the Findings and Statement of Overriding Considerations, and Adopting the Mitigation, Monitoring and Reporting Program for the Riverwalk Project.
- MTS is a Responsible Agency
 - Approval of the Riverwalk Station Agreement is a subsequent discretionary decision related to the Riverwalk project.
- MTS can incorporate the EIR findings into its own CEQA determination
 - There have been no substantial changes in the project, change in circumstances, or new information regarding a new impact or significant increase in the severity of an environmental impact since the City's November 17, 2020 certification of the EIR.
 - The Riverwalk Station Agreement is implementing one of the EIR's mitigation requirements that a new trolley station be incorporated into the Riverwalk project.

Recommendation No. 1 (CEQA Finding)

Staff recommends the Executive Committee recommend that the Board take the following action:

(a) independently review the environmental effects of the project as shown in the EIR, and find that none of the conditions described in CEQA Guidelines 15162 or 15163 exist as there has been no substantial change in the project, change in circumstances, or new information regarding a new impact or significant increase in the severity of an environmental impact in the months since the EIR was certified so no subsequent or supplemental EIR is required;

(b) independently review the CEQA Guidelines Section 15091 and 15093 findings for the Riverwalk EIR, incorporated by reference herein, and adopt the findings as its own;

(c) consider the EIR as prepared by the City;

(d) find that, consistent with the CEQA Guidelines Section 15091 and 15093 findings, there are no feasible alternatives or feasible mitigation measures within MTS's powers that would substantially lessen or avoid any significant effect the project would have on the environment; and

(e) order MTS staff to file a notice of determination.

Riverwalk Station Agreement

- Mission Valley West Project Commitments:
 - ROW acquisition from Levi-Cushman granted easement to MTS but reserved owner's right to various easements and property rights across the new trolley ROW to facilitate development of the 195-acre property
 - also required owner to build a trolley station as part of future development
- Riverwalk Station Agreement implements these prior obligations
 - MTS will have right to review and approve final trolley station construction plans through Right of Entry Permit process
 - Trolley station construction funded by Riverwalk
 - Consents to various easements for roads, facilities and utilities necessary to construct the Riverwalk project
 - Commits MTS to accepting ownership of and commencing operations at the new trolley station
 - Commits Riverwalk to provide road and utility access to MTS property (future TOD site) adjacent to the Riverwalk site.



Riverwalk Station Agreement

- Fee Transfers:
 - Fashion Valley Road sliver to be quitclaimed to Riverwalk
 - Riverwalk to construct road improvements and dedicate improvements to the City of San Diego
 - This property was supposed to be dedicated by MTS as part of MVW project, but that did not occur
 - Triangle Parcel to be granted/quitclaimed to Riverwalk
 - Undevelopable sliver that is sandwiched between MTS linear ROW (tracks) and the Riverwalk property
 - Made up of remnant from parcel MTS acquired for the MVW project
 - Transfer will result in adjustment of lot lines to incorporate this property into Riverwalk parcels, and transfer maintenance responsibility for Triangle Parcel to Riverwalk
 - In exchange for (1) new trolley station improvements and station easement, and (2) providing future road and utility access to MTS South Parcel, which will facilitate future development of MTS South Parcel

Surplus Land Act Findings

 Declare the Triangle Parcel and the Fashion Valley Road Section to be "exempt surplus land" pursuant to Government Code section 54211, subdivision (f)(1)(C), (D), and (E):

(C) Surplus land that a local agency is **exchanging for another property necessary for the agency's use**.

(D) Surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use.

(E) Surplus land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property.

Recommendations 2 & 3:

2. Authorize the Chief Executive Officer (CEO) to execute the Riverwalk Station Agreement, in substantially the same format as Attachment A (Agreement), and effectuate the property rights transfers set forth therein.

3. Declare the Triangle Parcel (Exhibit I to the Agreement) and the Fashion Valley Road Dedication Parcel (Exhibit H to the Agreement) to be "Exempt Surplus Land" pursuant to Government Code section 54221(f)(1)(C), (D), and (E).

Questions?



Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 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 email the Clerk of the Board, <u>dalia.gonzalez@sdmts.com</u> at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed under '<u>Additional</u> <u>Materials</u>.' Click the following link to access the meeting: <u>https://zoom.us/j/98288032362</u>

Para solicitar la agenda en un formato alternativo o para solicitar acomodaciones de participación, por favor mande un correo a la Secretaria de la Junta, <u>dalia.gonzalez@sdmts.com</u> al menos dos días hábiles antes de la reunión. Instrucciones para ingresar a la junta virtual están disponibles bajo <u>'Additional Materials</u>.' Use este enlace para acceder la reunión virtual: <u>https://zoom.us/j/98288032362</u>

> ACTION RECOMMENDED

- 1. <u>Roll Call</u>
- 2. <u>Approval of Minutes</u> June 17, 2021
- 3. <u>Public Comments</u> Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Please SILENCE electronics during the meeting



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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

Approve

CONSENT ITEMS

6.	Stormwater Management Services - Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG332.0-21, with SoCal Stormwater Runoff Solution Services, Inc. (SoCal), for the provision of stormwater management services for a period of five (5) years, and one (1) optional five-year extension for a total contract value of \$1,177,200.18.	Approve
7.	Traction Power Substations (TPSS) Buildings Repair – Construction Change Orders (CCO) Action would 1) Ratify CCO 01 to Work Order MTSJOC312-01, under Job Order Contract (JOC) MTS Doc No. PWL312.0-20 with HMS Construction, Inc. (HMS), totaling \$11,042.92 for sealing, caulking, and painting of the siding panels of the substations; and 2) Authorize the Chief Executive Officer (CEO) to execute CCO 02 to Work Order MTSJOC312-02, under JOC MTS Doc No. PWL312.0-20 with HMS, totaling \$146,341.65 for the repair of an additional seven (7) TPSS locations on the Green Line.	Approve
8.	Design Services For South Bay Maintenance Facility (SBMF) Electric Bus Charging Project – Work Order Amendment Action would 1) Ratify Work Order WOA2075-AE-50.02 under MTS Doc No. G2075.0-18 with Dokken Engineering (Dokken) totaling \$88,412.96, to support Phase 2 battery electric bus (BEB) improvements, charging to dispenser ratio changes, as well as the application and processing of a Building Permit package through the City of Chula Vista Development Services Department; and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-50.03 under MTS Doc. No. G2075.0-18 with Dokken in the amount of \$36,896.94 for additional design services to add a permanent natural gas generator to the project.	Approve
9.	Rail Replacement - America Plaza and Kettner Grade Crossing - Work Order Agreement Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC269-11, under Job Order Contract (JOC) to MTS Doc. No. PWG269.0-19, with Herzog Contracting Corp. (Herzog), in the amount of \$698,473.76 for the replacement of the rail at America Plaza Trolley Station and the replacement of the adjacent grade crossing located at Kettner Boulevard.	Approve
10.	On-Call Plumbing Repair Services - Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG331.0-21, with Drain Medic, Inc., (Drain Medic), a Woman Owned Business Enterprise (WBE) and Small Business (SB), for on-call plumbing repair services for a period of one (1) base year and an additional two (2) option years for a total contract value of \$341,849.61.	Approve

11. <u>Number Not Used</u>

12.	Supply 115RE Head Hardened Steel Rail – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1575.0-21, with Progress Rail Services Corporation, for the one- time supply of 106 tons of 115RE head hardened steel rail, in the amount of	Approve
13.	Fare Collection Change Orders – Amendment Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 7 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), for a total contract increase of \$270,050.09.	Approve
14.	<u>Closed-Circuit Television (CCTV) System Installation for The Mid-Coast</u> <u>Trolley Extension Project – Change Orders</u> Action would 1) Ratify Construction Change Order (CCO) 1 under MTS Doc No. PWL320.0-21 with Electro Specialty Systems (ESS) totaling \$52,939.53; and 2) Authorize the Chief Executive Officer (CEO) to execute CCO 2 under MTS Doc No. PWL320.2-21 with ESS in the amount of \$92,252.16 for additional camera coverage at all Mid-Coast Stations and Parking Lots/Structures.	Approve
15.	Kearny Mesa Division (KMD) Hoists Construction – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB317.0-20, with Western Pump Inc., a Small Business (SB), for KMD Hoists Construction in the amount of \$4,213,648 plus 10% contingency, for a total of \$4,635,012.80.	Approve
16.	Printed Circuit Boards (PCBs) and Electronic Components for Light Rail Vehicles (LRVs) – SOLE SOURCE CONTRACT AWARD Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1572.0-21, a Sole Source award to Siemens Mobility Inc., to provide PCBs and Electronic Components for LRVs as further described in the attached list, in the amount of \$14,600,000 for a seven (7) year period from July 1, 2021 to June 30, 2028.	Approve
17.	<u>Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE)</u> <u>Awards and Payments</u>	Informational
<mark>18.</mark>	Disadvantaged Business Enterprise (DBE) Overall Goal for Federal Fiscal Years 2022-2024 Action would adopt a 6.23% Overall DBE Goal for DBE-participation in federally funded contracts for Federal Fiscal Years (FFY) 2022 to 2024.	Adopt/Approve

CLOSED SESSION

24.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. <u>Amendment to Codified San Diego Metropolitan Transit System (MTS) Fare</u> <u>Ordinance No.4 (Israel Maldonado)</u>

- 31. Riverwalk Agreement (Karen Landers)
- 32. <u>Marketing Campaign Report (Rob Schupp)</u>

REPORT ITEMS

45.	Draft 2021 Regional Plan Update (SANDAG Staff)	Informational
46.	Other Operating Revenue Report	Informational
47.	Operations Budget Status Report for April 2021 (Gordon Meyer)	Informational
OTHER	RITEMS	
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. <u>Next Meeting Date</u>: July 29, 2021.
- 65. <u>Adjournment</u>



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

STORMWATER MANAGEMENT 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. PWG332.0-21 (in substantially the same format as Attachment A), with SoCal Stormwater Runoff Solution Services, Inc. (SoCal), for the provision of stormwater management services for a period of five (5) years, and one (1) optional five-year extension for a total contract value of \$1,177,200.18.

Budget Impact

The total budget for this project shall not exceed \$1,177,200.18. This project is funded by the Storm Water Operations Budget 122010 – 571140.

DISCUSSION:

MTS has been mandated by State Resources Water Quality Control Board (SRWQCB) to protect navigational waterways. As part of this mandate, MTS is required to enroll its three (3) impacted facilities under the Industrial General Permit (IGP). These facilities include Imperial Avenue Division (IAD), Kearny Mesa Division (KMD), and Trolley Yard, resulting in the issuance of three separate permits from the SRWQCB. The permits require storm water inspections, monitoring, sampling, Best Management Practices (BMP) optimization, facility audits, training, Storm Water Pollution Prevention Plans (SWPPP) updates and preparation of required reports each year to the SRWQCB.

Additionally, the SWRQCB has identified surface waters that are considered impaired, which means the surface water does not meet water quality standards. The SWRQCB has summarized these impaired surface waters to identify those requiring monitoring for Total Maximum Daily Load (TMDL). A TMDL establishes a water quality target intended

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To ensure compliance with these requirements, MTS requires a contractor to provide stormwater management services for the successful implementation and execution of the agency's three (3) facilities SWPPP, and the monitoring for TMDL of impaired surface waters identified by the agency's TMDL Compliance Plan. The SWPPPs have been developed to comply with the statewide NPDES IGP.

On January 27, 2021, MTS issued a Request for Proposal (RFP) for Stormwater Management Services. MTS staff advertised on the San Diego Daily Transcript and posted the RFP on PlanetBids.

On March 16, 2021, MTS received a total of three (3) proposals from SoCal, KMEA and TRC Solutions, Inc. (TRC).

A selection committee consisting of representatives from various MTS departments met and rated the proposals. The ratings were based on the following criteria:

1. Qualifications of Firm or Individual	20%
2. Staffing, Organization and Management Plan	30%
3. Work Plan	20%
4. Cost/Price	30%
Tota	I 100%

After the initial evaluations, the selection committee determined that only SoCal and TRC were within the competitive range. The committee interviewed both firms, and reevaluated their respective proposals.

After the second evaluation, the selection committee determined that only SoCal remained in the competitive range and requested a Best and Final Offer (BAFO) from the firm. SoCal reduced their proposed pricing by \$195,575.10 from the original offer of \$1,445,280.03 to a revised offer of \$1,249,704.93.

Staff then entered into negotiations with SoCal. As a result of the negotiations, SoCal reduced their pricing by an additional \$72,504.75. to a revised offer of \$1,177,200.18.

After considering the technical and price factors and price analysis, the selection committee deemed that SoCal provided the best value to MTS.

Proposer Name	Technical	Cost	Total	Proposed Cost	Ranking
	(max	(max	(max 100%)		
	65%)	35%)			
SoCal	53.80	30.00	83.80	\$1,177,200.18	1
TRC	51.20	18.50	69.70	\$1,908,751.45	2
KMEA (Disabled	52.20	11.87	64.07	\$2,975,227.00	3
Veteran Business					
Enterprise (DVBE))					

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. PWG332.0-21 (in substantially the same format as Attachment A), with SoCal, for the provision of stormwater management services for a period of five (5) years, and one (1) optional five-year extension for a total contract value of \$1,177,200.18.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachments: A. Draft Standard Services Agreement MTS Doc. No. PWG332.0-21 B. SoCal Cost Proposal Form MTS Doc. No. PWG332.0-21



STANDARD AGREEMENT

FOR

MTS DOC. NO. PWG332.0-21

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":

	SoCal Stormwater Runoff So Services, Inc.	olution	Address:	15030 Ventura B	Blvd., #669	
				Sherman Oaks,	CA	91403
Form of E	Business: Corporation			City	State	Zip
(Corp	ooration, Partnership, Sole Pr	oprietor, etc.)	Email:	eng@socalstorm	watersolutio	ons.com
Telephon	ne: <u>310.343.8313</u>					
Authorize	ed person to sign contracts _	Ram Mol	nseni		CEO	
		Name			Title	
						<u> </u>

The Contractor agrees to provide services with goods as specified in the conformed Scope of Work/Technical Specification (Exhibit A), Contractor's Cost/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), and Policy 44C Travel Guidelines for Contractors (Exhibit F).

The contract term is for up to 5 base years and one optional 5-year extension, exercisable at MTS's sole discretion, for a total of 10 years. Base period shall be effective July 1, 2021 through June 30, 2026 and option years shall be effective July 1, 2026 through June 30, 2031, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$547,211.78 for the base years and \$629,988.40 for the option years, for a contract total not to exceed \$1,177,200.18 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SOCAL STORMWATER RUNOFF SOLUTION SERVICES, INC.
By:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
By:	Title:
Karen Landers, General Counsel	



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Table I:	SCHEDULI	ED SERVICES		Year One	7/1/21 - 6/30/22	Year Two	7/1/22-6/30/23	Year Three	7/1/23 - 6/30/24	Year Four	7/1/24 - 6/30/25	Year Five	7/1/25 - 6/30/26	
	Item	Description	UOM	Annual Service Frequency	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
	1	Monthly Inspections (All Three Locations)	EA	12	\$ 1,350.00	\$ 16,200.00	\$ 1,390.50	\$ 16,686.00	\$ 1,432.22	\$ 17,186.58	\$ 1,475.18	\$ 17,702.18	\$ 1,519.44	\$ 18,233.24
	2	Monthly Reporting (All Three Locations)	EA	12	\$ 150.00	\$ 1,800.00	\$ 154.50	\$ 1,854.00	\$ 159.14	\$ 1,909.62	\$ 163.91	\$ 1,966.91	\$ 168.83	\$ 2,025.92
	3	Annual SWPPP Review/Revision (All Three Locations)	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 2,472.00	\$ 2,472.00	\$ 2,546.16	\$ 2,546.16	\$ 2,622.54	\$ 2,622.54	\$ 2,701.22	\$ 2,701.22
	4	Annual Comprehensive Site Compliance Eval (All Three Locations)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,060.00	\$ 2,060.00	\$ 2,121.80	\$ 2,121.80	\$ 2,185.45	\$ 2,185.45	\$ 2,251.02	\$ 2,251.02
	5	Annual Storm Water Training (All Three Locations)	EA	1	\$ 1,650.00	\$ 1,650.00	\$ 1,699.50	\$ 1,699.50	\$ 1,750.49	\$ 1,750.49	\$ 1,803.00	\$ 1,803.00	\$ 1,857.09	\$ 1,857.09
	6	BMP Monthly Maintenance (Trolley location only/20 filters)	EA	12	\$ 1,575.00	\$ 18,900.00	\$ 1,622.25	\$ 19,467.00	\$ 1,670.92	\$ 20,051.01	\$ 1,721.05	\$ 20,652.54	\$ 1,772.68	\$ 21,272.12
	7	Annual Inspection Contech Vault (IAD Location Only)	EA	1	\$ 475.00	\$ 475.00	\$ 489.25	\$ 489.25	\$ 503.93	\$ 503.93	\$ 519.05	\$ 519.05	\$ 534.62	\$ 534.62
	8	Annual Report (All Three Locations)	EA	1	\$ 1,350.00	\$ 1,350.00	\$ 1,390.50	\$ 1,390.50	\$ 1,432.22	\$ 1,432.22	\$ 1,475.18	\$ 1,475.18	\$ 1,519.44	\$ 1,519.44
	9	BMP Monthly Maintenance (KMD location only - located at the northern boundary of the property, adjacent Opportunity Road/6 filters)	EA	12	\$ 341.25	\$ 4,095.00	\$ 351.49	\$ 4,217.85	\$ 362.03	\$ 4,344.39	\$ 372.89	\$ 4,474.72	\$ 384.08	\$ 4,608.96
i i i i i i i i i i i i i i i i i i i			Ta	hle I Subtotals		\$ 48 870 00		\$ 50 336 10		\$ 51 846 18		\$ 53,401,57		\$ 55,003,62

Table I:	able I: SCHEDULED SERVICES			(nal Year One	7/1/26 - 6/30/27	Optional Year Two	7/1/27	7 - 6/30/28	Optional Year Three 7	/1/27 - 6/30/29	Optional Year Four	7/1/27 - 6/30/30	Optional Year Five 7	/1/27 - 6/30/31
	Item	Description	UOM	Annual	L	Unit Price	Item Total	Unit Price	lte	em Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
	1	Monthly Inspections (All Three Locations)	EA	12	\$	1,565.02	\$ 18,780.24	\$ 1,611.97	\$	19,343.65	\$ 1,660.33	19,923.96	\$ 1,710.14	\$ 20,521.68	\$ 1,761.44	21,137.33
	2	Monthly Reporting (All Three Locations)	EA	12	\$	173.89	\$ 2,086.69	\$ 179.11	\$	2,149.29	\$ 184.48	2,213.77	\$ 190.02	\$ 2,280.19	\$ 195.72	2,348.59
	3	Annual SWPPP Review/Revision (All Three Locations)	EA	1	\$	2,782.26	\$ 2,782.26	\$ 2,865.73	\$	2,865.73	\$ 2,951.70	2,951.70	\$ 3,040.25	\$ 3,040.25	\$ 3,131.46	3,131.46
	4	Annual Comprehensive Site Compliance Eval (All Three Locations)	EA	1	\$	2,318.55	\$ 2,318.55	\$ 2,388.10	\$	2,388.10	\$ 2,459.75	2,459.75	\$ 2,533.54	\$ 2,533.54	\$ 2,609.55	2,609.55
	5	Annual Storm Water Training (All Three Locations)	EA	1	\$	1,912.80	\$ 1,912.80	\$ 1,970.19	\$	1,970.19	\$ 2,029.29	2,029.29	\$ 2,090.17	\$ 2,090.17	\$ 2,152.88	2,152.88
	6	BMP Monthly Maintenance (Trolley location only/20 filters)	EA	12	\$	1,825.86	\$ 21,910.28	\$ 1,880.63	\$	22,567.59	\$ 1,937.05	23,244.62	\$ 1,995.16	\$ 23,941.95	\$ 2,055.02	24,660.21
	7	Annual Inspection Contech Vault (IAD Location Only)	EA	1	\$	550.66	\$ 550.66	\$ 567.17	\$	567.17	\$ 584.19	584.19	\$ 601.72	\$ 601.72	\$ 619.77	619.77
	8	Annual Report (All Three Locations)	EA	1	\$	1,565.02	\$ 1,565.02	\$ 1,611.97	\$	1,611.97	\$ 1,660.33	1,660.33	\$ 1,710.14	\$ 1,710.14	\$ 1,761.44	1,761.44
	9	BMP Monthly Maintenance (KMD location only - located at the northern	EA	12	\$	395.60	\$ 4,747.23	\$ 407.47	\$	4,889.64	\$ 419.69	5,036.33	\$ 432.29	\$ 5,187.42	\$ 445.25	5,343.05
			Tab	le I Subtotals			\$ 56,653.72		\$	58,353.34		60,103.94		\$ 61,907.05	Ş	63,764.27

Table I:	SCHEDULE	D SERVICES				
	Item	Description	UOM	Annual	(Grand Total
	1	Monthly Inspections (All Three Locations)	EA	12	\$	185,714.84
	2	Monthly Reporting (All Three Locations)	EA	12	\$	20,634.98
	3	Annual SWPPP Review/Revision (All Three Locations)	EA	1	\$	27,513.31
	4	Annual Comprehensive Site Compliance Eval (All Three Locations)	EA	1	\$	22,927.76
	5	Annual Storm Water Training (All Three Locations)	EA	1	\$	18,915.40
	6	BMP Monthly Maintenance (Trolley location only/20 filters)	EA	12	\$	216,667.32
	7	Annual Inspection Contech Vault (IAD Location Only)	EA	1	\$	5,445.34
	8	Annual Report (All Three Locations)	EA	1	\$	15,476.24
	9	BMP Monthly Maintenance (KMD location only - located at the northern	EA	12	\$	46,944.59
	-		Tab	le I Subtotals	\$	560,239.78

т	able II: AS-NEEDED SERVICES					Year One	7/1/21 - 6/30/22	Year Two	7/1/22-6/30/23	Year Three	7/1/23 - 6/30/24	Year Four	7/1/24 - 6/30/25	Year Five	7/1/25 - 6/30/26
		Item	Description	UOM	Estimated Quantities	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
		1	Rain Event Monitoring	EA	4	\$ 450.00	\$ 1,800.00	\$ 463.50	\$ 1,854.00	\$ 477.41	\$ 1,909.62	\$ 491.73	\$ 1,966.91	\$ 506.48	\$ 2,025.92
		2	Rain Event Sampling	EA	4	\$ 450.00	\$ 1,800.00	\$ 463.50	\$ 1,854.00	\$ 477.41	\$ 1,909.62	\$ 491.73	\$ 1,966.91	\$ 506.48	\$ 2,025.92
		3	Lab Sampling Fees	EA	4	\$ 2,469.60	\$ 9,878.40	\$ 2,543.69	\$ 10,174.75	\$ 2,620.00	\$ 10,479.99	\$ 2,698.60	\$ 10,794.39	\$ 2,779.56	\$ 11,118.23
		4	ERA Technical Report - Level 1, or Level 2 (per location)	EA	1	\$ 1,650.00	\$ 1,650.00	\$ 1,699.50	\$ 1,699.50	\$ 1,750.49	\$ 1,750.49	\$ 1,803.00	\$ 1,803.00	\$ 1,857.09	\$ 1,857.09
		5	ERA Action Plan - Level 1, or Level 2 (per location)	EA	1	\$ 1,650.00	\$ 1,650.00	\$ 1,699.50	\$ 1,699.50	\$ 1,750.49	\$ 1,750.49	\$ 1,803.00	\$ 1,803.00	\$ 1,857.09	\$ 1,857.09
		6	TMDL Sampling - Rain Event Sampling	EA	2	\$ 450.00					\$ 954.81	\$ 491.73	\$ 983.45	\$ 506.48	\$ 1,012.96
		7	TMDL Sampling - Lab Fee	EA	2	\$ 2,493.75	\$ 4,987.50	\$ 2,568.56	\$ 5,137.13	\$ 2,645.62	\$ 5,291.24	\$ 2,724.99	\$ 5,449.98	\$ 2,806.74	\$ 5,613.48
		8	BMP Replacement - Fabco Cartridges (KMD Location only)	EA	6	\$ 389.79	\$ 2,338.74	\$ 401.48	\$ 2,408.90	\$ 413.53	\$ 2,481.17	\$ 425.93	\$ 2,555.60	\$ 438.71	\$ 2,632.27
		9	BMP Replacement - LIDMIX (Media pillow only, IAD and Trolley Locations only)	EA	22	\$ 117.60	\$ 2,587.20	\$ 121.13	\$ 2,664.82	\$ 124.76	\$ 2,744.76	\$ 128.50	\$ 2,827.10	\$ 132.36	\$ 2,911.92
		10	BMP Replacement - 2x Sediment Traps (Trolley Location only)	EA	2	\$ 727.60	\$ 1,455.20	\$ 749.43	\$ 1,498.86	\$ 771.91	\$ 1,543.82	\$ 795.07	\$ 1,590.14	\$ 818.92	\$ 1,637.84
		11	BMP Replacement - ZPG Cartridges (IAD Location only)	EA	35	\$ 418.43	\$ 14,645.05	\$ 430.98	\$ 15,084.40	\$ 443.91	\$ 15,536.93	\$ 457.23	\$ 16,003.04	\$ 470.95	\$ 16,483.13
		12	As-Needed Repairs - Single Person Crew - Straight Time	HR	16	\$ 73.50	\$ 1,176.00	\$ 75.71	\$ 1,211.28	\$ 77.98	\$ 1,247.62	\$ 80.32	\$ 1,285.05	\$ 82.72	\$ 1,323.60
		13	As-Needed Repairs - Two Person Crew - Straight Time	HR	16	\$ 147.00	\$ 2,352.00	\$ 151.41	\$ 2,422.56	\$ 155.95	\$ 2,495.24	\$ 160.63	\$ 2,570.09	\$ 165.45	\$ 2,647.20
		14	As-Needed QISP Consulting Services - Straight Time	HR	20	\$ 90.00	\$ 1,800.00	\$ 92.70	\$ 1,854.00	\$ 95.48	\$ 1,909.62	\$ 98.35	\$ 1,966.91	\$ 101.30	\$ 2,025.92
				Tabl	e II Subtotals:		\$ 49,020.09		\$ 50,490.69		\$ 52,005.41		\$ 53,565.58		\$ 55,172.54

Table II: AS-NEEDED SERVICES					Optional Year One	7/1/26 - 6/30/27	Optional Year Two	7/1/27 - 6/30/28	Optional Year Three	7/1/27 - 6/30/29	Optional Year Four	7/1/27 - 6/30/30	Optional Year Five	7/1/27 - 6/30/31
	Item	Description	UOM	Estimated	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
	1	Rain Event Monitoring	EA	4	\$ 521.67	\$ 2,086.69	\$ 537.32	\$ 2,149.29	\$ 553.44	\$ 2,213.77	\$ 570.05	\$ 2,280.19	\$ 587.15	\$ 2,348.59
	2	Rain Event Sampling	EA	4	\$ 521.67	\$ 2,086.69	\$ 537.32	\$ 2,149.29	\$ 553.44	\$ 2,213.77	\$ 570.05	\$ 2,280.19	\$ 587.15	\$ 2,348.59
	3	Lab Sampling Fees	EA	4	\$ 2,862.94	\$ 11,451.77	\$ 2,948.83	\$ 11,795.33	\$ 3,037.30	\$ 12,149.19	\$ 3,128.42	\$ 12,513.66	\$ 3,222.27	\$ 12,889.07
	4	ERA Technical Report - Level 1, or Level 2 (per location)	EA	1	\$ 1,912.80	\$ 1,912.80	\$ 1,970.19	\$ 1,970.19	\$ 2,029.29	\$ 2,029.29	\$ 2,090.17	\$ 2,090.17	\$ 2,152.88	\$ 2,152.88
	5	ERA Action Plan - Level 1, or Level 2 (per location)	EA	1	\$ 1,912.80	\$ 1,912.80	\$ 1,970.19	\$ 1,970.19	\$ 2,029.29	\$ 2,029.29	\$ 2,090.17	\$ 2,090.17	\$ 2,152.88	\$ 2,152.88
	6	TMDL Sampling - Rain Event Sampling	EA	2	\$ 521.67	\$ 1,043.35	\$ 537.32	\$ 1,074.65	\$ 553.44	\$ 1,106.89	\$ 570.05	\$ 1,140.09	\$ 587.15	\$ 1,174.30
	7	TMDL Sampling - Lab Fee	EA	2	\$ 2,890.94	\$ 5,781.88	\$ 2,977.67	\$ 5,955.34	\$ 3,067.00	\$ 6,134.00	\$ 3,159.01	\$ 6,318.02	\$ 3,253.78	\$ 6,507.56
	8	BMP Replacement - Fabco Cartridges (KMD Location only)	EA	6	\$ 451.87	\$ 2,711.24	\$ 465.43	\$ 2,792.58	\$ 479.39	\$ 2,876.36	\$ 493.77	\$ 2,962.65	\$ 508.59	\$ 3,051.53
	9	BMP Replacement - LIDMIX (Media pillow only, IAD and Trolley Locations	EA	22	\$ 136.33	\$ 2,999.27	\$ 140.42	\$ 3,089.25	\$ 144.63	\$ 3,181.93	\$ 148.97	\$ 3,277.39	\$ 153.44	\$ 3,375.71
	10	BMP Replacement - 2x Sediment Traps (Trolley Location only)	EA	2	\$ 843.49	\$ 1,686.98	\$ 868.79	\$ 1,737.58	\$ 894.86	\$ 1,789.71	\$ 921.70	\$ 1,843.40	\$ 949.35	\$ 1,898.71
	11	BMP Replacement - ZPG Cartridges (IAD Location only)	EA	35	\$ 485.08	\$ 16,977.63	\$ 499.63	\$ 17,486.96	\$ 514.62	\$ 18,011.56	\$ 530.05	\$ 18,551.91	\$ 545.96	\$ 19,108.47
	12	As-Needed Repairs - Single Person Crew - Straight Time	HR	16	\$ 85.21	\$ 1,363.31	\$ 87.76	\$ 1,404.21	\$ 90.40	\$ 1,446.33	\$ 93.11	\$ 1,489.72	\$ 95.90	\$ 1,534.41
	13	As-Needed Repairs - Two Person Crew - Straight Time	HR	16	\$ 170.41	\$ 2,726.61	\$ 175.53	\$ 2,808.41	\$ 180.79	\$ 2,892.66	\$ 186.22	\$ 2,979.44	\$ 191.80	\$ 3,068.83
	14	As-Needed QISP Consulting Services - Straight Time	HR	20	\$ 104.33	\$ 2,086.69	\$ 107.46	\$ 2,149.29	\$ 110.69	\$ 2,213.77	\$ 114.01	\$ 2,280.19	\$ 117.43	\$ 2,348.59
			Tabl	e II Subtotals:		\$ 56.827.72		\$ 58,532,55		\$ 60.288.53		\$ 62.097.18		\$ 63,960,10

Table II: AS-NEEDED SERVICES					
	Item	Description	UOM	Estimated	
	1	Rain Event Monitoring	EA	4	\$ 20,634.98
	2	Rain Event Sampling	EA	4	\$ 20,634.98
	3	Lab Sampling Fees	EA	4	\$ 113,244.79
	4	ERA Technical Report - Level 1, or Level 2 (per location)	EA	1	\$ 18,915.40
	5	ERA Action Plan - Level 1, or Level 2 (per location)	EA	1	\$ 18,915.40
	6	TMDL Sampling - Rain Event Sampling	EA	2	\$ 10,317.49
	7	TMDL Sampling - Lab Fee	EA	2	\$ 57,176.10
	8	BMP Replacement - Fabco Cartridges (KMD Location only)	EA	6	\$ 26,811.03
	9	BMP Replacement - LIDMIX (Media pillow only, IAD and Trolley Locations	EA	22	\$ 29,659.35
	10	BMP Replacement - 2x Sediment Traps (Trolley Location only)	EA	2	\$ 16,682.24
	11	BMP Replacement - ZPG Cartridges (IAD Location only)	EA	35	\$ 167,889.09
	12	As-Needed Repairs - Single Person Crew - Straight Time	HR	16	\$ 13,481.52
	13	As-Needed Repairs - Two Person Crew - Straight Time	HR	16	\$ 26,963.04
	14	As-Needed QISP Consulting Services - Straight Time	HR	20	\$ 20,634.98
			Tabl	e II Subtotals:	\$ 561,960.40

			Year One	7/1/21 - 6/30/22	Year Two	7/1/22-6/30/23	Year Three	7/1/23 - 6/30/24	Year Four	7/1/24 - 6/30/25	Year Five	7/1/25 - 6/30/26
Table III: AS-NEEDED REPLACEME	Item	Description	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
	1	Annual Materials/Parts Allowance	10.00%	\$ 5,000.00	10.00%	\$ 5,000.00		\$ 5,000.00	10.00%	\$ 5,000.00		\$ 5,000.00
	2	Materials markup	10.0070	\$ 500.00	10.0070	\$ 500.00	10.0070	\$ 500.00	10.0070	\$ 500.00	10.0070	\$ 500.00
				\$ 5,500.00		\$ 5,500.00		\$ 5,500.00		\$ 5,500.00		\$ 5,500.00
Table III Subtotals:				\$ 103,390.09		\$ 106,326.79		\$ 109,351.60		\$ 112,467.14		\$ 115,676.16
					-							
			Optional Year One	7/1/26 - 6/30/27	Optional Year Two	7/1/27 - 6/30/28	Optional Year Three	7/1/27 - 6/30/29	Optional Year Four	7/1/27 - 6/30/30	Optional Year Five	7/1/27 - 6/30/31
Table III: AS-NEEDED REPLACEME	Item	Description	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total	% Mark Up	Item Total
	1	Annual Materials/Parts Allowance	10.00%	\$ 5,000.00	10.00%	\$ 5,000.00	10.00%	\$ 5,000.00	10.00%	\$ 5,000.00		\$ 5,000.00
	2	Materials markup	10.00%	\$ 500.00		\$ 500.00		\$ 500.00	10.00%	\$ 500.00		\$ 500.00
				\$ 5,500.00		\$ 5,500.00		\$ 5,500.00		\$ 5,500.00		\$ 5,500.00
Table III Subtotals:				\$ 118,981.44		\$ 122,385.89		\$ 125,892.46		\$ 129,504.24		\$ 133,224.36
			r	т								
_												
Table III: AS-NEEDED REPLACEME	Item	Description										
	1	Annual Materials/Parts Allowance	\$ 50,000.00									
	2	Materials markup	\$ 5,000.00									
			\$ 55,000.00									
Table III Subtotals:			\$ 1,177,200.18									



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

Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

TRACTION POWER SUBSTATIONS (TPSS) BUILDINGS REPAIR – CONSTRUCTION CHANGE ORDERS (CCO)

RECOMMENDATION:

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

- Ratify CCO 01 to Work Order MTSJOC312-01, under Job Order Contract (JOC) MTS Doc No. PWL312.0-20 (Attachment A) with HMS Construction, Inc. (HMS), totaling \$11,042.92 for sealing, caulking, and painting of the siding panels of the substations; and
- 2) Authorize the Chief Executive Officer (CEO) to execute CCO 02 to Work Order MTSJOC312-02, under JOC MTS Doc No. PWL312.0-20 (in substantially the same format as Attachment B) with HMS, totaling \$146,341.65 for the repair of an additional seven (7) TPSS locations on the Green Line.

Budget Impact

The total cost of this project will be increased to \$292,377.35. Under separate contract, MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$3,069.00 for CCOs 01 and 02. Work Order and CCO 01 are funded by MTS Capital Improvement Project (CIP) 2006112301 - Traction Power Substations Building Repair, and CCO 02 is funded by Maintenance of Wayside operating account number 360016-571142.

MTS Doc No.	Purpose	Amount	Board Approval Date
PWL312.0-20	Seven (7) Traction Power Substations (TPSS) Building Repair	\$134,992.78	10/15/20, Item 8
CCO 01	Sealing, Caulking, and Painting of the side panels	\$11,042.92	CEO approval 3/24/21 per Board Policy No. 41
CCO 02	Additional 7 TPSS Building Repair	\$146,341.65	Today's Proposed Action
	TOTAL	\$292,377.35	

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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

DISCUSSION:

There are thirty-two (32) TPSS along the Green and Orange Trolley lines that have been in service for more than 20 years. Currently, the exterior and roofs of many TPSS are leaking water and require repairs. The work is necessary to eliminate safety hazards for maintenance employees and reduce system downtime caused by electric shortages due to water leakage.

On October 15, 2020 (AI 8), the MTS Board approved the original Work Order (using MTS's master Job Order Contract with HMS) to repair the seven (7) highest priority TPSS structures Front A, Front B, Morena, Fashion Valley, Mission Valley, Stadium West TPSS, and Stadium East TPSS located along the Green Line.

On March 24, 2021, MTS authorized CCO 01 to HMS for additional caulk and paint for the TPSS structures.

Today's proposed action would issue CCO 2 to HMS, adding repair of the next seven (7) TPSS to the open Work Order MTSJOC312-01:

- Bean
- Congress
- Las Cumbres
- I-805
- Grossmont
- Gillespie
- Airport Vista

The work includes roof repairing, sealing, caulking, and painting the structures in the same manner as the other stations prior to the Fall rainy season. Pricing for this repair work order was reviewed and determined to be fair and reasonable. HMS will be providing all materials, labor, and equipment necessary for the repairs. The work is scheduled to be completed by October 2021. The pricing provided by HMS was determined to be fair and reasonable in comparison to the existing contract and the independent cost estimate (ICE).

Additional CIP funding requests for FY 22–26 are needed to address the remaining locations.

Therefore, staff recommends that the MTS Board:

 Ratify CCO 01 to Work Order MTSJOC312-01, under JOC MTS Doc No. PWL312.0-20 (Attachment A) with HMS, totaling \$11,042.92 for sealing, caulking, and painting of the siding panels of the substations; and 2) Authorize the CEO to execute CCO 02 to Work Order MTSJOC312-01, under JOC MTS Doc No. PWL312.0-20 (in substantially the same format as Attachment B) with HMS, totaling \$146,341.65 for the repair of an additional seven (7) TPSS locations on the Green Line.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachments: A. Work Order Contract MTSJOC312-01.01, MTS Doc No. PWL312.0-20 B. Draft Work Order Contract MTSJOC312-01.02, MTS Doc No. PWL312.0-20

A	TS	A
-111	Metropolitan Tra	ansit System
ETDUC		

Att. A, AI 7, 06/17/2021

CONSTRUCTION CHANGE ORDER

Project Name: TPSS Roof Repairs			Date: 3.15.21						
MTS		Contract Number: MTSJOC312.01							
	ction Inc.								
lork	Fieldwork Directive Issuer	4.							
ared in accorda	ance with and incorporates Section	n Changes and Extra W	/ork of the Contra	ct Document					
ost Proposal		<u>\$ 11,042.92</u> L.S. L.S.							
rs Costs		<u>\$</u>	Subtotal A: <u></u> \$	11,042.9:					
edits			Subtotal B: <u></u> \$						
			Subtotal C: _\$						
		Total = (A + B + C)	Total: \$	11,042.9					
ge Order No. <mark>X</mark> thr hange Order	ough Change Order <mark>X <u>(if applicable)</u></mark>		\$ \$ \$	134,992.78 - 11,042.92					
		and a		146,035.70					
Date:		Unchanged	by 60 2/21/21	days					
hange Order			60						
			4/22/21						
1 3.	16.21	ver larden	for 3-24-2	021					
	HMS Construct Vork Pared in accorda , and painting t , and painting t post Proposal rs Costs rs Costs edits edits ue: ge Order No. X thr hange Order this Change Order with Date: ge Order No. X thr hange Order a	HMS Construction Inc. Vork Fieldwork Directive Issued ared in accordance with and incorporates Section ared in accordance with and incorporates Section , and painting the siding panels of the substations post Proposal post Proposal rs Costs edits ue: ge Order No. X through Change Order X (if applicable) hange Order tt this Change Order will be: ge Order No. X through Change Order X (if applicable) hange Order tt this Change Order Will be: ge Order No. X through Change Order X (if applicable) hange Order tt this Change Order No. X through Change Order X (if applicable) hange Order to	HMS Construction Inc. CCO Number: 0 Vork Fieldwork Directive Issued:	HMS Construction Inc. CCO Number: 01 Vork Fieldwork Directive Issued: ared in accordance with and incorporates Section Changes and Extra Work of the Contract, and painting the siding panels of the substations. pst Proposal \$ 11,042.92 pst Proposal \$ 11,042.92 rs Costs \$ subtotal A: \$ \$ rs Costs \$ subtotal B: \$ \$ edits \$ ue: \$ ge Order No. X through Change Order X (if applicable) \$ hange Order will be: © Increased © Unchanged bate \$ \$ ge Order No. X through Change Order X (if applicable) \$ \$ hange Order will be: © Increased © Unchanged \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$					

EXHIBIT A (Scope of Work)



San Diego, CA 92101

Final Scope of Work

Date: 3/15/2021
Job Order Contracting

То:	From:
Contract No:	PWL312.0-20
Job Order No:	MTSJOC312-01.01
Job Order Title:	TPSS Roof Repairs - CCO # 1
Location:	Green Line ROW 1255 Imperial Ave San Diego, CA 92101
Brief Scope:	Scope of work:The Contractor shall be responsible for the complete inspection, material supply, delivery, installation, and all required hardware and equipment, and Contract coordination with SDTI, to support an integrated construction during all phases of the work.The work shall consist of procuring and painting panels, gasket material, caulking basic cleaning and primer and coating to the vertical surfaces of seven (7) existing substations. The vertical surfaces have seam's approximately every 18 inches that will need to be filled with sealant. The paint should be ANSI 61 Gray and should be painted on the vertical surface from the Drip edge to the foundation I beams where they attach to the concrete pad. The Building anchors should also be painted. The ground pad and the Grounding cable should not be painted. The work shall consist of, but is not limited to:The Contractor shall furnish all labor, equipment, materials and accessories required to make repairs to substationsIn addition, the Contractor shall provide all required support and services, including from their equipment and material suppliers, covering all Contract materials and equipment manufacture, shop and field fabrication. This includes any manufacturer's field engineering assistance deemed necessary during the system installation and for all necessary changes to the system and equipment resulting from manufacturing discrepancies identified during the installation, at no additional cost to SDTI.Contractor shall be responsible for providing all required support for equipment manufacturers during field assembly, installation of each traction power substation.

Scope of work:

- The Contractor shall be responsible for the complete inspection, material supply, delivery, installation, and all required hardware and equipment, and Contract coordination with SDTI, to support an integrated construction during all phases of the work.
- 2. The work shall consist of procuring and painting panels, gasket material, caulking basic cleaning and primer and coating to the vertical surfaces of seven (7) existing substations. The vertical surfaces have seam's approximately every 18 inches that will need to be filled with sealant. The paint should be ANSI 61 Gray and should be painted on the vertical surface from the Drip edge to the foundation I beams where they attach to the concrete pad. The Building anchors should also be painted. The ground pad and the Grounding cable should not be painted.
- 3. The work shall consist of, but is not limited to:
- 4. The Contractor shall furnish all labor, equipment, materials and accessories required to make repairs to substations
- 5. In addition, the Contractor shall provide all required support and services, including from their equipment and material suppliers, covering all Contract materials and equipment manufacture, shop and field fabrication. This includes any manufacturer's field engineering assistance deemed necessary during the system installation and for all necessary changes to the system and equipment resulting from manufacturing discrepancies identified during the installation, at no additional cost to SDTI.
- 6. Contractor shall be responsible for providing all required support for equipment manufacturers during field assembly, installation of each traction power substation.

Thang Nguyen, Systems Engineer

Date

EXHIBIT B (Cost Breakdown)



Division Totals

JOC Name (Contractor):	HMS Construction Inc.
Contract Name:	RAILROAD SIGNALS, Overhead Catenary Systems and Track
Contract Number:	PWL312.0-20
Job Order Number:	MTSJOC312-01.01
Job Order Title:	TPSS Roof Repairs - CCO # 1
Location:	Green Line ROW
Cost Proposal Date:	March 11, 2021
Proposal Value:	\$11,042.92

Division

	•	
01	General Requirements	-\$18,107.18
07	Thermal And Moisture Protection	\$8,481.90
09	Finishes	\$20,668.20
	Proposal Total(Filtered):	\$11,042.92
	The Percentage of Non Pre-Priced on this Proposal:	0.00%



JOC Name	e (Contractor):	HMS Construction Inc. RAILROAD SIGNALS, Overhead Catenary Systems and Track									
Contract N	Name:	RAILROAD	D SIGI	NALS, Over	head Ca	ter	nary Systen	ns ar	nd Track		
Contract N	Number:	PWL312.0	-20								
Job Order	r Number	MTSJOC3	/TSJOC312-01.01								
Job Order	r Title	TPSS Roo	TPSS Roof Repairs - CCO # 1								
Location:		Green Line ROW									
Cost Prop	oosal Date:	March 11, 2021									
۷ Proposal		\$11,042.92									
roposar	Value.	ψ11,042.02									
Record #	CSI Number	MOD	UOM	Description	า		Unit Price		Factor		Tota
01 General	l Requirements										-\$18,107.18
1	012223000053		WK	17' Electric, S	Scissor Pla	tfor	m Lift				
	Accepted	•			Quantity	x	Unit Price	х	Factor	=	LineTota
		Installation	WK		-14.00	х	\$292.86	х	1.0000	=	-\$4,100.04
Labor Exclue	ided Equ	ipment Exclud	led							-	-\$4,100.04
	User Note:										
	Item Note:										
	Item Note: Owner Comments:										
	Owner Comments: ntractor Comments:	V:1.1-Not requ		E. 105 MI							
Cor 2	Owner Comments:	V:1.1-Not requ	uired EA	First 25 Miles Tractor Traile				ıp, Mc	bilization And	d Demo	bilization Using A
	Owner Comments: ntractor Comments:	V:1.1-Not requ		Tractor Traile		То		ıp, Mc x	bilization And	d Demo	
	Owner Comments: ntractor Comments: 017113000004	V:1.1-Not requ		Tractor Traile	er With Up	То х	53' Bed				LineTota
	Owner Comments: ntractor Comments: 017113000004 Accepted	. <u> </u>	EA	Tractor Traile	er With Up Quantity	То х	53' Bed Unit Price	x	Factor	=	LineTota -\$10,157.14
	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note:	Installation	EA	Tractor Traile	er With Up Quantity -14.00	To x x	53' Bed Unit Price \$725.51	x x	Factor 1.0000	=	LineTotal -\$10,157.14 -\$10,157.14
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2	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: Owner Comments:	Installation rials Excluded Includes loadii for return and gradalls, road finishers, strai and articulatin	EA EA rng, tie-o transpo graders ght mas g boom	down of equipn rting away. Fo s, loader-backh st construction	er With Up Quantity -14.00 nent, delive r equipme loes, heav forklifts, te	To x x ery o nt s y du	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty constructio coping boom r	x x off loa zers, r	Factor 1.0000 ading on site, notor scraper ders, tractors,	= rigging rs, hydra , pavers	LineTotal -\$10,157.14 -\$10,157.14 J, dismantling, loading aulic excavators, s, rollers, bridge
2 Cor	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: Owner Comments: ntractor Comments:	Installation rials Excluded Includes loadii for return and gradalls, road finishers, strai and articulatin	EA EA rng, tie-o transpo graders ght mas g boom	Tractor Traile down of equipn prting away. Fo s, loader-backh st construction n man lifts with	er With Up Quantity -14.00 nent, delive r equipme noes, heav forklifts, te >40' boom	To x x ery o nt s y du eleso n len	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty constructio coping boom r ngths, etc.	x x off loa zers, r n load ough	Factor 1.0000 ading on site, notor scraper ders, tractors, terrain constr	= rigging rs, hydra , pavers	LineTotal -\$10,157.14 -\$10,157.14 J, dismantling, loading aulic excavators, s, rollers, bridge
2	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: Owner Comments: ntractor Comments: 017419000012	Installation rials Excluded Includes loadii for return and gradalls, road finishers, strai and articulatin	EA EA rng, tie-o transpo graders ght mas g boom	down of equipn orting away. Fo s, loader-backh st construction n man lifts with 10 CY Dump	er With Up Quantity -14.00 nent, delive r equipme loes, heav forklifts, te >40' boom	To x x ery of nt s y du elesso n lern	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty constructio coping boom r ngths, etc. "Construction	x x off loa zers, r n loac ough Debri	Factor 1.0000 ading on site, notor scraper ders, tractors, terrain constr	= = rigging rs, hydr , pavers ruction f	LineTotal -\$10,157.14 -\$10,157.14 J, dismantling, loading aulic excavators, aulic excavators, s, rollers, bridge forklifts, telescoping
2 Cor	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: Owner Comments: ntractor Comments:	Installation rials Excluded Includes loadin for return and gradalls, road finishers, strai and articulatin V:1.1-Not Req	EA EA ng, tie-o transpo graders gbt mas g boom juired EA	down of equipn orting away. Fo s, loader-backh st construction n man lifts with 10 CY Dump	er With Up Quantity -14.00 -14.00 nent, delive r equipme boes, heav forklifts, te >40' boom ster (1.5 T Quantity	To x x ery of the second elescond elescond elescond fon) x	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty construction coping boom r ngths, etc. "Construction Unit Price	x x off loa zers, r n loac ough Debri x	Factor 1.0000 ading on site, notor scraper ders, tractors, terrain constr is" Factor	= = rigging rs, hydr, pavers ruction f	LineTota -\$10,157.14 -\$10,157.14 d, dismantling, loading aulic excavators, s, rollers, bridge forklifts, telescoping LineTota
2 Cor 3	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: Owner Comments: ntractor Comments: 017419000012 Accepted	Installation rials Excluded Includes loadii for return and gradalls, road finishers, strai and articulatin V:1.1-Not Req Installation	EA EA ng, tie-o transpo graders g boom juired EA EA	down of equipn orting away. Fo s, loader-backh st construction n man lifts with 10 CY Dump	er With Up Quantity -14.00 nent, delive r equipme loes, heav forklifts, te >40' boom	To x x ery of the second elescond elescond elescond fon) x	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty constructio coping boom r ngths, etc. "Construction	x x off loa zers, r n loac ough Debri	Factor 1.0000 ading on site, notor scraper ders, tractors, terrain constr	= = rigging rs, hydr , pavers ruction f	LineTota -\$10,157.14 -\$10,157.14 J, dismantling, loading aulic excavators, s, rollers, bridge forklifts, telescoping LineTota -\$3,850.00
2 Cor 3	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: 0wner Comments: 017419000012 Accepted ded Equ	Installation rials Excluded Includes loadii for return and gradalls, road finishers, strai and articulatin V:1.1-Not Req Installation	EA EA ng, tie-o transpo graders g boom juired EA EA	down of equipn orting away. Fo s, loader-backh st construction n man lifts with 10 CY Dump	er With Up Quantity -14.00 -14.00 nent, delive r equipme boes, heav forklifts, te >40' boom ster (1.5 T Quantity	To x x ery of the second elescond elescond elescond fon) x	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty construction coping boom r ngths, etc. "Construction Unit Price	x x off loa zers, r n loac ough Debri x	Factor 1.0000 ading on site, notor scraper ders, tractors, terrain constr is" Factor	= = rigging rs, hydr, pavers ruction f	LineTota -\$10,157.14 -\$10,157.14 J, dismantling, loading aulic excavators, s, rollers, bridge forklifts, telescoping LineTota -\$3,850.00
2 Cor	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: 017419000012 Accepted ded Equ User Note:	Installation rials Excluded Includes loadii for return and gradalls, road finishers, strai and articulatin V:1.1-Not Req Installation	EA EA ng, tie-o transpo graders gboom juired EA EA EA	down of equipn orting away. Fo s, loader-backh st construction n man lifts with 10 CY Dump	er With Up Quantity -14.00 -14.00 nent, delive r equipme loes, heav forklifts, te >40' boom ster (1.5 T Quantity -7.00	To x x ery o nt s y du elesco n len x x	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty construction coping boom r ngths, etc. "Construction Unit Price \$550.00	x x off loa zers, r n loa ough Debri x x	Factor 1.0000 ading on site, notor scraper ders, tractors, terrain constr is" Factor 1.0000	= = s, hydra , pavers ruction f	LineTota -\$10,157.14 -\$10,157.14 J, dismantling, loading aulic excavators, s, rollers, bridge forklifts, telescoping LineTota -\$3,850.00 -\$3,850.00
2 Cor 3	Owner Comments: ntractor Comments: 017113000004 Accepted Mater User Note: Item Note: 017419000012 Accepted ded Equ User Note:	Installation rials Excluded Includes loadii for return and gradalls, road finishers, strai and articulatin V:1.1-Not Req Installation ipment Exclud Includes delive	EA EA ng, tie-o transpo graders gboom juired EA EA EA	down of equipn orting away. Fo s, loader-backh st construction n man lifts with 10 CY Dump	er With Up Quantity -14.00 -14.00 nent, delive r equipme loes, heav forklifts, te >40' boom ster (1.5 T Quantity -7.00	To x x ery o nt s y du elesco n len x x	53' Bed Unit Price \$725.51 of equipment, uch as bulldoz uty construction coping boom r ngths, etc. "Construction Unit Price \$550.00	x x off loa zers, r n loa ough Debri x x	Factor 1.0000 ading on site, notor scraper ders, tractors, terrain constr is" Factor 1.0000	= = s, hydra , pavers ruction f	LineTotal -\$10,157.14 -\$10,157.14 J, dismantling, loading aulic excavators, s, rollers, bridge



Att. Price Proposal Detail

By Division Report

Version: 2.0

Approved 03/11/2021 02:45:28 PM PST

Record #	ecord # CSI Number MOD		UOM	Description	Unit P	rice	Factor		Total
07 Ther	mal And Moisture Pro	otection							\$8,481.90
4	079213000005		CLF	3/8" x 3/8" Joint, Silicone	Sealant A	nd Caulkin	g		
	Accepted			Quantity	Unit Pi	ice x	Factor	=	LineTotal
		Installation	CLF	21.00	\$321.	77 x	1.0000	=	\$6,757.17
		Demo	CLF	21.00	x \$82.1	3 x	1.0000	=	\$1,724.73
								-	\$8,481.90
	User Note:	This option is	to remo	ve and install all new cau	Iking BEF	DRE finish	n paint		
	Item Note:								
	Owner Comments:								
(Contractor Comments:	V:1.1-This ren	noves th	ne amount noted in 01 Bas	e Proposa	for caulki	ng "as neede	d"	

Re	cord #	CSI Number	MOD	UOM	Description	Unit Price	Factor		Total
09	Finishes								\$20,668.20
	5	099653000005		SF	Paint, Airless Spray, Elaste	omeric, Per Coat			
		Accepted	,		Quantity x	Unit Price x	Factor	=	LineTotal
			Installation	SF	15,540.00 x	\$1.33 x	1.0000	=	\$20,668.20
									\$20,668.20
		User Note:							
		Item Note:							
	(Owner Comments:							
	Cont	ractor Comments:							
							То	otal:	\$11,042.92
						Propos	al Total(Filtere	ed):	\$11,042.92
					The Percentage of I	Non Pre-Priced	on this Propos	sal:	0.00%

EXHIBIT C (Subcontractor Listing)



Subcontractor Report

Date: 3/16/2021

Job Order Contracting

Contract #:	PWL312.0-20
Job Order #:	MTSJOC312-01.01
Job Order Title:	TPSS Roof Repairs - CCO # 1
Location:	Green Line ROW
Contractor:	HMS Construction Inc.
Subcontractor:	General Coatings

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
General Coatings 6711 Nancy Ridge Rd, San Diego, CA 92120	527547	Waterproofer		\$11,000.00	99.61%



Att. B, AI 7, 06/17/2021

Project Name:	TPSS Roof Repairs	Date:	6/17/21	
To:	MTS	Contract Number:	MTS 10C312 02	
	HMS Construction Inc.	CCO Number:	02	
	epared in accordance with and incorporates Sect		Vork of the Contract	Documents
	: ditional 7 TPSS locations on the Green Line: - B , Grossmont, Gillespie, and Airport Vista	ean, Congress, Las		
A. Contractor (Cost Proposal			
		\$146,341.65 L.S. L.S.	Subtotal A: \$	146,341.65
B. Subcontrac	tors Costs	<u>\$</u>	<u>.</u>	
			Subtotal B: <u></u> \$	-
C. Contractor	Credits		Subtotal C: \$	-
		Total = (A + B + C)	Total:\$	146,341.65
Original Contract	value:		\$	134,992.78
Adjustment by Ch	ange Order No. 1 through Change Order 1 <u> (if applicable)</u>		\$	11,042.92
Adjustment by this	s Change Order		\$	146,341.65
New Contract Amo	punt	Total:	\$	292,377.35
The Contract Time due	e to this Change Order will be: 🗹 Increased 🛛 🗖 Decreas	ed 🛛 Unchanged	by 60	days
Original Completion		_	2/21/21	
	ange Order No. 1 through Change Order 1 <u>(if applicable)</u> - Change Order	-	60 180	
Adjustment by this New Completion D		-	10/19/21	
Milestones Affected:			10/19/21	
Contractor	Date:	MTS Chief Executive Officer	Date:	—
	Follow all applicable procedures and provide all a the Contract Doc		required by	B-1

B-1

EXHIBIT A (Scope of Work)



San Diego, CA 92101

Final Scope of Work

Date: 5/19/2021
Job Order Contracting

То:	From:
Contract No:	PWL312.0-20
Job Order No:	MTSJOC312-01.02
Job Order Title:	TPSS Roofs Repair - Additionals 7 TPSS - CCO # 2
Location:	Green Line ROW 1255 Imperial Ave San Diego, CA 92101
Brief Scope:	Adding additional 7 TPSS locations on the Green Line: - Bean, Congress, Las Cumbres, I-805, Grossmont, Gillespie, and Airport Vista

The Contractor shall provide all labor, materials, equipment to complete the work in accordance with the Scope of Work. All work shall be in compliance with all local, state and federal rules and regulations, as applicable. The scope of work consists of the following:

- 1. Inspection, Repair, Seal walls and doors and coat roof
- The Contractor shall be responsible for the complete inspection, material supply, delivery, installation, and all required hardware and equipment, and Contract coordination with SDTI, to support an integrated construction during all phases of the work.
- 3. The work shall consist of procuring and installing repair panels, gasket material, caulking basic cleaning and primer, coating, and painting to the roofs of seven (7) existing substations.
- 4. The work shall consist of, but is not limited to:
- 5. The Contractor shall furnish all labor, equipment, materials and accessories required to make repairs to substations
- 6. In addition, the Contractor shall provide all required support and services, including from their equipment and material suppliers, covering all Contract materials and equipment manufacture, shop and field fabrication. This includes any manufacturer's field engineering assistance deemed necessary during the system installation and for all necessary changes to the system and equipment resulting from manufacturing discrepancies identified during the installation, at no additional cost to SDTI.
- 7. Contractor shall be responsible for providing all required support for equipment manufacturers during field assembly, installation of each traction power substation.
- 8. The second 7 TPSS are listed below:
 - i. Bean
 - ii. Congress
 - iii. Las Cumbres
 - iv. I-805
 - v. Grossmont
 - vi. Gillespie
 - vii. Airport Vista

Submittals: Construction Schedule and Work Plan

Coordination: MOW Supervisor, Arol Trewin

Work Hours: Weekdays 7:00am - 4:00pm

Thang Nguyen, Systems Engineer

EXHIBIT B (Cost Breakdown)



JOC Name (Contractor):	HMS Construction Inc.
Contract Name:	RAILROAD SIGNALS, Overhead Catenary Systems and Track
Contract Number:	PWL312.0-20
Job Order Number:	MTSJOC312-01.02
Job Order Title:	TPSS Roofs Repair - Additionals 7 TPSS - CCO # 2
Location:	20-Green Line ROW
Proposal Value:	\$146,341.65

Division

Division Totals

	Proposal Total:	\$146,341.65
10	Specialties	\$0.00
09	Finishes	\$37,636.20
08	Openings	\$6,762.00
07	Thermal And Moisture Protection	\$8,481.90
05	Metals	\$0.00
01	General Requirements	\$93,461.55



JOC Name (Contractor):	HMS Cons	structio	on Inc.							
Contract Name:	RAILROAD SIGNALS, Overhead Catenary Systems and Track									
Contract Number:	PWL312.0	-20								
Job Order Number	MTSJOC3	12-01	.02							
Job Order Title	TPSS Roc	ofs Rep	oair - Additionals 7 TF	s	S - CCO #	2				
Location:	20-Green	Line R	OW							
Proposal Value:	\$146,341.6	5								
Record # CSI Number	MOD	UOM	Description		Unit Price		Factor		Total	
01 General Requirements									\$93,461.55	
1 012220000027		HR	Laborer							
No Change			Quantity >	C	Unit Price	х	Factor	=	LineTotal	
	Installation	HR	392.00 ×	(\$73.42	х	1.0000	=	\$28,780.64	
Equipment Exclu	ded	Mate	rials Excluded					-	\$28,780.64	
User Not	e: 7 TPSS Subs	tations	x 64 hours each							
Item Not	e: For tasks not	include	d in the Construction Task	Ca	atalog® and as	s dire	cted by owne	r only.		
Owner Comment	s:									
Contractor Comment	s:									
2 012220000027		HR	Laborer							
No Change			Quantity >		Unit Price	x	Factor	=	LineTotal	
	Installation	HR	560.00 ×	(\$73.42	х	1.0000	=	\$41,115.20	
Equipment Exclu	ded	Mate	rials Excluded						\$41,115.20	
			ays) and also weatherstripp			-			= 560hrs	
		include	d in the Construction Task	Ca	atalog® and as	s dire	cted by owne	r only.		
Owner Comment										
Contractor Comment	s:									
3 012220000052		HR	Truck Driver (Group 4)							
No Change			Quantity >		Unit Price	x	Factor	=	LineTotal	
	Installation	HR	196.00 >	(\$71.68	х	1.0000	=	\$14,049.28	
Equipment Exclu		Mate	rials Excluded						\$14,049.28	
User Not										
		include	d in the Construction Task	Ca	atalog® and as	s dire	cted by owne	r only.		
Owner Comment										
Contractor Comment	s:									



Att. B Al 7, 06/17/2021 Price Proposal Detail By Division Report Version: Working Version

4	012220000052	0001	HR	For Foreman, Add						
	No Change	-		Quantity	x	Unit Price	x	Factor	=	LineTotal
	· ·	Installation	HR	196.00	х	\$3.58	х	1.0000	=	\$701.68
	Equipment Excluded	I	Mate	rials Excluded					_	\$701.68
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ntractor Comments:									
5	015219000002		WK	Portable Chemical Toi	let					
	No Change	-		Quantity	х	Unit Price	х	Factor	=	LineTota
		Installation	WK	14.00	х	\$63.29	х	1.0000	=	\$886.06
Labor Exclu	ıded Equi	pment Exclue	ded						_	\$886.06
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ntractor Comments:									
6	015219000007		WK	Service Trailer Restroo	oms,	3 Times Per	Week			
	No Change	-		Quantity	х	Unit Price	x	Factor	=	LineTota
		Installation	WK	3.50	х	\$2,140.62	х	1.0000	=	\$7,492.17
Labor Exclu	ıded Equi	pment Exclue	ded						_	\$7,492.17
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ntractor Comments:									
7	015219000008		WK	Two Station Portable H	land	lwash				
	No Change	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	WK	14.00	х	\$31.18	х	1.0000	=	\$436.52
Labor Exclu	ıded Equi	pment Exclue	ded						_	\$436.52
	User Note:									
	Item Note:									
	Owner Comments:									
Co	ntractor Comments:									



Re	cord #	CSI Number	MOD	UOM	Description	Unit Price	•	Factor		Total
05	Metals									\$0.00
	8	050523001178		EA	12-24 x 1-1/2", Hex Was	ner Head, Tek	s® 5 Se	elf Drilling Sc	rew	
		No Change			Quantity >	Unit Price	х	Factor	=	LineTotal
			Installation	EA	0.00 >	\$3.05	х	1.0000	=	\$0.00
										\$0.00
		User Note:								
		Item Note:								
		Owner Comments:								
	Cor	ntractor Comments:								
	9	051223000132		SI	Metal Grinding Up To 1/3	2" Thickness	To Be F	Removed		
		No Change			Quantity >	Unit Price	х	Factor	=	LineTotal
			Installation	SI	0.00 >	\$0.70	х	1.0000	=	\$0.00
		Equipment Excluded	I							\$0.00
		User Note:								
			ncludes rust	or scale	removal on metal and smo	othing surfac	e.			
			ncludes rust	or scale	removal on metal and smo	oothing surfac	е.			



Record #	CSI Number	MOD	UOM	Description		Unit Price		Factor		Total
07 Therma	I And Moisture Pro	tection								\$8,481.90
10	079213000005		CLF	3/8" x 3/8" Joint, Silicon	e S	ealant And Ca	aulkinę	9		
	No Change			Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	CLF	21.00	х	\$321.77	х	1.0000	=	\$6,757.17
		Demo	CLF	21.00	х	\$82.13	х	1.0000	=	\$1,724.73
										\$8,481.90
	User Note: ⁻	This option is	to remo	ve and install all new ca	ulk	ing BEFORE	finish	paint		
	Item Note:									
	Owner Comments:									
Con	ntractor Comments:									



Record #	CSI Number	MOD	UOM	Description		Unit Price		Factor		Total
08 Openin	gs									\$6,762.00
11	087233000170		LF	1-1/8" Cushion "V", Spi	ring	Bronze Perim	eter G	Basketing We	eather-Strip (Pemk	o B75)
	No Change			Quantity	х	Unit Price	х	Factor	=	LineTotal
		Installation	LF	1,400.00	х	\$4.83	х	1.0000	=	\$6,762.00
Labor Exclu	ded									\$6,762.00
	User Note:	Mc Master Ca estimate 200 I	rr mater f per TF	rial equivalant PSS x 7ea						
	Item Note:									
	Owner Comments:									
Сог	ntractor Comments:									



Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Tota
9 Finishe	s								\$37,636.20
12	099653000004		SF	Paint, Conventional Spra	y, Elastomeric,	Per C	oat		
	No Change			Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	SF	6,720.00 ×	\$1.47	х	1.0000	=	\$9,878.40
									\$9,878.40
	User Note:	480 sf x 2 coa	its = 960)sf ea x 7 tpss = 6720 sf					
	Item Note:								
	Owner Comments:								
Co	entractor Comments:								
13	099653000005		SF	Paint, Airless Spray, Elas	tomeric, Per Co	oat			
	No Change			Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	SF	15,540.00 ×	\$1.33	х	1.0000	=	\$20,668.20
									\$20,668.20
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								
14	099713230013		SF	Type 1 Structural Steel S	P6 Commercia	l Blast	Cleaning Su	irface Prepa	ration
	No Change			Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	SF	3,360.00 ×	\$2.11	х	1.0000	=	\$7,089.60
									\$7,089.60
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								



Record #	CSI Number	MOD	UOM	Description		Unit Price		Factor		Total
10 Special	ties									\$0.00
15	101423110098		EA	Removal And Reinstalla	tior	n Of Building S	Signa	ge, Exterior l	Jp To 4 SF	
	No Change			Quantity	x	Unit Price	х	Factor	=	LineTotal
		Installation	EA	0.00	х	\$154.59	х	1.0000	=	\$0.00
	Mater	ials Excluded								\$0.00
	User Note:	Exterior Walls	Exclude	ed per MTS.						
	Item Note:									
	Owner Comments:									
Cor	ntractor Comments:									
									Total:	\$146,341.65
								Proposal	Total:	\$146,341.65
				The Percentage o	f٨	Ion Pre-Pric	ed o	n this Prop	oosal:	0.00%

EXHIBIT C (Subcontractor Listing)



Subcontractor Report

Date: 5/19/2021

Job Order Contracting

Contract #:	PWL312.0-20
Job Order #:	MTSJOC312-01.02
Job Order Title:	TPSS Roofs Repair - Additionals 7 TPSS - CCO # 2
Location:	Green Line ROW
Contractor:	HMS Construction Inc.
Subcontractor:	General Coatings

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
General Coatings 6711 Nancy Ridge Rd, San Diego, CA 92120	527547	Waterproofer		\$67,900.00	46.40%



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

Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

DESIGN SERVICES FOR SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CHARGING PROJECT – WORK ORDER AMENDMENT

RECOMMENDATION:

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

- Ratify Work Order WOA2075-AE-50.02 under MTS Doc No. G2075.0-18 (Attachment A) with Dokken Engineering (Dokken) totaling \$88,412.96, to support Phase 2 battery electric bus (BEB) improvements, charging to dispenser ratio changes, as well as the application and processing of a Building Permit package through the City of Chula Vista Development Services Department; and
- 2) Authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-50.03 under MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment B) with Dokken in the amount of \$36,896.94 for additional design services to add a permanent natural gas generator to the project.

Budget Impact

The total budget for this project shall not exceed \$1,116,976.91. This project is funded by MTS Capital Improvement Program (CIP) 1009113101- Charging Infrastructure at SBMF – Design.

DISCUSSION:

MTS currently operates and maintains a fleet of 235 Compressed Natural Gas (CNG) buses at the SBMF. In 2018, MTS staff applied for and received a Transit and Intercity Rail Capital Program (TIRCP) grant to add a new Rapid Bus Feeder service between Imperial Beach and the Otay Mesa International Border crossing, connecting both communities to the Blue Line Trolley. Consistent with the grant program's goal to significantly reduce emissions of greenhouse gases, the new rapid route will be served by 12 new, 60-foot battery electric buses (BEB).

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

San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

The new service will be called Rapid Bus Route 925, operating at 7.5-minute headways in the peak hours, with buses from the SBMF on Main Street in Chula Vista. The charging infrastructure for these 12 new buses is needed to charge the buses overnight for morning service pull-out. As defined in the SBMF Master Plan, Phase 1 is the installation of chargers for 12 new 60-foot BEB's to support the Iris Rapid Project.

On March 19, 2020, the MTS Board approved a work order to Dokken Engineering for the SBMF electric bus concept layouts design work, including the preparation of a conceptual design for a full facility conversion to an all-electric bus fleet through phased installations. Dokken Engineering was selected from the MTS-SANDAG as-needed architectural & engineering (A&E) design consulting services list, which was created on January 12, 2016, following a competitive process.

On October 15, 2020, the MTS Board approved Amendment No. 1 to include final design services for Phase 1 of the SBMF.

On May 17, 2021, the CEO approved Amendment No. 2, to provide additional design services for Phase 2 of the project scope, modify the charger to dispenser ratio from 2:1 to 3:1, and provide building permit package support with the City of Chula Vista Development Services Department. Phase 2 of the master plan included chargers for eleven (11) new 40-foot BEBs, bringing the total charging capacity at SBMF to 23 buses.

Under proposed work order Amendment No. 3, Dokken shall provide additional design services to include a permanent onsite natural gas generator for the project. The design for the generator also includes coordination with San Diego Gas & Electric (SDG&E) for a new gas service and meter.

Work Order No.	Purpose	Amount	Board Approval Date
WOA2075- AE-50	Original Work Order – SBMF ZEB Electric Bus Concept Layouts	\$328,320.14	3/19/20, Item 9
WOA2075- AE-50.01	Amendment 1 – Final Design Phase 1	\$663,346.87	10/15/20, Item 15
WOA1949- AE-15.02	Amendment 2 – Add Phase 2 and modify charger ratio	\$88,412.96	CEO approval 5/17/21 per Board Policy No. 41
WOA1949- AE-15.03	Amendment 3 – Add Natural Gas Generator	\$36,896.94	Today's Proposed Action
	TOTAL	\$1,116,976.91	

The Work Order and amendments are summarized below:

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

Therefore, staff recommends that the MTS Board:

- Ratify Work Order WOA2075-AE-50.02 under MTS Doc No. G2075.0-18 (Attachment A) with Dokken totaling \$88,412.96, to support Phase 2 battery electric bus improvements, charging to dispenser ratio changes, as well as the application and processing of a Building Permit package through the City of Chula Vista Development Services Department; and
- 2) Authorize the CEO to execute Work Order WOA2075-AE-50.03 under MTS Doc. No. G2075.0-18 (in substantially the same format as Attachment B) with Dokken in the amount of \$36,896.94 for additional design services to add a permanent natural gas generator to the project.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachments: A. Work Order WOA2075-AE-50.02, MTS Doc No. G2075.0-18 B. Draft Work Order WOA2075.0-50.03, MTS Doc No. G2075.0-18 May 5, 2021

MTS Doc. No. G2075.0-18 WOA2075-AE-50.02

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

Dear Mr. Klemunes:

Subject: MTS DOC. NO. G2075.0-18, WORK ORDER WOA2075-AE-50.02, DESIGN SERVICES FOR SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CONCEPT LAYOUTS

This letter shall serve as Amendment No. 2 to our agreement for professional services, Work Order WOA2075-AE-50, under the General Engineering Consultant Agreement, MTS Doc. No. G2075.0-18, as further described below.

SCOPE OF SERVICES

This Amendment shall provide additional design development to support Phase 2 battery electric bus improvements, charging to dispenser ratio changes, as well as the application and processing of a Building Permit package through the City of Chula Vista Development Services Department. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

There shall be no change to the schedule as a result of this Amendment. The project completion date shall remain at December 31, 2021.

PAYMENT

This Amendment shall increase the payment amount by \$88,412.96. The revised payment shall not exceed \$1,080,079.97 without prior authorization of MTS (Attachment B).

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

Sincerely,

Sharm Correy

Sharon Cooney Chief Executive Officer

Accepted:

John Klemunes, PE Regional Manager, Dokken Engineering

Date:

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

ATTACHMENT A REVISED SCOPE OF SERVICES

MTS South Bay Maintenance Facility Zero Emission Bus PHASE 1 FINAL ENGINEERING SERVICES Amendment 2

I. SCOPE OF SERVICES

This task order amendment is for additional design development to support Phase 2 battery electric bus improvements, charging to dispenser ratio changes, as well as the application and processing of a Building Permit package through the City of Chula Vista Development Services Department.

TASK 4: 100% CONSTRUCTION DOCUMENTS (CD)

Work Elements:

4.1. Charging Equipment Plans:

Revisions to the drawings based on the addition of the Phase 2 charging infrastructure to include the additional 12 buses, along with the change to move from 2:1 charging to 3:1 charging. The design team will:

- Revisions to incorporate and finalize electrical charging equipment infrastructure drawings for the additional 12 buses for Phase 2
- Incorporate MTS Operations preference for shared dispenser charging positions and order of charging of specific dispensers to establish circuiting/wiring schematic from specific dispensers to specific chargers for Phase 2.
- Design revisions to change from a 2:1 charger to dispenser ratio to a 3:1 ratio. This included revisions to the cable tray, conductor, and conduit design
- Finalize the charging equipment list to be consistent with BEB charging layouts, facility design, and input received during the review sessions with MTS.
- Provide final charging equipment quantities to use in the final cost estimate.
- Finalize utility requirements drawings based on information developed with the client. These will be drawn on a separate view in Revit and will include electrical equipment locations.

4.2. Structural Plans:

No change.

4.3. Fire Protection/Building Permit

Prepare a Building Permit Package in accordance with City of Chula Vista DSD requirements as well as coordination, processing and addressing any comments necessary for issuance of the Building Permit. The work entails the following components:

- Preparation of an official Building Permit Plan Set from the approved 100% Plans.
- Preparation, coordination, and completion of any required applications.
- Preparation, coordination, completion, and QA/QC of any required Questionnaires, Intake Forms and Reports.
- Preparation, coordination, completion, and QA/QC of a PDP SWQMP in accordance with City of Chula Vista standards and as outlined in the Storm Water Requirements Applicability Checklist (i.e., Intake Form).
- Preparation, coordination, completion, and QA/QC of a Construction Storm Water Pollution Control Plan in accordance with City of Chula Vista standards and as outlined in the Storm Water Requirements Applicability Checklist (i.e., Intake Form).
- Successful delivery and coordination of a completed package to City of Chula Vista DSD personnel.
- Coordination and processing of the Building Permit Package with City of Chula Vista Staff.

- · Addressing any comments related to the Building Permit Review Cycle(s).
- Payment of any Fees related to review of the Building Permit Package and issuance of the Building Permit.
- Building Permit for inclusion within the project bid documents.

4.4. Electrical Plans:

- Revisions to the design plans to incorporate the electrical infrastructure to serve an additional 12 buses for Phase 2. This consists of designing 12 additional overhead DC pantographs and 4 additional EVSE charging cabinets. Excluded are services to include additional solar or other resiliency measures.
- Develop drawings for the required electrical materials and equipment for the addition of the Phase 2 – 12 additional buses. This includes power, emergency/standby power, fire alarm system, and the electrical raceways for special devices.
- Design of the required cables necessary to complete Phase 2 will be indicated on the drawings
- Design the requirements and layout of the power and communication cabling, wireway, and cable tray between the charging cabinets and overhead pantograph dispensers.
- Finalize revisions to change from a 2:1 charger to dispenser ratio to a 3:1 ration. This included revisions to the cable tray, conductor, and conduit design
- · Provide final input necessary for the development of the construction cost estimate

4.5. Construction Document Quality Control

No change.

4.6. On-Site Site Civil Improvements

- Relocation of Substation A, realignment of the duct bank trench, and modifications to the proposed median section.
- Updating the Civil Plans and Civil Detail drawings to include the infrastructure required to accommodate the Phase 2 battery electric buses.
- Updating the Engineer's Estimate that includes payment for additional items needed to accommodate the Phase 2 battery electric buses.

4.7. Technical Specifications

No change.

4.8. Opinion of Probable Construction Cost

The consultant will provide updated quantities and cost and prepare a final Opinion of Probable Costs incorporating the addition of the Phase 2 infrastructure, charging ratio change, equipment components, and based on the 100% Construction Documents.

II. DELIVERABLES

No change.

III. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Above revisions will be incorporated into the 100% Construction Documents.

City of Chula Vista Building Permit is expected to be approved prior to Construction.

IV. MATERIALS TO BE PROVIDED BY Dokken and/or MTS

No change.

V. SPECIAL CONDITIONS/ASSUMPTIONS

No change.

ATTACHMENT B REVISED NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

			MTS Doc. No.	G2075.0-18
		v	Vork Order No.	WOA2075-AE-50.02
			Attachment:	В
	Work Order Title:	MTS SBMF ZEB (Phase 1) Amendment 2		
			Project No:	
		Table 1 - Cost Codes Summary (Costs & Hours)	1	
ltem	Cost Codes	Cost Codes Description		Total Costs
1		Labor		\$88,412.96
2		ODC		
			Totals =	\$88,412.96
		Table 2 - TASKS/WBS Summary (Costs & Hours		,
ltem	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	PROJECT MANAGEMENT		
2	Task 2	SCHEMATIC DESIGN (SD)		
3	Task 3	DESIGN DEVELOPMENT (DD)		
4	Task 4	CONSTRUCTION DOCUMENTS	490.0	\$88,412.96
5	Task 5	CONTRACT BID SUPPORT		
5				
6				
7				
8				
9				

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

490.0

Totals =

\$88,412.96

(If App	olicable	, Selec	t One)			
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs
				DOKKEN ENGINEERING	266.0	\$44,128.90
				WSP	224.0	\$44,284.06
				Totals =	490.0	\$88,412.96

Work Order Estimate

Summary Consultant/Subconsultant: DOKKEN ENGINEERING

	-		_ ``	Jonsulant/St	ubconsultant.				
	Total Hours =	266							
	Total Costs =	\$44,128.90		Wor	k Order Title:	MTS SBMF	ZEB (Phase 1)	Amendment	2
			ODCs (See Attachment)	Principal	Senior Engineer	Associate Engineer	Engineering Tech		
Item	TASKS/WBS	TASKS/WBS Description	,	\$ 262.42	\$ 218.68	\$ 157.45	\$ 106.42		
3	Task 3	DESIGN DEVELOPMENT (DD)]				
	Electric Charging E								
	Electrical	<u>4</u>							
	Fire Protection								
	Structural								
	Civil Plans								
	Opinion of Probable	Construction Cost							
	Design Developme								
	ODC								
		Subtotals (Hours) =							
	Task 4	Subtotals (Costs) = CONSTRUCTION DOCUMENTS	•		1				
	Charging Equipmer	11							
	Structural				<u> </u>	400			
	Fire Protection/Buil	aing Permit		8	8	120	80		
	Electrical								
		nent Quality Control							
	On-Site Site Civil In					50			
4.7	Technical Specifica								
4.8	Opinion of Probable	e Construction Cost							
	ODC		\$5,000.00						
	·	Subtotals (Hours) =	N/A	8	8	170	80		
		Subtotals (Costs) =	\$5,000.00	\$2,099.36	\$1,749.44	\$26,766.50	\$8,513.60		
		Totals (Summary) =							
		Total (Hours) =	N/A	8	8	170	80		
		Total (Costs) =	\$5,000.00	\$2,099.36					
			ψ0,000.00	ψ2,099.30	ψ1,743.44	ψ20,700.30	ψ0,515.00		
		Porcontago of Total (Hours) -	NI/A	20/	20/	64%	200/		
		Percentage of Total (Hours) = Percentage of Total (Costs) =	N/A 11%	3% 5%					
		$- \frac{1}{2} - $	1170	5%	4%	01%	19%		

Att. A, AI 8, 06/17/2021

MTS Doc. No.: G2075.0-18 Work Order No.: WOA2075-AE-50.0 Attachment: B)2
)2
Attachment: B	
Total Hours Totals	
	_
216 \$31,256.40)
50 \$7,872.50	h
50 \$7,872.50	<u> </u>
\$5,000.0	
266 \$44,128.90 266 \$44,128.9	
266 \$44,128.90)

\$44,128.90 266 266

\$44,128.90

100%

100%

Work Order Estimate

			(Consultant/Su	ibconsultant:	WSP	II V					MTS	Doc. No.:	G2075.0-18
Total Hours =	224											Work	Order No.:	NOA2075-AE-50.02
Total Costs =	\$44,284.06			Worl	c Order Title:	MTS SBMF 2	ZEB (Phase	1) Amendment 2	2			Att	achment:	В
			ODCs (See Attachment)	Senior Manager (Kosup)	Project Controls Specialist (Bay)	Staff Manager (Carter/Baig)	Engineer 1 (Register)	Senior Supervising Engineer(Hugh es/Lanzer/Krup nik)	Specialist, Design Support (Faarup)	Senior Technical Specialist (Gedda)	CADD Operator 1	Engineer II (Hollman)	Total Hours	Totals
Item TASKS/WBS	TASKS/WBS Descr	ription		\$322.60	\$231.58	\$270.33	\$95.60	\$241.64	\$126.81	\$163.20	\$95.60	\$117.08		
4 Task 4	CONSTRUCTION DOCUMENT	S	I											
4.1 Charging Equipme		-		8	4	30		4		12	36		94	\$17,983.58
4.2 Structural					· ·			•					0.1	\$11,000.00
4.3 Fire Protection/Bui	Iding Permit			2				4	6	8	20		40	\$5,590.22
4.4 Electrical	5			4				54	-		12		70	\$15,486.16
4.5 Construction Docu	ment Quality Control													. ,
4.6 On-Site Site Civil I	mprovements													
4.7 Technical Specifica	ations													
4.8 Opinion of Probabl	e Construction Cost			8		2		6		4			20	\$5,224.10
ODC														
		ubtotals (Hours) =	N/A	22	4	32		68	6	24	68	r	224	\$44,284.06
	S	subtotals (Costs) =		\$7,097.20	\$926.32	\$8,650.56		\$16,431.52	\$760.86	\$3,916.80	\$6,500.80	l	224	\$44,284.06
												Г	001	<u> </u>
	Totals (Summary) =								-	~ .			224	\$44,284.06
	Total (Hours) =		N/A	22	4	32		68	6	24			224	A 4 4 00 4 00
	Total (Costs) =			\$7,097.20	\$926.32	\$8,650.56		\$16,431.52	\$760.86	\$3,916.80	\$6,500.80			\$44,284.06
	Percentage of Total (Hours) =		N/A	10%	2%	14%		30%	3%	11%	0.3035714		100%	
	Percentage of Total (Costs) =			16%	2%	20%		37%	2%		0.1467977			100%

Att. A, AI 8, 06/17/2021

G2075.0-18	MTS Doc. No.:
WOA2075-AE-50.02	Work Order No.:
_	

Work Order Estimate Summary

Att. A, Al 8, 06/17/2021

Consultant/ Subconsultant: DOKKEN ENGINEERING

Contract No:	G2075.0-18
Task Order No.	WOA2075-AE- 50.02
Attachment:	В

Work Order Title: MTS SBMF ZEB (Phase 1) Amendment 2

						TASK	S/WBS (1-5)						
ODC				Task 1		Task 2		Task 3		Task 4		Task 5	
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Chula Vista Application Fee	LS	\$5,000.00							1	\$5,000.00		
2													
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =	\$5,000.00	Subtotal =	
	TASKS/WBS (6-10)												
ODC													Totals
Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Chula Vista Application Fee											1	\$5,000.00

ODC										Totals			
Item	Description	Quantity	Total	Quantity	Total								
1	Chula Vista Application Fee											1	\$5,000.00
2													
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$5,000.00

June 17, 2021

MTS Doc. No. G2075.0-18 WOA2075-AE-50.03

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

Dear Mr. Klemunes:

Subject: MTS DOC. NO. G2075.0-18, WORK ORDER WOA2075-AE-50.03, DESIGN SERVICES FOR SOUTH BAY MAINTENANCE FACILITY (SBMF) ELECTRIC BUS CONCEPT LAYOUTS

This letter shall serve as Amendment No. 3 to our agreement for professional services, Work Order WOA2075-AE-50, under the General Engineering Consultant Agreement, MTS Doc. No. G2075.0-18, as further described below.

SCOPE OF SERVICES

This Amendment shall provide additional design to support installation of a permanent generator. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A).

SCHEDULE

There shall be no change to the schedule as a result of this Amendment. The project completion date shall remain at December 31, 2021.

PAYMENT

This Amendment shall increase the payment amount by \$36,896.94. The revised payment shall not exceed \$1,116,976.91 without prior authorization of MTS (Attachment B).

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

Sincerely,

Accepted:

Sharon Cooney Chief Executive Officer John Klemunes, PE Regional Manager, Dokken Engineering

Date: _____

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

ATTACHMENT A, REVISED SCOPE OF SERVICES

MTS South Bay Maintenance Facility Zero Emission Bus PHASE 1 FINAL ENGINEERING SERVICES Amendment 3

I. SCOPE OF SERVICES

This task order amendment is for additional engineering services to support installation of a permanent generator to be used as Standby service. This will be included in the documents as Add Alternative No 1.

TASK 4: 100% CONSTRUCTION DOCUMENTS (CD)

Work Elements:

4.1. Charging Equipment Plans

• No changes

4.2. Structural Plans:

• Design of the generator pad foundation

4.3. Fire Protection

No changes

4.4. Electrical Plans:

- · Coordinate with Mechanical / civil on underground gas pipe routing around electrical conduits
- Provide Mechanical with final generator capacity requirements assumed 2MW
- · Design electrical duct bank to generator
- · Incorporate generator control into Microgrid spec
- · Provide final input necessary for the development of the construction cost estimate

4.5. No changes

4.6. On-Site Site Civil Improvements

- · Coordinate w/ Mechanical and update to the civil plans to show underground gas pipe
- Incorporate any changes to existing trench or new trench for gas pipe
- · Incorporate on the civil plans the location of support pad / foundation for generator
- Coordinate location of bollards for protection of generator (wall enclosure is excluded).

4.7. Technical Specifications

• Incorporate the permanent generator design as Add Alt No 1.

4.8. Opinion of Probable Construction Cost

• The consultant will provide updated quantities and cost and prepare a final Opinion of Probable Costs incorporating the addition of the generator and associated infrastructure.

4.9 Mechanical/Local codes

• Providing Engine / generator selection. Contact generator manufacturers and select design basis generator.

- Provide mechanical drawings and specifications for the installation of a CNG standby generator located outdoors and at grade.
- Evaluation of existing CNG equipment capability. Assumes Generator fuel source to be existing compressed natural gas (CNG) system. Design CNG rig at connection to CNG system for generator fuel.
- Connection to existing CNG supply equipment (or directly to SDG&E Main). This includes coordination and discussion with SDG&E on most viable alternative for gas line connection. Includes sizing of the piping and coordination of the underground CNG piping. Includes up to 2 meetings with SDG&E gas division.
- Provide generator exhaust design-anticipated to be stub stack with standard silencer (if needed), CNG piping, and coordination with electrical, structural
- Provide cost estimate for generator system to submit with the 100% IFB package.
- · Allowance for two (2) virtual meetings to discuss design parameters
- Preparation and submittal to San Diego Air Pollution Control District (SDAPCD) for emergency standby generator. This includes applications, site layout, plot plan, engine specification sheet, and manufacturer emission data. 20 hours is allowed to address comments from the SDAPCD.
- Research and incorporate City of Chula Vista zoning code requirements for setbacks of the generator to public streets, buildings. Assumes a permit with the City of Chula Vista for the generator is not required
- Identification of noise level requirements and mitigation needed, if any, due to proximity to the
 existing Administration building onsite and/or other surrounding uses. Assumes a sound wall or
 enclosure for the generator is not needed due to the temporary/standby use of the generator, as
 well as the surrounding receptors.

II. DELIVERABLES

No change.

III. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Above revisions will be incorporated into the 100% Issue for Construction Documents.

IV. MATERIALS TO BE PROVIDED BY Dokken and/or MTS

No change.

V. SPECIAL CONDITIONS/ASSUMPTIONS

No change.

ATTACHMENT B REVISED NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

			MTS Doc. No.	G2075.0-18
		v	Vork Order No.	WOA2075-AE-50.03
			Attachment:	В
	Work Order Title:	Senior Engineering Manager (Kosup)		
			Project No:	
		Table 1 - Cost Codes Summary (Costs & Hours)	l	
ltem	Cost Codes	Cost Codes Description		Total Costs
1		Labor		\$36,896.94
2		ODC		
			Totals =	\$36,896.94
		Table 2 - TASKS/WBS Summary (Costs & Hours)		<i></i>
		, (, (, (, (, (, (, 	
ltem	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 1	PROJECT MANAGEMENT		
2	Task 2	SCHEMATIC DESIGN (SD)		
3	Task 3	DESIGN DEVELOPMENT (DD)		
4	Task 4	CONSTRUCTION DOCUMENTS	250.0	\$36,896.94
5	Task 5	CONTRACT BID SUPPORT		
5				
6				
7				
8				
9				
10				
		Totals =	250.0	\$36,896.94

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

(If Applicable, Select One)		t One)				
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs
				DOKKEN ENGINEERING	28.0	\$5,073.40
				WSP	222.0	\$31,823.54
				Totals -	250.0	\$36,806,04

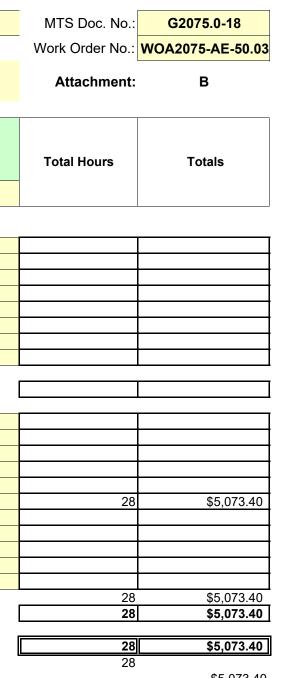
Totals = 250.0 \$36,896.94

Work Order Estimate

Summary Consultant/Subconsultant: DOKKEN ENGINEERING

	Total Hours =	28											_
	Total Costs =	\$5,073.40			Worl	k Orde	er Title:	Seni	or Engii	neer	ing Manaថ្	ger (Kosup)	
			ODCs (See Attachment)	Engi Ma	enior ineering inager osup)		enior gineer		ociate gineer	En	gineering Tech		
Item	TASKS/WBS	TASKS/WBS Description		\$	262.42	\$	218.68	\$	157.45	\$	106.42		
		DESIGN DEVELOPMENT (DD)											
	Electric Charging E	quipment											
	Electrical												
	Fire Protection												
	Structural												
	Civil Plans												_
	Opinion of Probable												-
	Design Developmer	nt Quality Control											-
	ODC	Subtotals (Hours)	= N/A										
		Subtotals (Hours) Subtotals (Costs)											Г
4	Task 4	CONSTRUCTION DOCUMENTS	-										L
	Charging Equipmer												Г
	Structural												t
	Fire Protection/Build	dina Permit											t
	Electrical												t
	Construction Docun	nent Quality Control											T
	On-Site Site Civil In				4		4		20				
4.7	Technical Specifica	tions											
4.8	Opinion of Probable	e Construction Cost											
	ODC												
		Subtotals (Hours) Subtotals (Costs)		\$1,	4 049.68		4 74.72		20 149.00				[
		- / / / >											F
		Totals (Summary) =											Ľ
		Total (Hours) =	N/A	~	4		4	*	20				
		Total (Costs) =		\$	1,049.68		\$874.72	\$3	3,149.00				
		Percentage of Total (Hours) =	N/A		14%		14%		71%				
		Percentage of Total (Costs) =	IN/ <i>F</i>		21%		14%		62%				
		r = c = c = c = c = c = c = c = c = c =			∠ 1 70		1770		02 70				

Att. B, AI 8, 06/17/2021



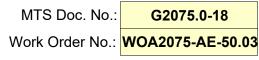
\$5,073.40

100%

100%

Work Order Estimate

				Sur	nmarv						
				• • • •	WSP				MTS	Doc. No.:	G2075.0-18
	Total Hours =	222							Work (Order No.: V	/OA2075-AE-50.03
	Total Costs =	\$31,823.54			Senior Engi	neering Mana	ager (Kosup)		Att	achment:	В
			ODCs (See Attachment)	Senior Engineering Manager (Kosup)	Staff Manager	Engineer 1	Senior Supervising Engineer	Supervising Engineer	Engineer II	Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description		\$322.60	\$270.33	\$95.60	\$241.64	\$196.93	\$117.08		
4	Task 4	CONSTRUCTION DOCUMENTS									
4.1	Charging Equipme										
	Structural							4		4	\$787.72
	Fire Protection/Bui	Iding Permit									····-
4.4	Electrical							20		20	\$3,938.60
4.5	Construction Docu	ment Quality Control									
4.6	On-Site Site Civil II	mprovements									
4.7	Technical Specifica	ations			6	6				12	\$2,195.58
4.8	Opinion of Probabl	e Construction Cost							16	16	\$1,873.28
4.9	Mechanical/Local of	codes		8	4	6	8		144	170	\$23,028.36
	ODC										
		Subtotals (Hours)		8	10	12	8	24	160	222	\$31,823.54
		Subtotals (Costs)	=	\$2,580.80	\$2,703.30	\$1,147.20	\$1,933.12	\$4,726.32	\$18,732.80	222	\$31,823.54
	4								7		<u> </u>
	1	Totals (Summary) =		0	40	10	0	0.4		222	\$31,823.54
		Total (Hours) =	N/A	¢2 590 90	10 ¢2 202 20	12 ¢1 147 20	8		160 ¢18 732 80	222	<u> </u>
		Total (Costs) =		\$2,580.80	\$2,703.30	\$1,147.20	\$1,933.12	\$4,726.32	\$18,732.80		\$31,823.54
		Percentage of Total (Hours) =	N/A	4%	5%	5%	4%	11%	0.720720721	100%	
		Percentage of Total (Costs) =	IN/ <i>I</i> A	4 % 8%	8%	5 % 4%	4 % 6%		0.588646015	100 /0	100%
		-		070	070	т 70	070	1070	0.0000-0010		10070





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

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

SUBJECT:

Draft for Executive Committee Review Date: 06/10/2021

RAIL REPLACEMENT - AMERICA PLAZA AND KETTNER GRADE CROSSING - WORK ORDER AGREEMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC269-11, under Job Order Contract (JOC) to MTS Doc. No. PWG269.0-19, (in substantially the same format as Attachment A) with Herzog Contracting Corp. (Herzog), in the amount of \$698,473.76 for the replacement of the rail at America Plaza Trolley Station and the replacement of the adjacent grade crossing located at Kettner Boulevard.

Budget Impact

The total budget for this project shall not exceed \$698,473.76. Under MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$13,620.24. This project is funded by MTS Capital Improvement Project (CIP) 2005112201 - Rail Replacement – America Plaza & Kettner.

DISCUSSION:

The current UC San Diego Blue Line terminates service at America Plaza. With the opening of the Mid-Coast extension at the end of 2021, Blue Line Trolley service will continue through America Plaza, across the Kettner Blvd. grade crossing, and continue north to the new terminal at the University Town Center (UTC).

To minimize the potential risk of future service disruptions, this project will replace approximately 800 track feet of existing rail, including waterproofing, fasteners, and rubber rail interface at the America Plaza Trolley Station, and replace the existing grade crossing at Kettner Blvd.

On March 12, 2019, MTS issued an Invitation for Bids (IFB) seeking a contractor to



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

San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

provide on-call Job Order Contracting (JOC) for Railroad Construction services that primarily consists of repair, remodeling or other repetitive work involving railroad construction improvements. This includes, but is not limited to, main Continuous Welded Rail (CWR) track rehabilitation/replacement, grade crossings (pre-cast concrete panels, rubber panels, paved with rubber rail interface) special track work, direct fixation, signal systems, overhead catenary, traction power, and related civil construction improvements work; and all required incidental professional and technical services required for quality control monitoring and testing, shop drawings, safety, environmental, scheduling, traffic control, storm water pollution prevention, geotechnical, surveying, biological, and hazardous/contaminated materials.

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 catalog 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 catalog. Each contractor then includes an adjustment factor, escalating their proposed price from the catalog price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalog price (i.e. 1.25 adjustment factor represents 25% above the catalog 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 Herzog was the lowest responsive and responsible bidder for on-call, general civil construction services. On June 13, 2019, the MTS Board authorized the CEO to execute MTS Doc. No. PWG269.0-19 with Herzog.

Today's proposed action would issue a work order to Herzog under this JOC master agreement. Pricing for this repair task order was reviewed and determined to be fair and reasonable. Herzog will be providing all materials, labor, equipment to replace approximately 800 track feet of existing rail, including waterproofing, fasteners, and rubber rail interface at America Plaza Trolley Station, and replace the existing grade crossing at Kettner Blvd. Work is expected to be completed over the summer, and prior to the start of Mid-Coast revenue service.

Therefore, staff recommends that the MTS Board authorize the CEO to execute Work Order No. MTSJOC269-11, under JOC to MTS Doc. No. PWG269.0-19, with Herzog, in the amount of \$698,473.76 for the replacement of the rail at America Plaza Trolley Station and the replacement of the adjacent grade crossing located at Kettner Boulevard.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachment: A. Draft Job Order Contract MTSJOC269-11, MTS Doc No. PWG269.0-19

JOB ORDER CONTRACT WORK ORDER

PWG269.0-19

CONTRACT NUMBER

MTSJOC269-11 WORK ORDER NUMBER

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: <u>Herzog Contracting Corp.</u>	Ad	Address: <u>3760 Kilroy Airport Way Suite 120</u>					
Form of Business: <u>Corporation</u>		L	ong Beach, CA 90806				
(Corporation, partnership, sole proprie	. ,	lephone:	562.426.4425				
Authorized person to sign contracts:	Clint Larison	Senior Vi	ice President of California Region				
	Name		Title				

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG269.0-19), 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 \$698,473.76

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HERZOG CONTRACTING CORP.				
By:					
Sharon Cooney, Chief Executive Officer	Ву				
Approved as to form:					
By:	Title:				
Karen Landers, General Counsel					

EXHIBIT A (Scope of Work)



San Diego, CA 92101

Final Scope of Work

Date: 5/20/2021
Job Order Contracting

То:	From:
Contract No:	PWG269.0-19
Job Order No:	MTSJOC269-11
Job Order Title:	America Plaza Rail Replacement
Location:	Blue Line ROW 1255 Imperial Ave San Diego, CA 92101
Brief Scope:	This job order is for the replacement of 787 track feet of existing rail, waterproofing, fasteners, and rubber rail interface at America Plaza Trolley Station and the replacement of the existing grade crossing at Kettner Blvd.

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

This job order is for the replacement of 787 track feet of existing rail, waterproofing, fasteners, and rubber rail interface at America Plaza Trolley Station and the replacement of the existing grade crossing at Kettner Blvd.

The Contractor Shall:

 Provide all labor, materials, equipment and required incidents to complete all work as shown in the 70% submittal drawings from HDR entitled America Plaza Rail Replacement from 4/21/21 as provided by MTS.

Owner Furnished Material:

- MTS to provide up to 2,050 LF of 115 RE Head Hardened rail in 80-ft nominal lengths located North of Sigsbee Street on the Blue Line at 1699 Main Street, San Diego, CA 92113. Contractor is to flash butt weld rail into necessary lengths and transport rail to the project location.
- 284 EA H10 Direct Fixation Fastener Assembly or approved equal, which includes fastener body, rail clip shims, rail clips, bolts, and lock nuts.
- 186 EA F20R4 Direct Fixation Fastener Assembly, including associated cover plates, anchor bolts, and spring lock washers.

Contractor Furnished Material:

- 927 EA ECL-2055 Galvanized e-Clips or approved equal.
- 220 EA F20R4 Direct Fixation Fastener Assembly or approved equal, including

associated cover plates, and anchor bolts and spring lock washers. Att. A, AI 9, 06/17/2021

- 100 EA 7/8" Concrete Inserts (Epoxy Coated)
- 115 RE Stock Rails
- Switch Points
- Rubber Rail Interface Custom PPI Rail Seal (modified DFT 71) and associated rubber filler strip or approved equal
- Water Proofing HLM 5000 or approved equal
- All other incidental material required to complete the work such as concrete, asphalt, pavement marking, grout, weld kits etc.

Specifications:

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

Existing Utilities:

The Contractor's attention is directed to the existence of overhead power lines, energized trolley wires, catenary poles, signals, and grade crossing signals at the locations of work. Any one or a combination of these obstructions could exist at any one location. No obstructions shall be permitted within 10 feet of operating tracks. The Contractor shall notify MTS at least 3 working days prior to excavating in the railroad right-of-way to locate buried cables.

Standard Work Windows:

Contractor will be allowed a full shutdown on the WB track only for one (1) EA week from 4:30 AM on Monday to 9:00 PM on Friday

Contractor will be allowed a full shutdown on the EB track only for one (1) EA week from 4:30 AM on Monday to 9:00 PM on Friday

Weekend Shutdowns:

Contractor will be allowed three (3) EA weekend shutdowns from 9:00 PM on Friday to 4:30 AM on Monday.

Contract Schedule:

All work shall be complete as soon as possible with 90 calendar days from issuance of NTP.

Owner Project Manager

Date

INDEX OF DRAWINGS

SHT NO	DWG NO	DESCRIPTION
1	G00	TITLE SHEET, LOCATION MAP AND INDEX OF DRAWINGS
2	G01	GENERAL NOTES
3	G02	LEGEND, ABBREVIATIONS, SYMBOLS, AND BASIS OF COORDINATES
4	G03	SURVEY CONTROL
5	TR11	TRACK GEOMETRY
6	TR21	TRACK PLAN AND PROFILE
7	TR22	TRACK PROFILE
8	TR31	SPECIAL TRACKWORK - KETTNER BLVD
9	TR32	GRADE CROSSING PLANS - KETTNER BLVD
10	TR42	CONSTRUCTION DETAILS
		FOR REFERENCE ONLY - AMERICA PLAZA TRANSIT STATION DETAIL PLAN AND TYPICAL SECTION FOR REFERENCE ONLY - "C" STREET SPECIAL TRACKWORK "C" STREET DOUBLE CROSSWORK - LAYOUT AND PAVING FOR REFERENCE ONLY - C STREET INTERLOCKING DETAIL PLAN & TYPICAL SECTIONS SH. 23 OF 2 FOR REFERENCE ONLY - C STREET INTERLOCKING PARKING GARAGE CONDUIT LAYOUT SH. 22 OF 2 FOR REFERENCE ONLY - RAC0159_743A-REFERENCE

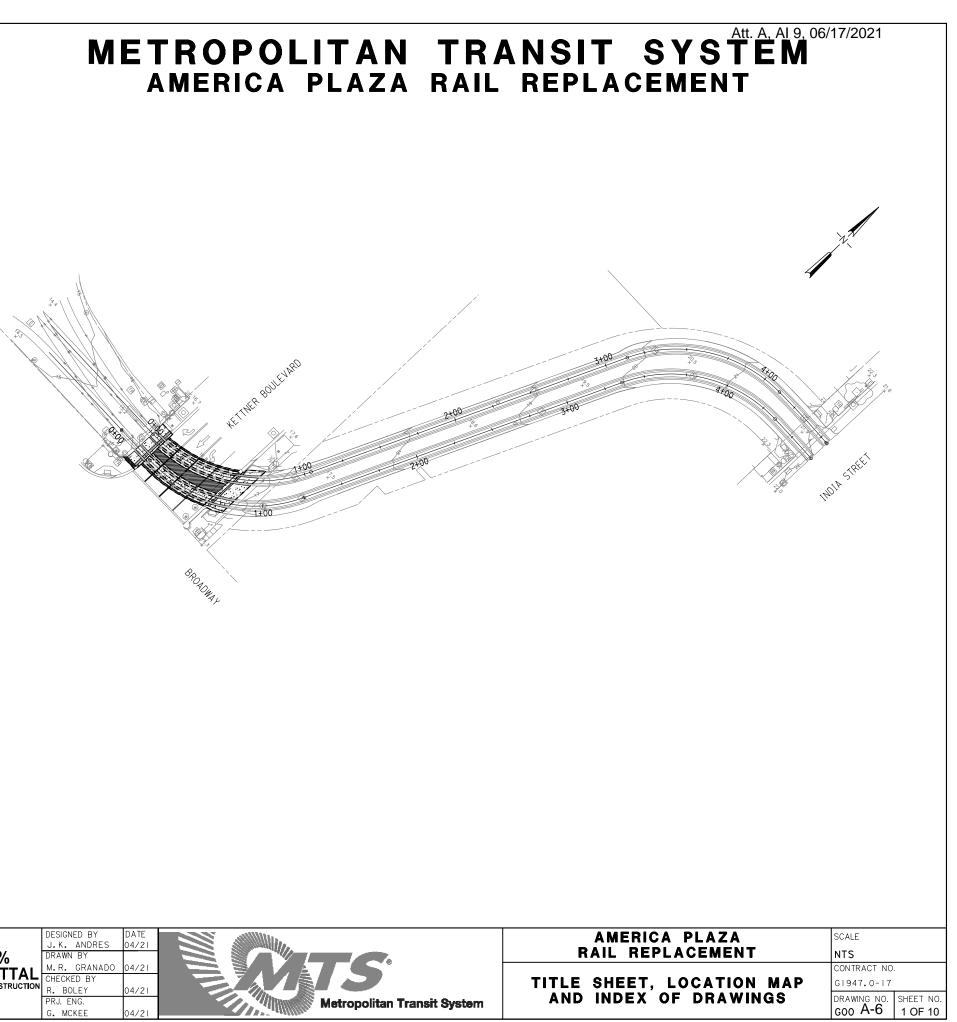
IMPORTANT NOTICE

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG.

WORK TO BE DONE

STANDARD SPECIFICATION: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, 2018 EDITION

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) CURRENT VERSION



0.2021 0wworking\west0 \d1871							FJS	70% SUBMITTAL	CHECKED BY	DATE 04/21 04/21 04/21	Matropolitan Transit System	TI
	NO.	DATE	REVISIONS	BY	СНК	< APRV				04/21	Metropolitan Transit System	1

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

MTS GENERAL NOTES:

0257691

\Documents\23327\1000 D-11x17bw_pdf,p1tcfq

-US_West_01

HDR_

Iswes01:

pw:

- A RIGHT OF ENTRY (ROE) PERMIT IS NECESSARY WHEN ENTERING MTS / SAN DIEGO AND ARIZONA EASTERN (SD&AE) RIGHT-OF-WAY (MTS R/W), INCLUDING AIRSPACE, FOR ANY PURPOSE. A ROE PERMIT IS ALSO REQUIRED WHEN WORKING IN PUBLIC RIGHT-OF-WAY OCCUPIED BY MTS / SD&AE FACILITIES. INFORMATION TO APPLY FOR ROE CAN BE OBTAINED FROM MTS5#32S WEBSITE AT: HTTP://WWW.SDWTS.COM/BUSINESS/PERMITS.ASP OR 1. CONTACT MTS RIGHT OF WAY SERVICES AT TEL. (619) 557-4501. APPLICANT/CONTRACTOR IS REFERRED TO AS THE "PERMITTEE"
- 2. CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, PROFESSIONAL LIABILITY (IF APPLICABLE), POLLUTION LIABILITY (IF APPLICABLE), AND WORKMAN'S COMPENSATION MUST BE SUBMITTED AND APPROVED BY MTS BEFORE THE PERMIT WILL BE PROCESSED. FULL INSURANCE REQUIREMENT GUIDELINES CAN BE ACCESSED FROM THE MTS WEBSITE
- MOST GENERAL LIABILITY INSURANCE POLICIES DO NOT COVER RAILROADS. ANY EXCLUSIONS RELATING TO PERFORMANCE OF OPERATIONS WITHIN THE VICINITY OF ANY RAILROAD, BRIDGE, TRESTLE, TRACK, ROADBED, TUNNEL UNDERPASS, OR CROSSING MUST BE DELETED FROM ALL POLICIES BY ENDORSEMENT. ADDITIONALLY, 3. SEPARATE RAILROAD PROTECTIVE LIABILITY POLICY WILL MOST LIKELY BE REQUIRED AFTER PROJECT REVIEW AS DEEMED NECESSARY BY MTS.
- ALL PERSONNEL PERFORMING WORK ON MTS R/W, OR ENTERING MTS R/W, SHALL REQUIRE PROPER MTS RAIL SAFETY TRAINING CERTIFICATION PRIOR TO ENTERING MTS R/W, IN ADDITION TO AND SEPARATE FROM REQUIRED TRAINING SPECIFIED ON NCTD GENERAL NOTES. ANY CONTRACTORS OR SUBCONTRACTORS PERFOMING WORK ON BEHALF OF PERMITTEE, SHALL BE DEEMED AS AGENTS OF PERMITTEE AND SHALL REQUIRE SAID TRAINING AS WELL. FOR TRAINING INFORMATION, EMAIL rwst@sdmts.com. TRAINING CERTIFICATION IS VALID FOR ONE YEAR AND IS CONFINED TO MTS/SD&AE FACILITIES ONLY. 4.
- 5. PERMITTEE SHALL PROVIDE MTS WITH AN APPROVED SET OF TRAFFIC CONTROL PLANS THAT CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND COMPLY IN PARTICULAR WITH PART 8 "TRAFFIC CONTROL FOR RAILROAD AND LIGHT RAIL TRANSIT GRADE CROSSING".
- IF PROJECT INVOLVES CASING SLEEVES UNDER RAILROAD TRACKS AND ACROSS MTS R/W, PERMITTEE SHALL 6. ADHERE TO MTS JACK AND BORE DESIGN CRITERIA AND CONSTRUCTION NOTES.
- A PRE-CONSTRUCTION MEETING WILL BE REQUIRED WITH MTS/SDTI PRIOR TO WORK COMMENCING WITHIN MTS R/W. A WRITTEN NOTICE OF PLANNED START OF WORK MUST BE SUBMITTED TO MTS A MINIMUM OF FIVE (5) BUSINESS DAYS PRIOR TO WORK STARTRING IN MTS R/W. ALL WORK WILL BE STOPPED AND PERMITTEE WILL NOT BE ALLOWED IN MTS R/W WITHOUT PROPER NOTIFICATION.
- PERMITTEE'S ON-SITE SUPERVISION SHALL RETAIN/MAINTAIN A FULLY EXECUTED COPY OF THE RIGHT OF ENTRY PERMIT AT ALL TIMES WHILE ON MTS ${\sf R}/{\sf W}.$ 8.
- SDTI RAIL FLAGGING WILL BE REQUIRED ANYTIME WORK IS WITHIN FIFTEEN (15) FEET OF ANY OPERABLE TRACK INCLUDING AIRSPACE OR AS DEEMED NECESSARY BY MTS. A SDTI FLAGPERSON/RIGHT-OF-WAY WORK REQUEST FORM MUST BE SUBMITTED TO SDTI A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO ANTICIPATED WORK. FORMS ARE ATTACHED TO THE ROE PERMIT OR CAN BE REQUESTED THROUGH MTS 9. RIGHT OF WAY SERVICES.
- 10. A SDTI TRACTION POWER SHUTDOWN MAY BE NECESSARY FOR THE WORK ZONE TO PROTECT AND MAINTAIN THE REQUIRED TEN (10) FOOT CLEARANCE FROM TROLLEY OVERHEAD HIGH VOLTAGE CATENARY SYSTEM (OCS) PERMITTEE SHALL SUBMIT A SDTI RED TAG/ TRACTION POWER REMOVAL REQUEST FORM TO SDTI AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE START OF WORK. POWER SHUTDOWNS SHALL ONLY BE ALLOWED DURING NON-OPERATING TROLLEY HOURS. FORMS ARE ATTACHED TO THE ROE PERMIT OR CAN BE REQUESTED THROUGH MTS RIGHT OF WAY SERVICES.
- 11. PERMITTEE SHALL CONTACT AND SCHEDULE DIG-ALERT AND CABLE PIPE AND LEAK ("CPL") PRIOR TO ANY EXCAVATION IN MTS R/W. PERMITTEE SHALL NOTIFY MTS A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO THE SCHEDULED UTILITY MARKOUT REQUEST AND SHALL SUBMIT A SDTI FLAGPERSON / RIGHT-OF-WAY WORK REQUEST FORM. SDTI PERSONNEL SHALL ACCOMPANY CPL FOR ANY MARKOUT OF TROLLEY FACILITIES.
- 12. PERMITTEE SHALL ADHERE TO CONSTRUCTION AND SAFETY STANDARDS REQUIRED BY MTS OF THEIR CONTRACTORS WHEN WORKING WITHIN MTS R/W.
- GUIDELINES AND MTS, SDTI AND SD&IV OPERATIONS AND SAFETY POLICIES.
- 14. PERMITTEE AGREES THAT NO WORK BY HIMSELF OR HIS AUTHORIZED AGENT WILL INTERFERE WITH RAILROAD/TROLLEY OPERATIONS.
- 15. PERMITTEE AGREES TO COORDINATE ON A DAILY BASIS A REASONABLE ACCESS TO ALL MTS/SD&AE FACILITIES WITH CONTRACT OPERATORS, SDTI, AND SD&IV. SDTI TROLLEY OPERATIONS ARE GENERALLY FROM THE HOURS OF 4:00 A.M. TO 2:00 A.M. THE FOLLOWING DAY. SD&IV FREIGHT TRAINS NORMAL OPERATIONS ARE DURING NON TROLLEY HOURS.
- 16. PERMITTEE SHALL MAINTAIN SAFE PEDESTRIAN ACCESS TO ALL TROLLEY PLATFORMS AND BUS STOPS AT ALL TIMES. A MINIMUM FIVE (5) FOOT WIDE ACCESSIBLE PEDESTRIAN PATH THROUGH THE CONSTRUCTION SITE SHALL BE MAINTAINED AT ALL TIMES. THE CONSTRUCTION BOUNDARY SHALL CONSIST OF A TOP AND BOTTOM RAIL CONSTRUCTED OF PLASTIC PIPE, OSHA PLASTIC MESH, OR APPROVED EQUAL. YELLOW CAUTION TAPE IS NOT ACCEPTABLE.
- 17. PERMITTEE SHALL NOT STORE EQUIPMENT, TOOLS, AND MATERIALS WITHIN FIFTEEN (15) FEET FROM TROLLEY OPERABLE TRACK AND WITHIN TWENTY-FIVE (25) FEET FROM FREIGHT TRACK OPERATIONS.
- 18. PERMITTEE SHALL NOT USE OR STORE HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR PETROLEUM OR OIL AS DEFINED BY APPLICABLE ENVIRONMENTAL LAWS ON MTS R/W.
- 19. NO VEHICULAR CROSSING OVER TRACKS SHALL BE INSTALLED OR USED BY PERMITTEE WITHOUT PRIOR WRITTEN PERMISSION OF RAILROAD
- 20. A WRITTEN NOTICE SHALL BE SUBMITTED TO MTS ONE (1) BUSINESS DAY AFTER WORK IS COMPLETED WITHIN MTS R/W. ANY ADDITIONAL WORK REQUIRED TO REPLACE OR REPAIR THE RAILROAD FACILITIES IN GOOD WORKING ORDER WILL BE THE PERMITTEE'S RESPONSIBILITY PRIOR TO RELIEF FROM MAINTENANCE WITHIN THE PERMIT

MTS GENERAL NOTES (CONT'D):

- 21. THE TERM "RAILROAD" SHALL MEAN THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS).
- 22. THE CONTRACTOR MUST UNDERSTAND THE CONTRACTOR'S RIGHT TO ENTER RAILROAD'S RIGHT OF WAY IS SUBJECT TO ABSOLUTE RIGHT OF RAILROAD TO CAUSE THE CONTRACTOR'S WORK OR RAILROAD'S RIGHT OF WAY TO CEASE IF, IN OPINION OF RAILROAD, CONTRACTOR'S ACTIVITIES CREATE A HAZARD TO RAILROAD'S RIGHT OF WAY, EMPLOYEES, AND OPERATIONS.

GENERAL NOTES:

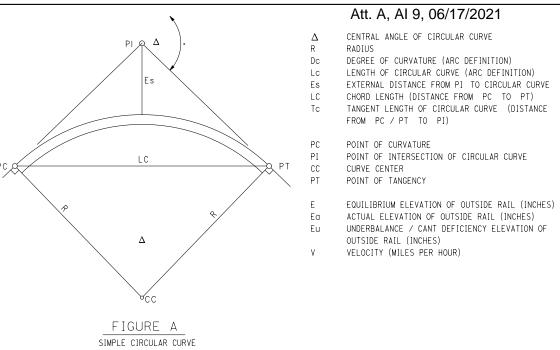
- THE CONTRACTOR SHALL REVIEW EXISTING CONDITIONS ON THE SITE DURING THE BIDDING AND SHALL VERIFY ALL SITE CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES BETWEEN THE PLANS AND THE ACTUAL SITE CONDITIONS.
- 2. THE CONTRACTOR'S WORK SHALL CONFORM TO ALL REQUIREMENTS SPECIFIED IN THE SPECIAL PROVISION AND AS SHOWN HEREIN.
- 3. THE CONTRACTOR'S WORK SHALL CONFORM TO ALL REQUIREMENTS SPECIFIED IN THE SPECIAL PROVISIONS AND AS SHOWN HERIN.
- 4. ALL DIMENSIONS SHALL TAKE PRECENDENCE OVER SCALE SHOWN ON PLANS, SECTIONS AND DETAILS.
- 5. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECENDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
- 6. THE CONTRACTOR DOCUMENTS AND SPECIFICATIONS PRESENT THE FINISHED CONDITION. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
- 7. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, DESIGN CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAW AND REGULATIONS.
- 8. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, THE DETAILS SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
- 9. WHEN GIVEN THE NOTICE TO PROCEED, THE CONTRACTOR SHALL DEVELOP AND SUBMIT FOR APPROVAL A CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAGING ALL CONSTRUCTION FOR MINIMAL IMPACT TO TRAIN SERVICE AND THE FLOW STREET TRAFFIC. CONTRACTOR SHALL WORK CLOSELY WITH SDTI OPERATIONS IN PREPARING SAID SCHEDULE.

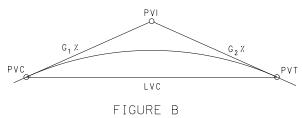
UTILITY NOTES:

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND ARE NOT NECESSARILY IN THE LOCATION SHOWN ON THE PLANS, CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UTILITY SHOWN ON THE PLANS PRIOR TO CONSTRUCTION. CONTRACTOR IS ALSO DIRECTED TO THE GENERAL NOTES SHOWN HEREON FOR ADDITIONAL INFORMATION/INSTRUCTION REGARDING UTILITIES.

GRADE CROSSINGS:

- 1. CONTRACTOR SHALL USE SURVEY CONTROL POINT, INCLUDING BENCH MARKS, CLOSEST TO EACH GRADE CROSSING.
- 2. THE CONTRACTOR SHALL PREPARE AND SUBMIT TRAFFIC CONTROL PLANS IN ACCORDANCE WITH THE SPECIFICATIONS.
- 3. RAIL SHALL BE NEW RE RAIL 115 LB PER LINEAR YARD.
- 4. ALL MANUFACTURER'S RECOMMENDATIONS FOR CONCRETE PANEL CROSSING INSTALLATION SHALL BE FOLLOWED BY CONTRACTOR UNLESS OTHERWISE DIRECTED BY ENGINEER.
- 5. CONTRACTOR SHALL DEMOLISH AND DISPOSE OF EXISTING ASPHALT PAVEMENT, CONCRETE AND ANY OTHER MATERIAL NOT USED. DISPOSAL SHALL OCCUR OUTSIDE OF THE RR RIGHT OF WAY.
- 6. WHERE EXISTING CURB OR GUTTER IS TO REMAIN AND AT JOINTS TO EXISTING AC PAVEMENT AN AC PAVEMENT CAP IS TO BE APPLIED ADJACENT THERETO, T CONTRACTOR SHALL FIRST REMOVE PAVEMENT BY COLD PLANING TO ALLOW MINIMUM 1 $\frac{1}{2}$ INCH OVERLAY THICKNESS.
- 7. CONTRACTOR SHALL RESET ALL SURVEY MONUMENTS DAMAGED OR BURIED AS A RESULT OF HIS OPERATIONS.
- WHERE NEW STRIPING IS NOT INDICATED, CONTRACTOR SHALL REPLACE EXISTING STRIPING AND PAVEMENT MARKERS IN AREAS OF NEW PAVEMENT IN SAME LOCATION AND IN KIND (ALYKID THERMO PLASTIC, PAINT, RAISED MARKERS/REFLECTORS, ETC.)
- 9. IN AREAS WHERE THE CONTRACTOR APPLIES A/C CAP OR CONSTRUCTS A NEW SHET STRUCTURAL SECTION, INCLUDING SIDEWALK, THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING VALVE BOXES, MANHOLES, AND ANY OTHER SIMILAR UTILITY SYSTEM APPURTENANCE. SEE SPECIFIC CROSSING PLANS.





VERTICAL CURV

NOTES:

- 1. CIRCULAR CURVES ARE DEFINED BY THE ARC DEFINITION.

IMPORTANT NOTICE

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG.

3/2021 \pwworking\west01\d1871271			REVISIONS	BY	CHK APRV	FJS	70% SUBMITTAL NOT FOR CONSTRUCTION	J.K. ANDRES DRAWN BY M.R. GRANADO CHECKED BY R. BOLEY PRJ. ENG.	04/21	Metropolitan Transit System
4/13 c: \p	NO. DAT	E	REVISIONS	BY	CHK APRV			G. MCKEE	04/21	Metropolitan Transit System

G1	APPROACHING GRADE
G2	DEPARTING GRADE
LVC	LENGTH OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
PVC	POINT OF VERTICAL CURVATURE

3	
E	

ALL ANGLES ARE IN DEGREES, DISTANCES AND LENGTHS ARE IN FEET, EXCEPT SUPERELEVATIONS ARE IN INCHES AND SPEEDS ARE IN MILES PER HOUR (MPH).

AMERICA PLAZA	SCALE			
RAIL REPLACEMENT		NTS		
		CONTRACT NO		
MTS GENERAL NOTES		G1947.0-17		
MIS GENERAL NUIES		DRAWING NO.	SHEET NO.	
		_{GOI} A-7	2 OF 10	
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES	0	1	2 3 	

LEGEND

<u>Existing improv</u> Tem	 <u>SYMBOL</u>
ABANDONDED LINE	
ACCESS CONTROL (CALTRANS)	
ASPHALT SURFACE	
BUILDING	
BRUSH LINE/TREE LINE	 \sim
COMMUNICATION LINE	 COMM
CONCRETE SURFACE	
CURB	
DIRT SURFACE	
DOMESTIC WATER	 W
EXISTING TRACK	
FENCE AND HANDRAILS	 ××
FENCE WALL	 ×
FIBER OPTIC LINE	 ———— F 0 C ———
GAS	 G
GUARD RAIL	
GUTTER	
5' CONTOUR	
1' CONTOUR	 79
OVERHEAD ELECTRIC	
OVERHEAD TELEPHONE	 T
PARKING LOT LINES	
PROPERTY LINE	
RAILROAD TRACK	
RIGHT OF WAY (CALTRANS)	
RIGHT OF WAY (MTS)	
RIGHT OF WAY (CITY OF SAN DIEGO)	
ROADWAY GUARDRAIL ROAD STRIPING	
SANITARY SEWER	 SS
STORM DRAIN	 S D
WATER LINE	 w
CATENARY POLE	
ROADWAY CENTERLINE	
TRASH CAN	
TRAFFIC SIGNAL	
GUY ANCHOR	
WATER MANHOLE	
LIGHT STANDARD	 \ X +LF
TICKET VENDING MACHINE	
WATER METER	
STORM DRAIN MANHOLE	
STORM SEWER MANHOLE	
WATER VALVE	 ®\\
FIRE HYDRANT	 ⊅⊝⊴FH
TELEPHONE PULLBOX	
SEWER CLEANOUT	 0 SCO
LIGHT COMMUNICATION PULLBOX	 €
LIGHT STANDARD PULLBOX	 <> TEL-PB
ELECTRICAL PULLBOX	 � €- PB
TRAFFIC SIGNAL PULLBOX	 � ŦS +PB

PROPOSED IMPROVEMENTS

IMPROVEMENT	STANDARD DWGS.	<u>SYMBOL</u>
MAJOR CONTOUR		
MINOR CONTOUR		
FLOWLINE		<u>(X%</u>)
SLOPE		
NEW ASPHALT CONCRETE PAVING	SDG-113	
EXISTING TRACK CENTERLINE		
SAWCUT LINE		
PRECAST CROSSING PANEL (MTS)		
PROPOSED EB, WB		
NEW PAVEMENT LIMITS		
GRIND AND OVERLAY LIMITS		//////
SURVEY CONTROL MONUMENT		A XXX
STOCK RAIL		•••••
SWITCH POINTS		

<u>symbols</u>

4/13/2021 c: \pwwork

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DIAMETER AND CENTERLINE

NO.	DATE	REVISIONS	ΒY	СНК	APRV

TRACKDcDEGREE OF CURVEAcDEFLECTION ANGLE - CIRCULAR CURVEATDEFLECTION ANGLE - TOTAL CURVE0sDEFLECTION ANGLE - SPIRALEEQUILIBRIUM SUPERELEVATIONEdACTUAL SUPERELEVATIONEdACTUAL SUPERELEVATIONEdLENGTH OF FORCULAR CURVELsLENGTH OF SPIRALLTLENGTH OF TOTAL CURVERRADIUSTTANGENTPOBPOINT OF ECRVATURECSPOINT OF CIRCULAR CURVE TO SPIRALPOEPOINT OF INTERSECTIONPIPOINT OF INTERSECTION - CIRCULAR CURVESPIPOINT OF INTERSECTION - SPIRALPIcPOINT OF INTERSECTION - TOTAL CURVESPIPOINT OF INTERSECTION OF TURNOUTSCPOINT OF SPIRAL TO CIRCULAR CURVESTPOINT OF SPIRAL TO CIRCULAR CURVESTPOINT OF SPIRAL TO TANGENTPSPOINT OF SPIRAL TO TANGENTPSPOINT OF SPIRAL TO SPIRALPOCPOINT OF SPIRAL TO SPIRALPOCPOINT ON TANGENTPVCPOINT ON SPIRALPOCPOINT ON SPIRALPOTPOINT OF VERTICAL LINTERSECTIONPVTPOINT OF VERTICAL LINTERSECTIONPVTPOINT OF VERTICAL ANGENTPVCPOINT OF VERTICAL ANGENTPVCPOINT OF VERTICAL ANGENTPVCPOINT OF VERTICAL ANGENTPVIPOINT OF VERTICAL ANGENTPVIPOINT OF VERTICAL ANGENTASHTOAMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANS		
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AT&T AMERICAN TELEPHONE AND TELEGRAPH COMPANY BNSF BURLINGTON NORTHERN SANTA FE RAILWAY	A.S.T.M.	
BNSF BURLINGTON NORTHERN SANTA FE RAILWAY		
CALIKANS CALIFORNIA DEPARIMENT OF TRANSPORTATION	CALTRANS	CALIFORNIA DEPARTMENT OF TRANSPORTATION

ABBREVIATIONS

DESIGNED BY J.K. ANDRES

M.R. GRANADO 04/21

DRAWN BY

PRJ. ENG. G. MCKEE

DATE 04/21

)4/21

04/21

GENERA	۱L	GENER	AL CONT'D	GENERA	L CONT'D
ABT	ABOUT	EQ	EQUAL	ОТМ	OTHER TRACK MATERIAL
ABUT	ABUTMENT	EX/EXIST	EXISTING	PCC	PORTLAND CEMENT CONCRETE
AC	ASPHALT CONCRETE	FH	FENCE HINGE	PED	PEDESTAL
AHD	AHEAD	FG	FINISHED GRADE	PH	POTHOLE
APN	ASSESOR'S PARCEL NUMBER	FL	FLOWLINE	POTO	POWER OPERATED TURNOUT
APPROX.	APPROXIMATELY	FM	FORCE MAIN	PROP	PROPOSED
AVE	AVENUE	FPS	FEET PER SECOND	PSF	POUNDS PER SQUARE FOOT
AWW	ABSOLUTE WORK WINDOW	FT	FEET	PSI	POUNDS PER SQUARE INCH
BC	BEGIN CURVE	FW	FIELD WELD	R/W	RIGHT-OF-WAY
BCCP	BRASS CAP CONTROL POINT	GA	GAUGE	REINF	REINFORCEMENT
BZ	BOTTOM OF	GB	GRADE BREAK	REQD	REQUIRED
B.F.	BACK FLOW	GALV	GALVANIZED	RD	ROAD
BK	BACK	GRND	GROUND	RIM	TOP OF MANHOLE RIM
BLVD	BOULEVARD	HOR	HORIZONTAL	ROW	RIGHT-OF-WAY
	BENCHMARK	HP	HIGH POINT	RR	RIGHT-OF-WAT
BM					
BMP	BEST MANAGEMENT PRACTICES	HP	HIGH PRESSURE	RSP	ROCK SLOPE PROTECTION
B.O.	BLOW OFF	HWY	HIGHWAY	RP	RAILING POST
BOR	BASE OF RAIL	ID	INSIDE DIAMETER/INNER DIAMETER	RT	RIGHT
BOT	BOTTOM	IE	INVERT ELEVATION	RW	RETAINING WALL
BR	BRIDGE	INC.	INCORPORATED	SD	STORM DRAIN
BTWN	BETWEEN	IJ	INSULATED JOINT	SE	SUPERELEVATION
C/C	CENTER-TO-CENTER	INST.	INSTRUMENT	SF	SQUARE FOOT
CL	CENTERLINE	JT	JOINT	SGH	SUBGRADE HINGE
CA.	CALIFORNIA	JROE	JOINT RIGHT OF ENTRY	SHT	SHEET
CFS	CUBIC FEET PER SECOND	L&D	LEAD AND DISC	SIG	SIGNAL
CIDH	CAST-IN-DRILLED-HOLE	L	LENGTH	SIM	SIMILAR
CIP	CAST-IN-PLACE	LB	POUND	SOHT	SAN ONOFRE HOUSE TRACK
CISS	CAST-IN-STEEL-SHELL	LF	LINEAR FOOT	ST	STREET
CLR	CLEARANCE	LOL	LAYOUT LINE	STA	STATION
CO.	COMPANY	L.S.	LICENSED SURVEYOR	STD	STANDARD
CONC	CONCRETE	LT	LEFT	SWMDCMA	STORM WATER MANAGEMENT AND DISCHARGE
CONSTR	CONSTRUCTION	MAX	MAXIMUM		CONTROL MAINTENANCE AGREEMENT
CONT	CONTINUOUS	MH	MANHOLE	SWPPP	STORM WATER POLLUTION PREVENTION PLAN
CONT'D	CONTINUED	MHHW	MEAN HIGHER HIGH WATER	Т	THICKNESS
CP	CONTROL POINT	MIN	MINIMUM	T/	TOP OF
CWR	CONTINUOUS WELDED RAIL	MK	MARK	T/R, TR	TOP OF RAIL
CY	CUBIC YARD	ML	MAINLINE	TC	TRACK CENTERS
DB	DUCT BANK	MOC	MIDDLE OF CURVE	TEMP	TEMPORARY
DEPT.	DEPARTMENT	MOW	MAINTENANCE OF WAY	TO	TURNOUT
DI	DROP INLET	MP	MILE POST	TRK	TRACK
DIA	DIAMETER	MT	MAIN TRACK	TYP	TYPICAL
DF	DIRECT FIXATION	MT-1	NCTD MAIN TRACK 1	UD	UNDERDRAIN
DWG.	DRAWING	MT-2	NCTD MAIN TRACK 2	VER	VERTICAL
DR	DRIVE	N	NORTHING	VMAX	MAXIMUM VELOCITY
DWY	DRIVEWAY	NB	NORTHBOUND	W	WIDTH
EC	END CURVE	NF	NOT FOUND	WBL BD	WILLIAMS BASE LINE BRASS DISC
EA	EACH	NIC	NOT IN CONTRACT	W/	WITH
E.G.	FOR EXAMPLE	No.	NUMBER		
E.0.	EASTING	NOI	NOTICE OF INTENT		
EIC	EMPLOYEE IN CHARGE	NTS	NOT TO SCALE		
ELEC	ELECTRICAL	0.C.	ON CENTER		
ELEV	ELEVATION	OD.C.	OUTSIDE DIAMETER		
ESA	ENVIRONMENTALLY SENSITIVE AREA	OG	ORIGINAL GRADE		
EST	ESTIMATED	00	UNITIMAL UNADE		
LJI	LJIIMAILU				

CCC CALIFORNIA COASTAL COMMISSION EPA ENVIRONMENTAL PROTECTION AGENCY FRA FEDERAL RAILROAD ADMINISTRATION ICG ICG TELECOM GROUP INC. LRFD LOAD AND RESISTANCE FACTOR DESIGN MICROWAVE COMMUNICATIONS, INC. MCI MTS METROPOLITAN TRANSIT SYSTEM NCTD NORTH COUNTY TRANSIT DISTRICT REGIONAL WATER QUALITY CONTROL BOARD RWQCB SANDAG SAN DIEGO ASSOCIATION OF GOVERNMENTS SANDWD SAN DIEGO WATER DISTRICT SBSD SOLANA BEACH SANITATION DISTRICT SCRRA SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY SCGC SOUTHERN CALIFORNIA GAS COMPANY SCTC SOUTHERN CALIFORNIA TELEPHONE COMPANY SDG&E SAN DIEGO GAS AND ELECTRIC COMPANY SDRS/SDRSD SAN DIEGO REGIONAL STANDARDS DRAWINGS S.D.U.P.D. SAN DIEGO UNIFIED PORT DISTRICT USACE UNITED STATES ARMY CORPS OF ENGINEERS USFWS UNITED STATES FISH AND WILDLIFE SERVICE UPRR UNION PACIFIC RAILROAD

70%

SUBMITTAL

NOT FOR CONSTRUCTION R. BOLEY

FSS

<u>Uni:</u>

Metropolitan Transit System

Att. A, AI 9, 06/17/2021

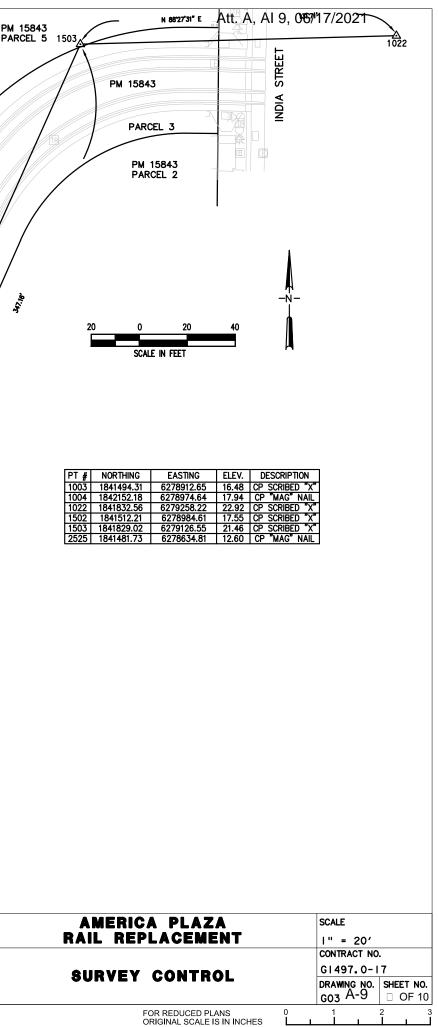
AMERICA PLAZA	SCALE		
RAIL REPLACEMENT		NTS	
		CONTRACT NO	
MTS ABBREVIATIONS	G1947.0-17		-
MIS ADDREVIATIONS		drawing no.	SHEET NO. 3 OF 10
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES	0	1	2 3

<u>LEGEND</u> A SURVEY CONTROL MONUMENT 1004 BASIS OF COORDINATES: (NAD83) PM 15843 PARCEL 4 THE BASIS OF COORDINATES FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83) CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983 (CCS83) ZONE 6 (EPOCH 1991.35) BASED LOCALLY UPON THE FOLLOWING CONTROL POINTS PER RECORD OF SURVEY 14492. STATION 173 EASTING 6288295.73 NORTHING DESCRIPTION BD "MUNI" IN CONC MON 1844207.58 165 1844844.17 6271176.83 BD "HAY RESET" IN CONC WALK 174 1839744.91 6279343.96 BD "GPS 0174 1992" IN 2" IRON PIPE GRID BEARING BETWEEN #173 AND #165 = N 87°52'13" W. VERTICAL CONTROL: (NAVD88) 05332 ELEVATIONS SHOWN HEREON ARE IN TERMS OF THE CITY OF SAN DIEGO MEAN SEA LEVEL DATUM BASED LOCALLY UPON THE 60.78⁴ FOLLOWING CITY BENCHMARK. DESCRIPTION BRASS PLUG IN CURB ELEVATION 28.33' BENCHMARK INLET NE COR "B" ST PM 15843 PARCEL 4 AND COLUMBIA ST. ぅ PARCEL 15843 SURVEYOR'S CERTIFICATE Ĩ 640.05 N 522'58° THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF HDR IN DECEMBER, 2021. BOULEVARD DRAFT 4/12/2021 KETTNER PM 13789 ROS 21519 JOEL D. RIIPINEN, LS 7942 DATE PARCEL 2 PM 15843 1502 PARCEL 2 1003 2525 278.13 BROADWAY ◬ N 87"24"24" E DESIGNED BY DATE J. RIIPINEN 04/21 DRAWN BY 70% AGUIRRE & ASSOCIATES SUBMITTAL CHECKED BY NOT FOR CONSTRUCTION J. RIIPINEN K. ANDERSON 04/21 8363 CENTER DR., SUITE 5A, LA MESA, CA 91942 PH: (619)464-6978 FAX: (619)464-7203 04/21 LAND SURVEYING . MAPPING . RIGHT-OF-WAY ENGINEERING PRJ. ENG. Metropolitan Transit System REVISIONS 1111 NO. DATE BY CHK APRV G. MCKEE 04/21

OPENTBLLO OPLTDRVLO

3-7-2018 10081486-

DATE



			,	WESTBOUND ALI	GNMENT GEO	METRY TABL	BLE		
POINT TYPE	STATION	NORTHING	EASTING	DELTA/ BEARING	ROTATION/ DIRECTION	Dc (D°M'S")	RADIUS (FEET)	LENGT (FEE1	
POB/PS	0+00.00	1841519.654	6278906.214						
				S 89°23′16″E				2.31	
PC	0+02.31	1841519.63	6278908.525						
PI	0+13.94	1841519.505	6278920.154	14°29′38"	LEFT	S 66°17′05" E	91.45	23.1	
PCC	0+24.18	1841522.295	6278931.444						
PI	0+69.57	1841533.186	6278975.51	52°18′41″	LEFT	65°29′52"	92.43	84.3	
PT	1+04.04	1841574.715	6278993.833						
				N 23°48′26″E				210.2	
PC	3+14.31	1841767.093	6279078.71						
PI	3+72.23	1841820.077	6279102.087	65°17′39"	RIGHT	N 67°10′03'' E	90.39	103.0	
PCC	4+11.53	1841820.985	6279159.992						
PI	4+33.04	1841821.323	6279181.507	3°55′09"	RIGHT	9°07′11''	628.92	43.0	
PT	4+54.50	1841820.189	6279202.996						
				S 86°58′46″E				0.74	
POE	4+55.24	1841820.15	6279203.733						

EASTBOUND ALIGNMENT GEOMETRY TABLE

POINT TYPE	STATION	NORTHING	EASTING	DELTA/ BEARING	ROTATION∕ DIRECTION	Dc (D°M'S")	RADIUS (FEET)	LENGTH (FEET)
POB/PS	0+00.00	1841507.252	6278893.003					
				S 89°19′00" E				26.07
PC	0+26.07	1841506.941	6278919.072					
PI	0+85.37	1841506.234	6278978.366	66°52′00"	LEFT	67°39′12"	89.82	104.82
PT	1+24.91	1841560.483	6279002.312					
				N 23°49′00" E				211.43
PC	3+36.34	1841753.912	6279087.691					
PI	3+95.22	1841807.773	6279111.465	66°35′07"	RIGHT	67°47′38"	89.65	104.19
PCC	4+34.56	1841807.360	6279170.339					
PI	4+51.16	1841807.244	6279186.944	1°44′18"	RIGHT	5°14′11''	1094.59	33.21
POE/PT	4+67.75	1841806.624	6279203.537					

HDR CHECK PRINT	No	DATE
	INITIALS	DATE
DRAWING MADE BY:		
CHECKED BY:		
CORRECTIONS CHK'D BY:		
CHANGES MADE BY:		
CHANGES VERIFIED BY:		



 T0%
 Designed by J. K. ANDRES
 DATE 04/21

 DRAWN BY
 M.R. GRANADO
 04/21

 NOT FOR CONSTRUCTION
 M.R. GRANADO
 04/21

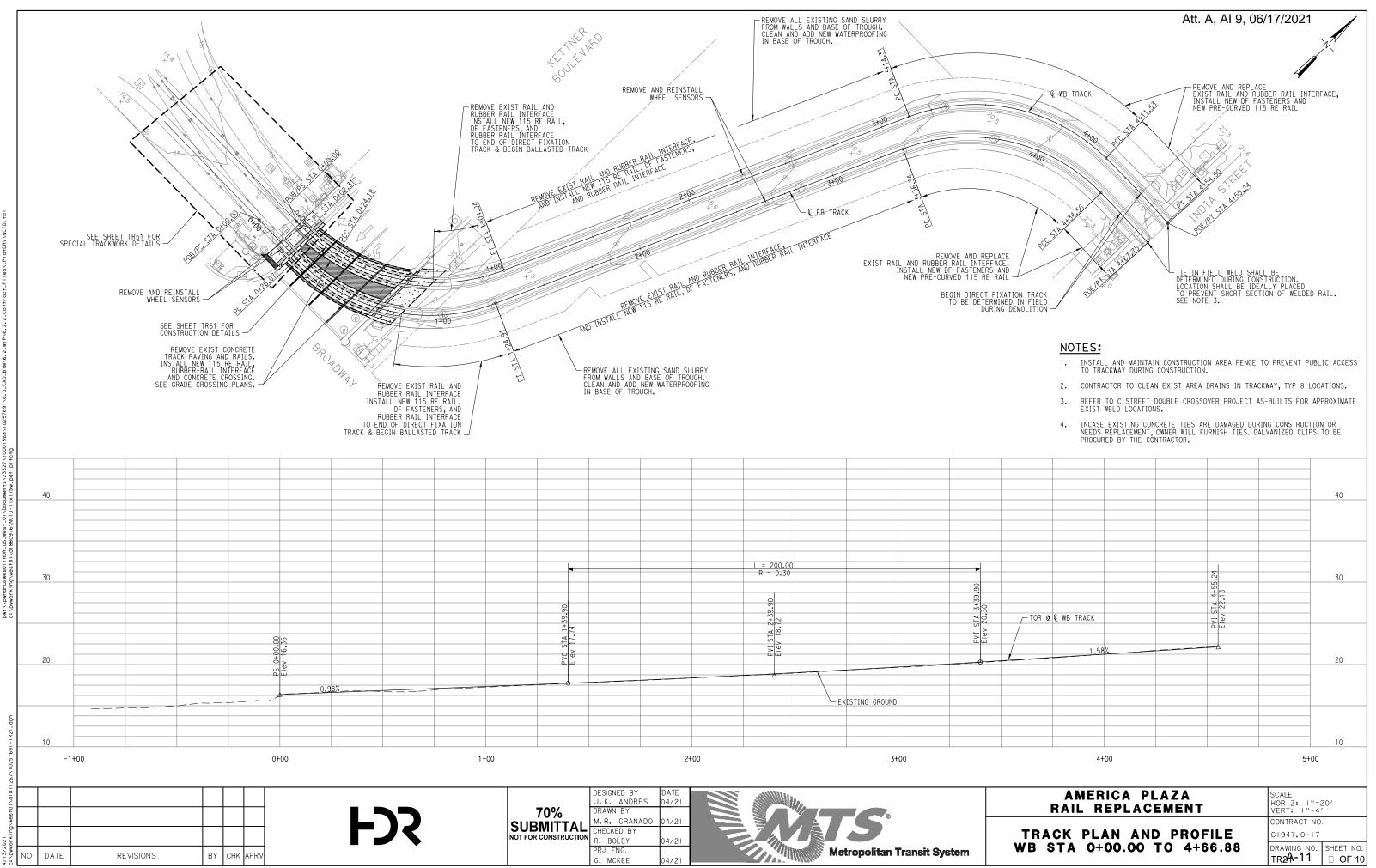
 R. BOLEY
 04/21
 04/21

 PRJ. ENG.
 G. MCKEE
 04/21



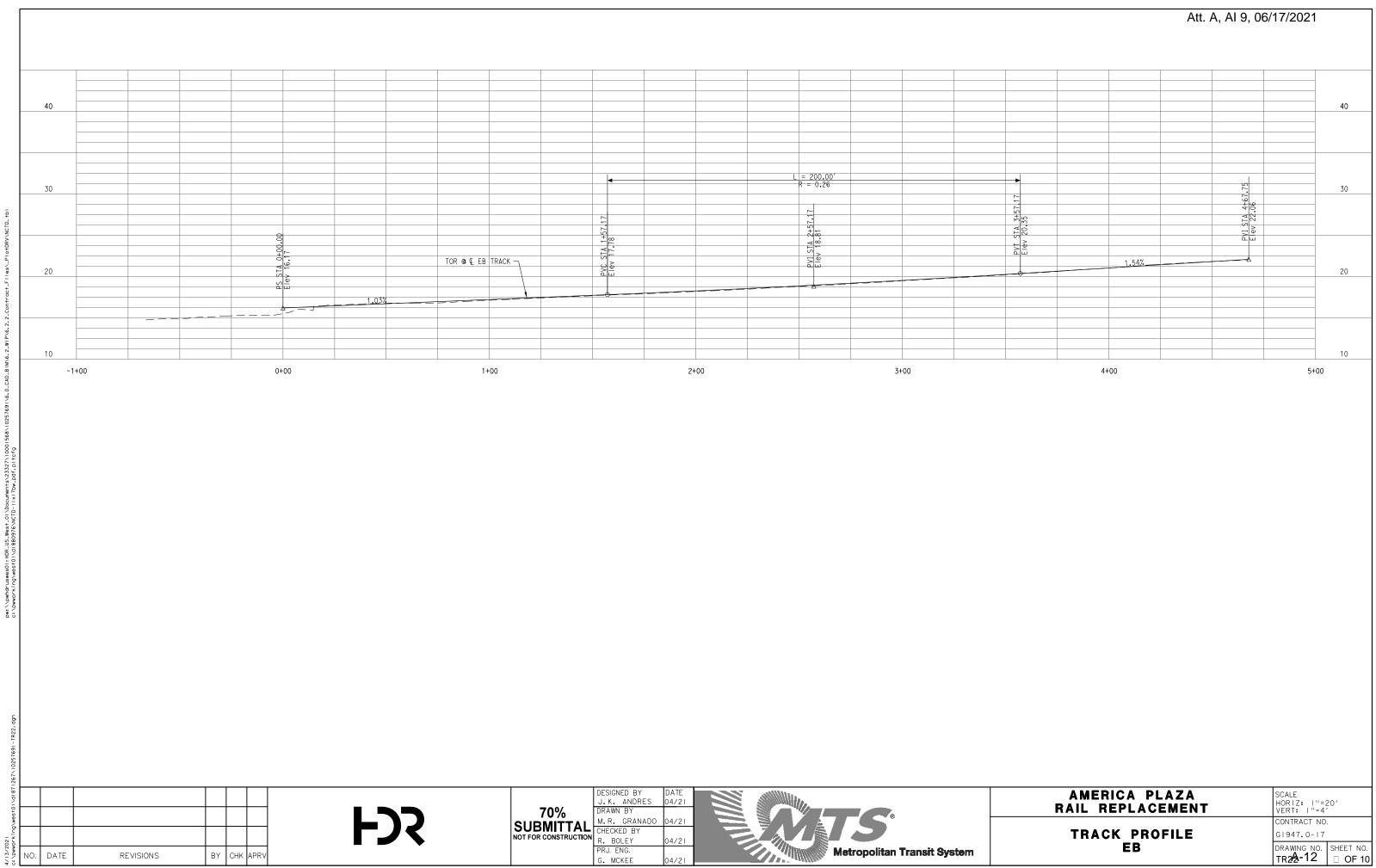
			Att. A, Al 9, 0	6/17/2021
(LRT)	Ea	Eu (LRT)	LRT DESIGN SPEED (MPH)	
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-	_	_	25	
	_	_	25	
_	_	_	25	
-	-	-	25	
-	_	_	25	
(LRT)	Ea	Eu (LRT)	LRT DESIGN SPEED (MPH)	
-	_	-	25	
-	-	-	25	
-	-	-	25	
-	-	-	25	
_	_	_	25	
RÁ	AMERIO	CA PLA Placei	AZA Ment	SCALE "=5'
т	RACK	GEOME	TRY	CONTRACT NO. G1947.0-17 DRAWING NO. SHEET NO. TRIA-10 OF 10
		FOR REDUCE	D PLANS 0	1 2 3

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



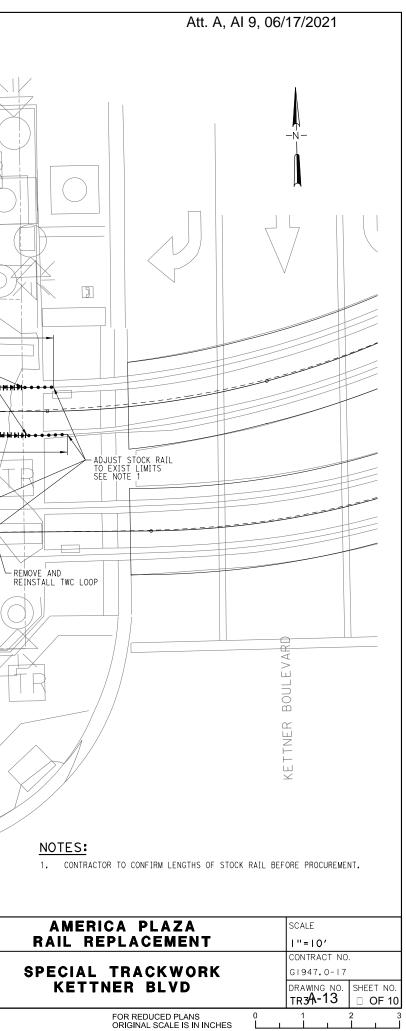
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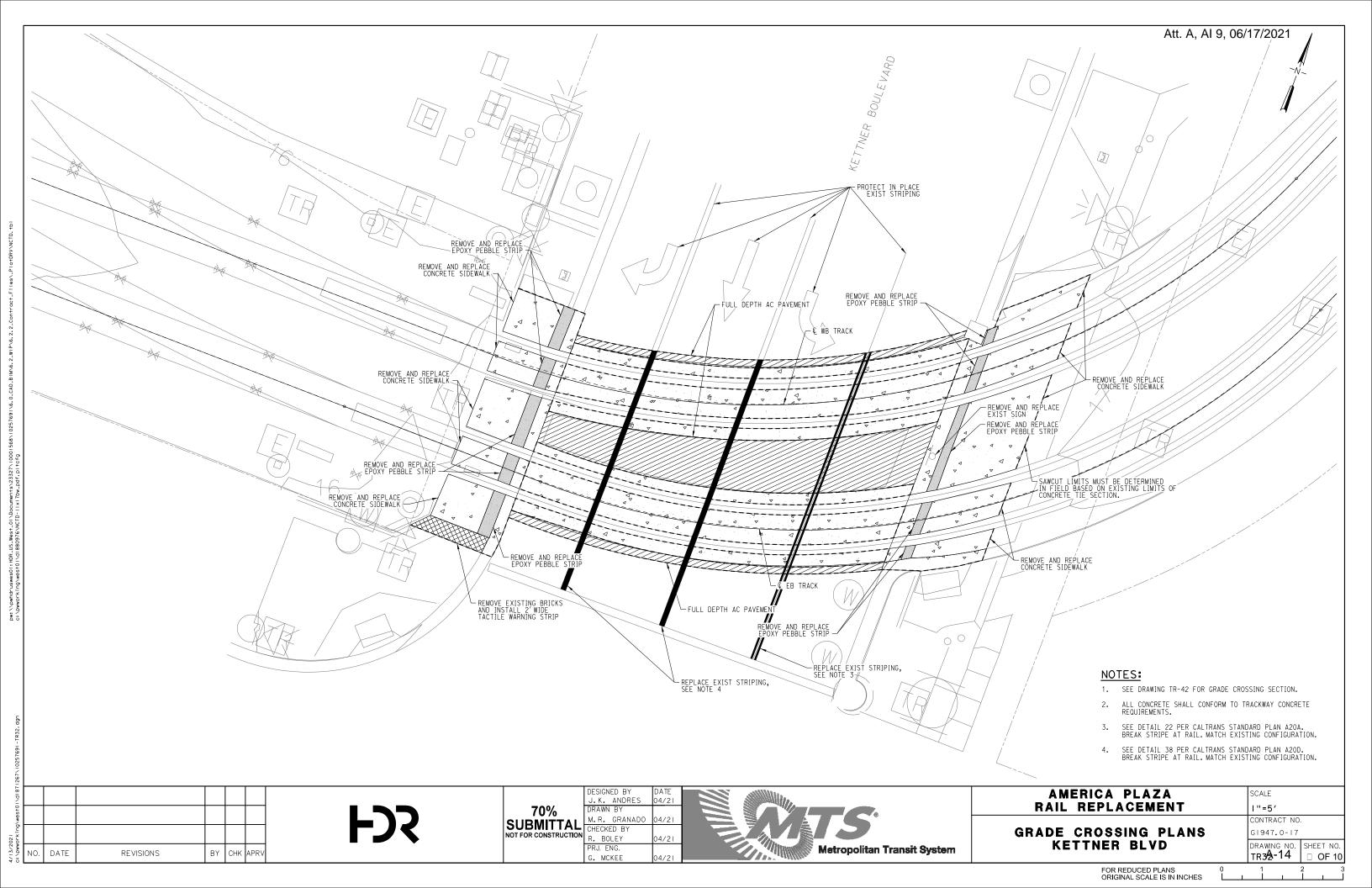
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

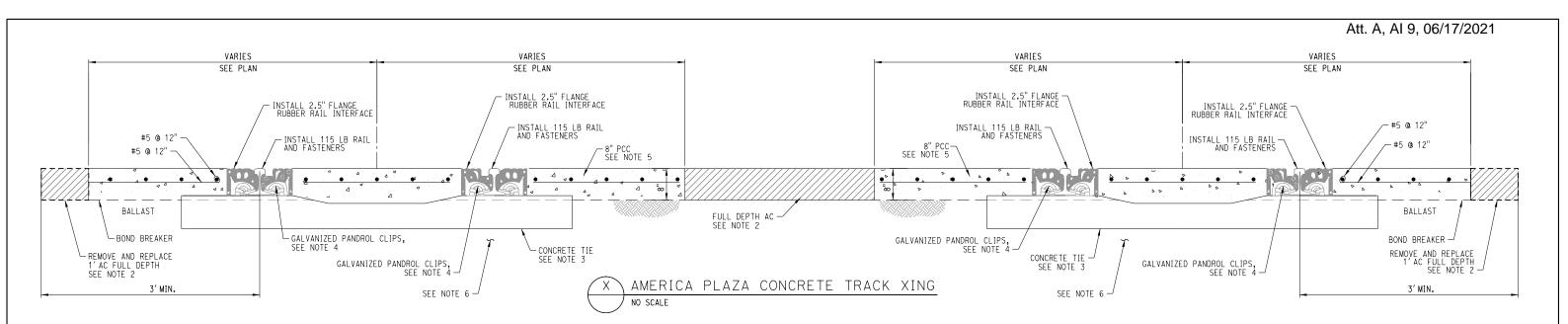


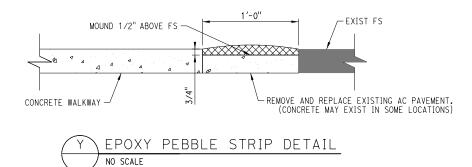
AMERICA PLAZA Rail Replacement				
		CONTRAC	T NO	
TRACK PROFILE	REPLACEMENT HORIZ: 1"=20' VERT: 1"=4' RACK_PROFILE CONTRACT NO. G1947.0-17 G1947.0-17			
EB		DRAWING		SHEET NO.
		TR2A-1	2	□ OF 10
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES		1		2 3

pw:\\pwhdruswes0!:HDR_US_West_0!\Documents\23327\10001568\10257691\6.0_CAD_BIM\6.2_WIP\6.2_WIP\6.2_Contract_Files_PlotDRV\NCTD.tb! c:\\pwworking\west0!\diB80976\NCTD-1!xlTpw_podf_pltefa		in the second se	INSTALL NEW 115 RE STOCK RAIL REMOVE EXISTING STOCK RAIL	
267\10257691-TR31.dan				
4/13/2021 c:\pwworking\west01\d187126	BY CHK APRV	T0% SUBMITTAL NOT FOR CONSTRUCTION R. BOLEY R. BOLEY R. BOLEY O4/21 PRJ. ENG. G. MCKEE 04/21	Metropolitan Transit System	









Metropolitan Transit System

NOTES:

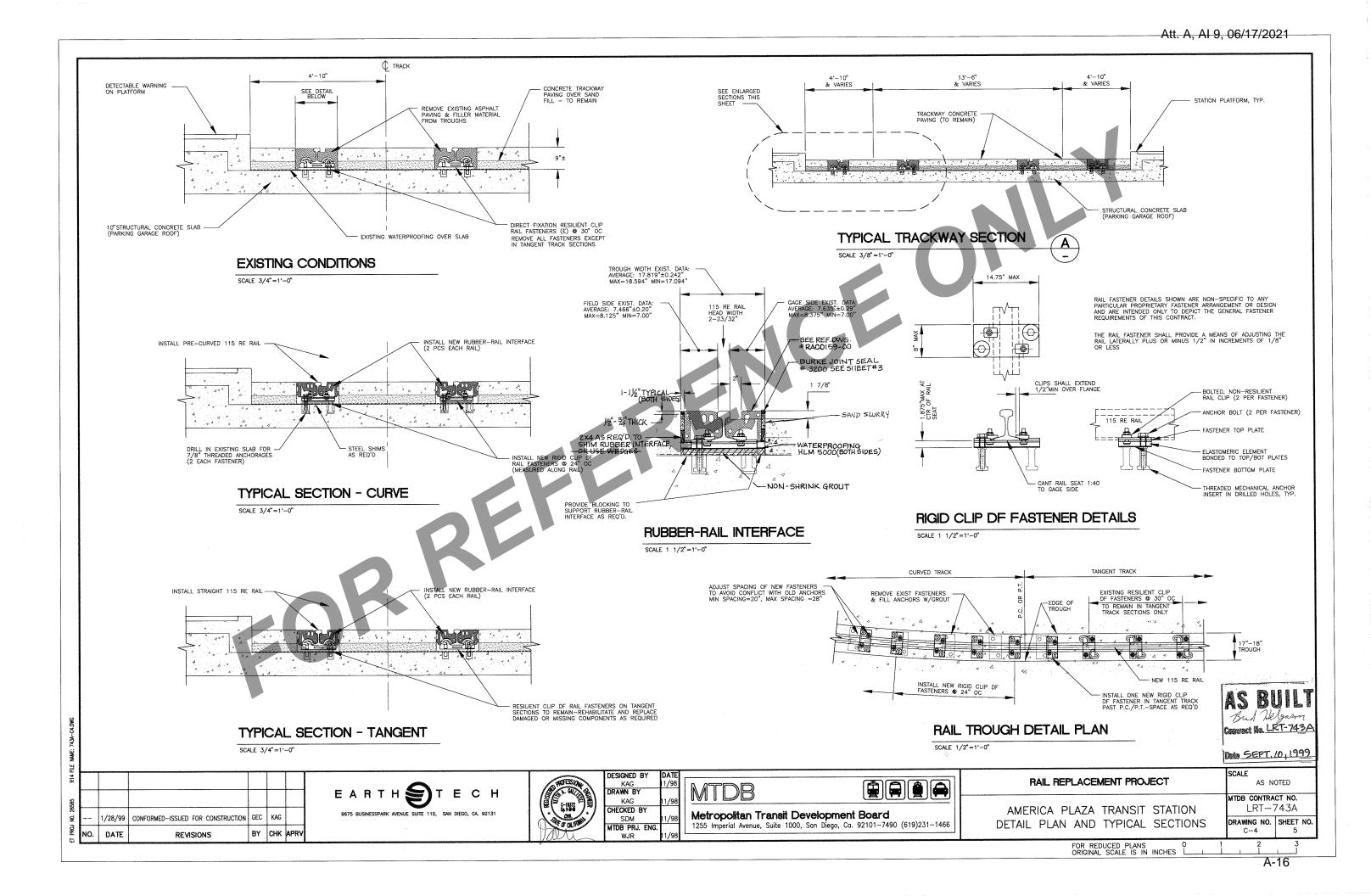
- 1. SEE REFERENCED DRAWING LRT-743A, RIGID CLIP DF FASTENERS DETAIL FOR TYPICAL SECTION WITHIN DIRECT FIXATION LIMITS.
- 2. ASPHALT CONCRETE STREET PAVING SECTION SHALL CONSIST OF 2-INCHES HMA OVER 10-INCHES PORTLAND CEMENT CONCRETE BASE.
- 3. INSTALL NEW PADS AND INSULATORS. IF BUDGET ALLOWS, REPLACE ALL TIES.
- 4. FOR ALL RAIL CLIPS AND RUBBER RAIL INTERFACE ASSEMBLIES, SEE REFERENCE DRAWING RAC0159.
- 5. CONCRETE TRACKWAY PAVEMENT SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI.

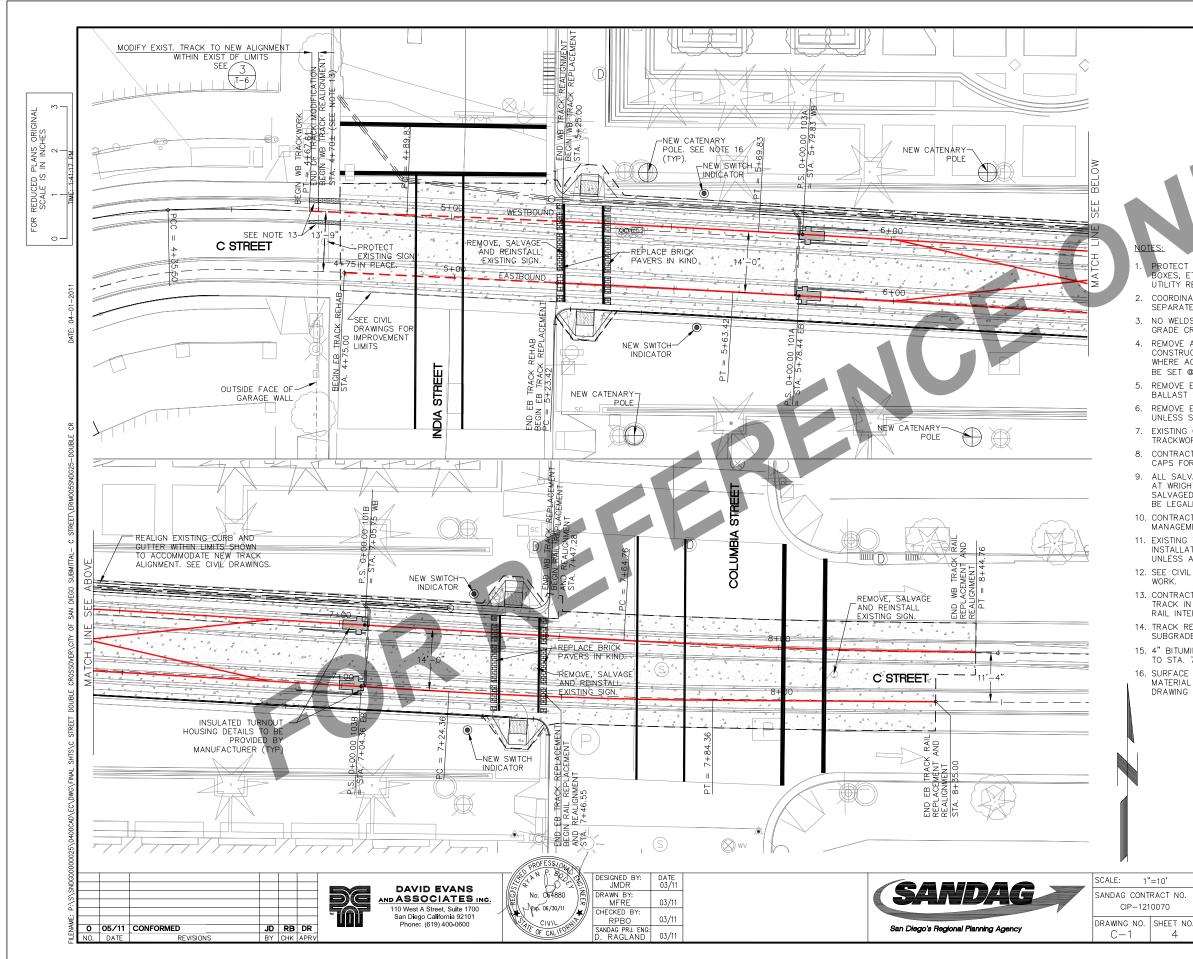
1267\10257691-		6. A	SSUME 9-INCH BALLAST DEPTH UNDER	TIES	. STAN	άBΟ	VE	HARDPAN.				
021 0rk1ng\wes+01\d187								FC	70% SUBMITTAL	1	DATE 04/21 04/21 04/21	
4/13/2 c: \pww	NO.	DATE	REVISIONS	ΒY	СНК	APR	۲V			PRJ. ENG. G. MCKEE	04/21	

FR42.

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AMERICA PLAZA	SCALE	
RAIL REPLACEMENT	NTS	
	NTS CONTRACT NO.	
CONSTRUCTION DETAILS	G 947.0- 7	
CONSTRUCTION DETAILS	DRAWING NO.	
	_{TR4} ⁄2-15	10 OF 10
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES	1 . I	2 3



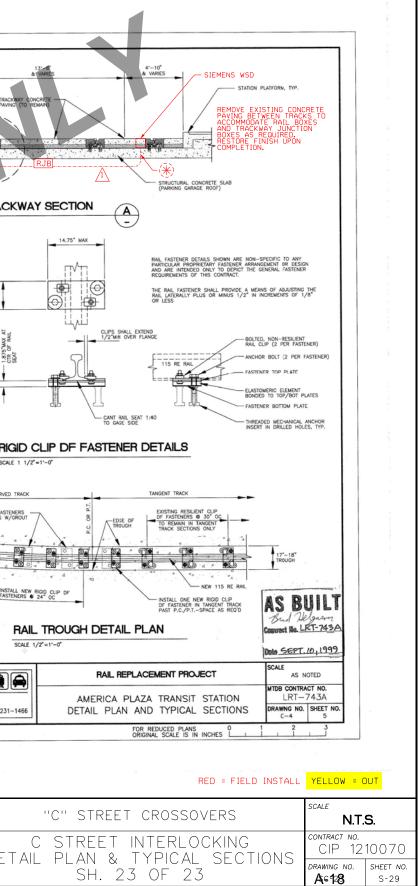


LEGEND:

4 4 4	PAVED TRACK
	SWITCH HOUSING
	IMPROVEMENT LIMITS
	EXISTING TRACK CENTERLINE
	REALIGN/REHAB EXISTING TRACK

PROTECT EXISTING UTILITIES IN PLACE. ADJUST MANHOLES, PULL BOXES, ETC. TO GRADE AS APPROPRIATE. SEE CIVIL DRAWINGS FOR UTILITY RELOCATIONS. COORDINATE WITH SIGNAL INSTALLATION IF WORK TO BE DONE BY SEPARATE CONTRACTOR. 3. NO WELDS SHALL BE PLACED WITHIN INDIA OR COLUMBIA STREET GRADE CROSSINGS. 4. REMOVE AND DISPOSE OF EXISTING AC AND PCC TO ALLOW CONSTRUCTION OF THE IMPROVEMENTS SHOWN. SAWCUT AS REQUIRED. WHERE AC PAVING LIMITATIONS ARE GIVEN, THE SAWCUT LIMIT SHALL BE SET @ 1' MIN. FROM NEW CONCRETE PAVING. 5. REMOVE EXISTING TIMBER OR CONCRETE CROSSTIES, RAIL AND BALLAST WITHIN SPECIAL TRACKWORK LIMITS. 6. REMOVE EXISTING RAIL WITHIN LIMITS OF PROPOSED IMPROVEMENTS, UNLESS SHOWN OTHERWISE. 7. EXISTING CONCRETE TIES AND BALLAST OUTSIDE OF SPECIAL TRACKWORK LIMITS SHALL BE SALVAGED AND REUSED. 8. CONTRACTOR SHALL PROVIDE NEW CLIPS, PADS, INSULATORS, AND CLIP CAPS FOR SALVAGED CONCRETE TIES. ALL SALVAGED RAIL SHALL BE DELIVERED TO MTS STORAGE FACILITY AT WRIGHT STREET YARD. ALL OTHER MATERIAL REMOVED AND NOT SALVAGED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE LEGALLY DISPOSED OF 10. CONTRACTOR SHALL IMPLEMENT WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES. EXISTING TRACK SHALL BE EXPOSED IN ADVANCE OF CONSTRUCTION INSTALLATION FOR THE FULL LENGTH OF THE CONTRACT LIMITS, UNLESS APPROVED OTHERWISE BY THE ENGINEER. 12. SEE CIVIL DRAWINGS FOR PROPOSED ROADWAY, CIVIL AND UTILITY 13. CONTRACTOR TO DETERMINE BEGINNING OF EXISTING DIRECT FIXATION TRACK IN FIELD DURING DEMOLITION. REMOVE AND REPLACE RUBBER RAIL INTERFACE IN KIND AS DETAILED ON DRAWING C-4, LRT-743A. 14. TRACK REPLACEMENT IS DEFINED AS COMPLETE TRACK STRUCTURE TO SUBGRADE 15. 4" BITUMINOUS AC SLAB BELOW BALLAST SECTION, WB STA. 5+69.83 TO STA. 7+15.75. SEE DRAWING T-6 FOR DETAILS. 16. SURFACE IMPROVEMENTS SHALL MATCH EXISTING PAVING TYPE AND MATERIAL AT LOCATIONS OF RELOCATED CATENARY POLES. SEE DRAWING C-7 FOR DETAILS. PRIVATE CONTRACT IMPROVEMENT PLANS FOR: "C" STREET SPECIAL TRACKWORK "C" STREET DOUBLE CROSSWORK LAYOUT AND PAVINO CITY OF SAN DIEGO, CALIFORNIA .o. no. ____ x DEVELOPMENT SERVICES DEPARTMENT PROJECT NO. X SHEET 4 OF 25 SHEETS V. T. M.__ FOR CITY ENGINEE DESCRIPTION BY DATE ORIGINAL DEA NAD83 COORDINATES AS-RUII TS LAMBERT COORDINATES CONTRACTOR_ INSPECTOR____ _ DATE STARTED____ _ DATE COMPLETED. - 4 -D 4

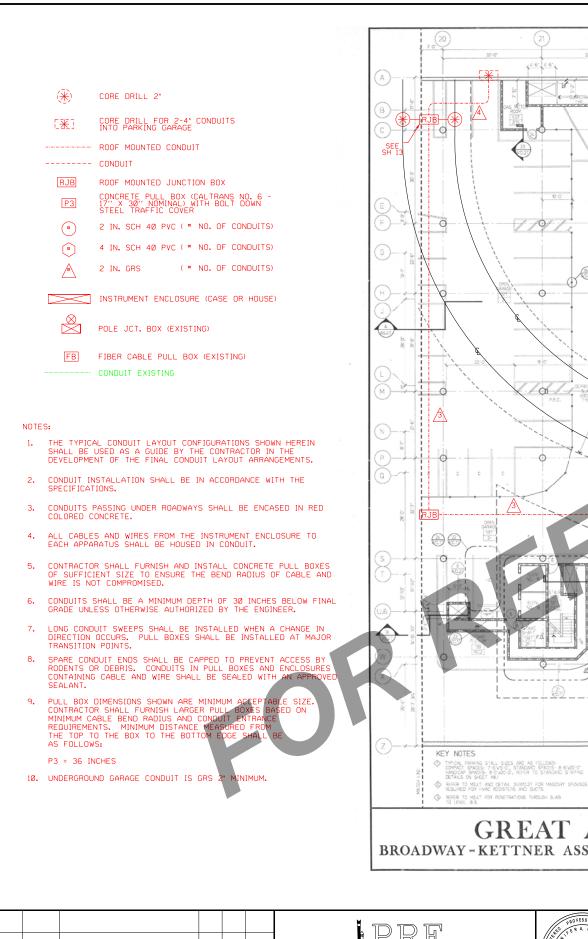
		(*) CORE DRILL 2"										
	(王子: CORE DRILL FOR 2-4" C INTO PARKING GARAGE	ONDUITS									
		ROOF MOUNTED CONDUIT			г							
		CONDUIT						C TRACK				
		RJB ROOF MOUNTED JUNCTIO				DETECTABLE WARNING	4*-10*		c	ONCRETE TRACKWAY	SIEMENS WSD	4"-10" & VARIES
		P3 CONCRETE PULL BOX (CA 17" X 30" NOMINAL) WI STEEL TRAFFIC COVER	LTRANS I H BOLT	NO. 6 - DOWN		ON PLATFORM	SEE DETAIL BELOW	REMOVE E	EXISTING ASPHALT /	ONCRETE TRACKWAY AVING OVER SAND LL - TO REMAIN	SEE ENLARGED SECTIONS THIS SHEET	TRAC
		(#) 2 IN. SCH 40 PVC (# N						FROM TRO	FILLER MATERIAL		À-	PAVI
		(#) 4 IN. SCH 40 PVC (# N	10. OF CC	INDUITS)						9°±		
		→	10. OF CC							•		
						<u>[] * [w.*]</u>						*
		INSTRUMENT ENCLOSURE	(CASE OF	R HOUSE:		10° STRUCTURAL CONCRETE SLAB	$\langle \rangle$	1	RAIL FASTENE	ION RESILIENT CLIP ERS (E) @ 30" OC		
		POLE JCT. BOX (EXISTIN	G)			()		EXISTING WATERPROOFING OVER	R SLAB REMOVE ALL IN TANGENT	FASTENERS EXCEPT TRACK SECTIONS		SCALE 3/8"=1'-0"
		FB FIBER CABLE PULL BOX		2)			EXISTING CONDIT	IONS		TROUGH WIDTH EM AVERAGE: 17.819"± MAX=18.594" MIN=	T. MTA- 0.242	
		TD FIDER CHOLE FULL BUX	(EXISTING	, (E SIDE EXIST. DATA:
										FIELD SIDE EXIST. DATA: - AVERAGE: 7,466°±0.207 MAX-8,125 MIN=7.00	HEAD WIDTH MAD	E SIDE EXIST. DATA: RAGE: 7.635"±0.29" <=8.375" MIN=7.00"
						INSTALL PRE-CURVED	115 RE RAIL	INSTALL N (2 PCS E	NEW RUBBER-RAIL INTERFACE EACH RAIL)		Anter 1	-SEE REF.DWG.
	NOTES:											# 3200 SEE SILEET#3
	SH	HE TYPICAL CONDUIT LAYOUT CONF HALL BE USED AS A GUIDE BY THE EVELOPMENT OF THE FINAL CONDU	E CONTRA	CTOR IN	THE					I-1/2"TYPICA (BOTH 9		1 7/8"
		NDUIT INSTALLATION SHALL BE IN								上 ½-34 THICK 一	- 00 p 0	SAND SLUKRY
		ECIFICATIONS.	Hecond	HNCE WI		DRILL IN EXIS	STING SLAB FOR	STEEL SHIMS		2X4 AS REQ'D. TO		WATERPROOFING HLM 5000(BOTH SIDES)
		NDUITS PASSING UNDER ROADWAYS DLORED CONCRETE.	SHALL I	BE ENCA	SED IN RED	7/8" THREAD (2 EACH FAS	ISTING SLAB FOR	AS REQ'D	INSTALL NEW RAIL FASTEN (MEASURED	RIGID CLIP DF ERS © 24" OC ALONG RAIL)		ALM SOUD(BUIK SIVES/
		L CABLES AND WIRES FROM THE S ACH APPARATUS SHALL BE HOUSED			DSURE TO		TYPICAL SECTION	N - CURVE			NON-SH	IRINK GROUT
		NTRACTOR SHALL FURNISH AND IN					SCALE 3/4"=1'-0"			PROVIDE BLOCKING TO SUPPORT RUBBER-RAIL INTERFACE AS REQ'D.		RK
	OF	SUFFICIENT SIZE TO ENSURE TH RE IS NOT COMPROMISED.	E BEND F	ADIUS 0	F CABLE AND			-			BER-RAIL INTERFAC	SCAL
		NDUITS SHALL BE A MINIMUM DEP								SURLE	1 1/2 -1 -0	CURVED
		RADE UNLESS OTHERWISE AUTHORIZ				INSTALL STRAIGHT	115 RE RAIL	INSTALL (2 PCS	NEW RUBBER-RAIL INTERFACE EACH RAIL)		ADJUST SPACING OF NEW FAST TO AVOID CONFLICT WITH OLD MIN SPACING=20", MAX SPACI	TENERS
	DI	RECTION OCCURS. PULL BOXES SHALL BE IN RANSITION POINTS.									MIN SPACING=20, MAX SPACE	& FILL ANCHURS W
		ARE CONDUIT ENDS SHALL BE CAP DENTS OR DEBRIS. CONDUITS IN					1: Salar	k				
	CC	NTAINING CABLE AND WIRE SHALL ALANT.	BE SEAL	ED WIT⊢	AN APPROVED			1	V.			
	9. PU	ULL BOX DIMENSIONS SHOWN ARE N INTRACTOR SHALL FURNISH LARGER	INIMUM A		LE SIZE.							INST. FAST
	MI RE	NITRACTOR SHALL FURNISH LARGEF NIMUM CABLE BEND RADIUS AND C OUIREMENTS, MINIMUM DISTANCE	ONDUIT E	NTRANCE D FROM					RESILIENT C SECTIONS TO DAMAGED OF	LIP OF RAIL FASTENERS ON TANGENT REMAIN-REHABILITATE AND REPLACE MISSING COMPONENTS AS REQUIRED		
	16	E TOP TO THE BOX TO THE BOTT FOLLOWS:	OM EDGE	SHALL E	SE		TYPICAL SECTION	N - TANGENT				
		3 = 36 INCHES				E NWE: 7	SCALE 3/4"=1'-0"					
	10. UN	IDERGROUND GARAGE CONDUIT IS G	RS 2" MI	NIMUM.		E 12			F O H	BESIGNED BY KAG DRAWN BY		
						58586			1 18	CHECKED BY	1/98 IVIIDD 1/98 Metropolitan Transit D	
						NO. DATE REVISIONS	BY CHK APRV		9	SDM MTDB PRJ. ENG. WJR	1255 Imperial Avenue, Suite 1000	0, Son Diego, Ca. 92101-7490 (619)231
								-0-				
							DRO FESSION	DESIGNED BY	DATE			
					Â.	PRF	ALL VER A. PURC	MM DRAWN BY	5/11	SAN	DAG	
	05/07111		4.0			니 네 아이지 아이지 아이지 않는 것 같아.	Wennife a. Beret	CHECKED BY	5/11			
		CONFORMED PLAN SET	AP MM		3560 Univer	nctional enterprises, inc. rsity Avenue, Suite F California 92501		JLH PRJ. ENG.	5/11	Con Dianc's De vi		DE
NO.	DATE	REVISIONS	BY CH	APRV	Kiverside, C		OF CALIFORN	JAP	5/11	San Diego's Regiona	a rianning Agency	

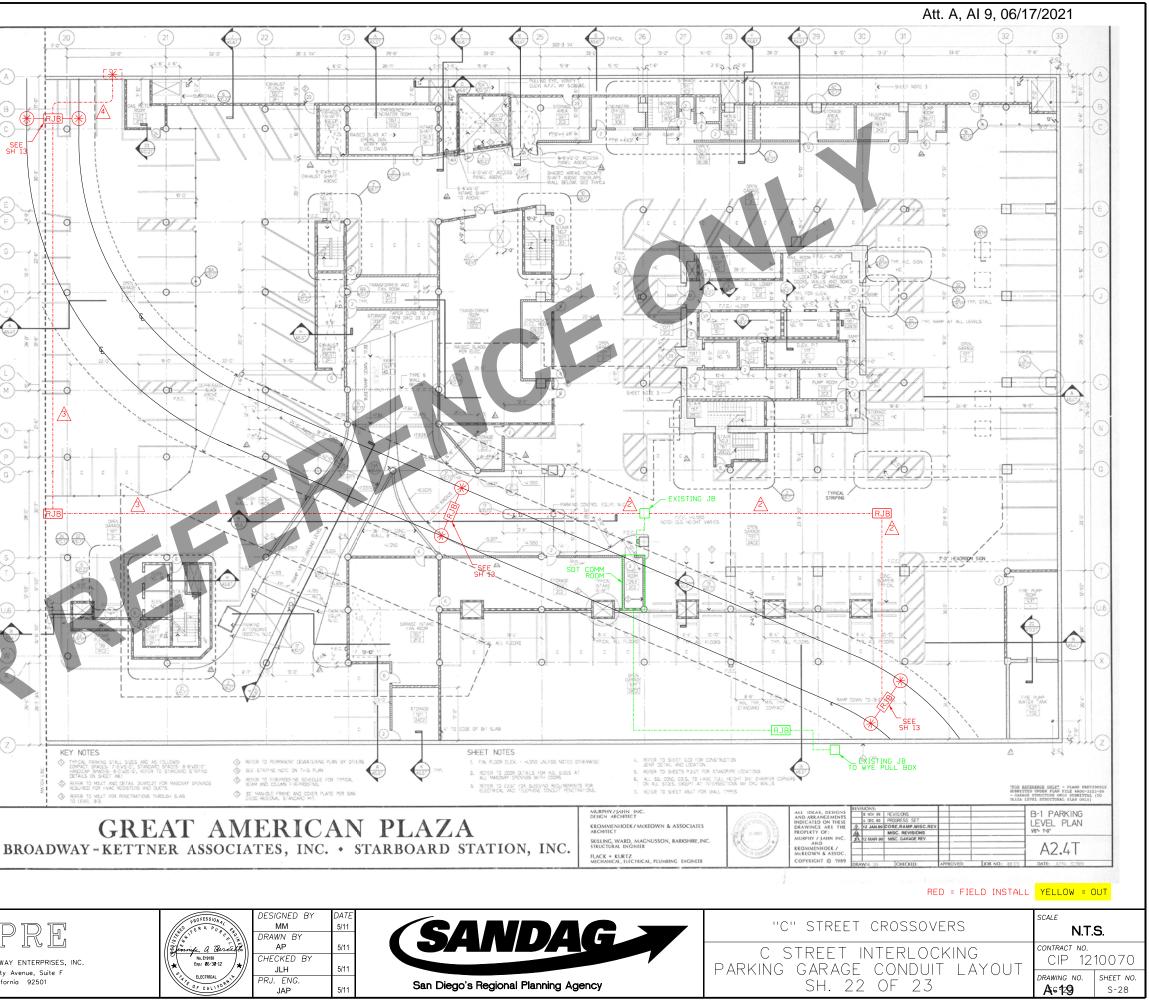


DRAWING NO. SHEET NO.

S-29

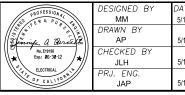
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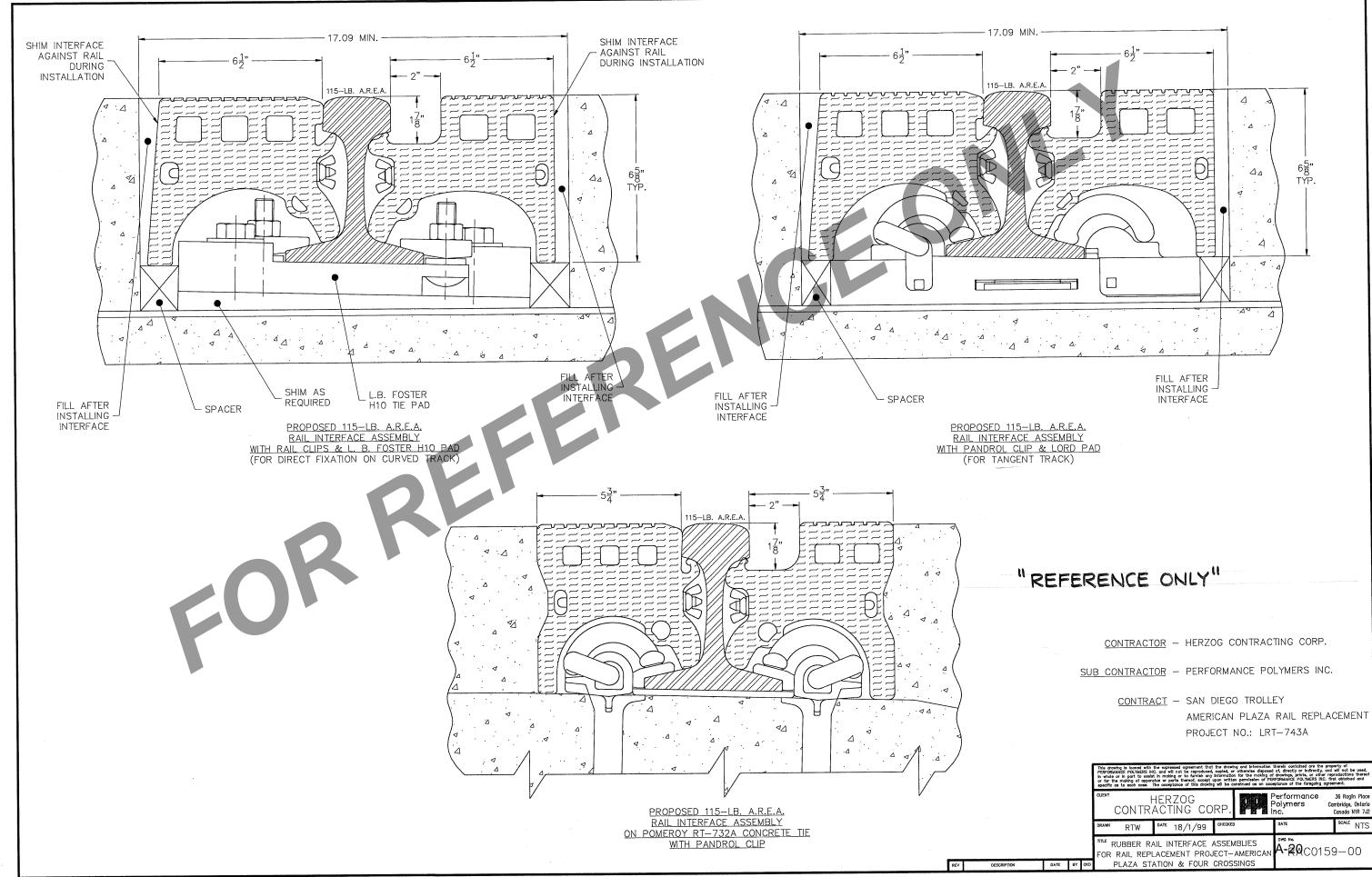


05/27/11	CONFORMED PLAN SET	AP	MM	JAP
DATE	REVISIONS	BY	СНК	APRV

PACIFIC RAILWAY ENTERPRISES, INC. 3560 University Avenue, Suite F Riverside, California 92501







the second se

Att. A, AI 9, 06/17/2021

EXHIBIT B (Cost Breakdown)



JOC Name (Contractor):	Herzog Contracting Corp
Contract Name:	2019 - RR Construction - Herzog - Option 1
Contract Number:	PWG269.0-19
Job Order Number:	MTSJOC269-11
Job Order Title:	America Plaza Rail Replacement
Location:	Blue Line ROW
Cost Proposal Date:	May 18, 2021
Proposal Value:	\$698,473.76

Category 1	Category 2	NPP Item	Division Totals
At-Grade Crossing		\$0.00	\$115,906.69
General		\$0.00	\$21,012.51
Signaling		\$0.00	\$3,376.69
Special Trackwork		\$0.00	\$52,283.90
Track		\$0.00	\$505,893.97
	Proposal Total:		\$698,473.76
	The Percentage of Non Pre-Priced on this Proposal:		0.00%



Herzog Contracting Corp
2019 - RR Construction - Herzog - Option 1
PWG269.0-19
MTSJOC269-11
America Plaza Rail Replacement
Blue Line ROW
May 18, 2021
\$698,473.76

Category 1 Category 2	Record #	CSI Number	MOD	UOM	Description					Total
Category 1 :A	t-Grade Cross	sing								\$115,906.69
	1	012220000008		HR	Cement Mason		_			
		Added			Quantity x	Unit Price	х	Factor	=	LineTota
		In	nstallation	HR	36.00 x	\$65.76	х	1.1296	=	\$2,674.17
									-	\$2,674.17
		User Note:	• ** (3) E	A at 12	hrs to help with cros	ssina pour du	ırina	AWW 3*	*	
		Item Note:	: For tasl	ks not i	ncluded in the Cons	truction Task	(Ca	talog® an	d as di	rected by owner
			only.							
	Ow	vner Comments:	only.							
			only.							
		vner Comments:	only.	HR	For Foreman, Add					
	Contra	vner Comments: ctor Comments:	only.	HR	For Foreman, Add Quantity x	Unit Price	x	Factor		
	Contra	vner Comments: ctor Comments: 012220000008 Added	only.	HR		Unit Price \$3.29		Factor 1.1296	=	LineTotal \$44.60
	Contra	vner Comments: ctor Comments: 012220000008 Added	only.		Quantity x					LineTotal
	Contra	vner Comments: ctor Comments: 012220000008 Added	only.		Quantity x					LineTotal \$44.60
	Contra	vner Comments: ctor Comments: 012220000008 Added In User Note:	only. 0001 nstallation For tasl	HR	Quantity x	\$3.29	x	1.1296	-	LineTotal \$44.60 \$44.60
	2	vner Comments: ctor Comments: 012220000008 Added In User Note: Item Note:	only. 0001 onstallation For tasl only.	HR	Quantity x 12.00 x	\$3.29	x	1.1296	-	LineTotal \$44.60 \$44.60
	2	vner Comments: ctor Comments: 012220000008 Added In User Note:	only. 0001 onstallation For tasl only.	HR	Quantity x 12.00 x	\$3.29	x	1.1296	-	LineTotal \$44.60 \$44.60



3	012223000129	DAY	185 CFM Diesel F	Pow	ered Portable	Air (Compresso	r	
	Added		Quantity	х	Unit Price	x	Factor	=	LineTota
	Installation	DAY	2.00	х	\$200.66	х	1.1296	=	\$453.3
									\$453.33
	User Note:								
	Item Note:								
0	wner Comments:								
Contr	actor Comments:								
4	012223000197	DAY	5 Ton, 2 Drum Art	ticul	ated Roller Wit	h F	ull-Time Op	perator	
	Added		Quantity	х	Unit Price	x	Factor	=	LineTota
	Installation	DAY	2.00	х	\$1,155.50	х	1.1296	=	\$2,610.57
									\$2,610.5
	User Note:								
	Item Note:								
C	wner Comments:								
Contr	actor Comments:								
5	012223000220	EA	Mobilization of Ste	eel F	Roadway Plate	s			
	Added		Quantity	х	Unit Price	х	Factor	=	LineTota
	Installation	EA	22.00	х	\$372.30	х	1.1296	=	\$9,252.10
									\$9,252.10
	User Note: (18) EA	plates	s at 1 x 8' x16' nee	ede	d to cover Ke	ttne	er crossin	g	
	Item Note: Mobiliza	ation fo	or each site location	on.					
0	wner Comments:								
Contr	actor Comments:								
6	012223000221	EA	Place And Remov	/e S	teel Roadway	Plat	es		
	Added		Quantity	x	Unit Price	х	Factor	=	LineTota
	Installation	EA	22.00	х	\$42.84	х	1.1296	=	\$1,064.63
									\$1,064.63
	User Note:								
	Itom Nata.								
 	Item Note:					_			
 C	Owner Comments:								

Contractor Price Proposal Detail By Category Report Version: 1.1



7	012223000247	WK	1" x 8' x 16' Steel Plat	е				
	Added		Quantity x	Unit Price	х	Factor	=	LineTotal
	Installation	WK	60.00 x	\$231.70	х	1.1296	=	\$15,703.70
								\$15,703.70

User Note: (18) EA plates at 1 x 8' x16' needed to cover Kettner crossing for (2) EA weeks

	Item Note:								
C	Owner Comments:								
Contr	ractor Comments:								
8	012223000272	DAY	2,400 LB Capacity	/, 7	2" Wide, Skid	Stee	r Loader V	Vith Full-	Time Operator
	Added		Quantity	х	Unit Price	х	Factor	=	LineTota
	Installation	DAY	2.00	х	\$1,019.15	х	1.1296	=	\$2,302.46
								-	\$2,302.46
	User Note:								
	Item Note:								
 C	Owner Comments:								
 Contr	ractor Comments:								
9	012223000389	DAY	3,000 Ft-Lb Hydra	ulic	Hammer Atta	achm	ent For Hy	/draulic E	Excavators
	Added		Quantity	x	Unit Price	x	Factor	=	LineTota
	Installation	DAY	2.00	х	\$831.00	х	1.1296	=	\$1,877.40
	Installation	DAY	2.00	х	\$831.00	х	1.1296	=	
				х	\$831.00	х	1.1296	-	
	Installation User Note: **back Item Note:			x	\$831.00	x	1.1296	= _	
 C	User Note: **back			x	\$831.00	x	1.1296	-	
	User Note: **back Item Note:			x	\$831.00	x	1.1296		
	User Note: ^{**back} Item Note: Owner Comments:		achment**						\$1,877.4(
 Contr	User Note: **back Item Note: Owner Comments: ractor Comments:	hoe atta	achment** 1-1/2 CY, 24" Buc	ket		90 H			\$1,877.4(
Contr	User Note: **back Item Note: Owner Comments: ractor Comments: 012223000440	hoe atta	achment** 1-1/2 CY, 24" Buc Operator	ket.	, 16'-6" Deep,	90 H x	IP, Loader	-Backho	\$1,877.4(e With Full-Time LineTota
Contr	User Note: **back Item Note: Dwner Comments: ractor Comments: 012223000440 Added	hoe atta	achment** 1-1/2 CY, 24" Buc Operator Quantity	ket.	, 16'-6" Deep, Unit Price	90 H x	IP, Loader Factor	-Backho	\$1,877.4(e With Full-Time LineTota \$2,631.74
Contr	User Note: **back Item Note: Dwner Comments: ractor Comments: 012223000440 Added	hoe atta	achment** 1-1/2 CY, 24" Buc Operator Quantity	ket.	, 16'-6" Deep, Unit Price	90 H x	IP, Loader Factor	-Backho	\$1,877.40 e With Full-Time LineTota \$2,631.74
Contr	User Note: **back Item Note: Dwner Comments: ractor Comments: 012223000440 Added Installation	hoe atta	achment** 1-1/2 CY, 24" Buc Operator Quantity	ket.	, 16'-6" Deep, Unit Price	90 H x	IP, Loader Factor	-Backho	\$1,877.4(e With Full-Time LineTota \$2,631.74
 Contr 10	User Note: **back Item Note: Dwner Comments: ractor Comments: 012223000440 Added Installation User Note:	hoe atta	achment** 1-1/2 CY, 24" Buc Operator Quantity	ket.	, 16'-6" Deep, Unit Price	90 H x	IP, Loader Factor	-Backho	\$1,877.40 \$1,877.40 e With Full-Time LineTota \$2,631.74 \$2,631.74

Contractor Price Proposal Details Report

Contractor Price Proposal Detail By Category Report Version: 1.1



11	012223000447	DAY	2-1/2 CY, 119 HP	, He	avy Duty Con	stru	ction Loade	er With Fu	III-Time Operator
	Added		Quantity	x	Unit Price	х	Factor	=	LineTotal
	Installation	DAY	2.00	х	\$1,175.62	х	1.1296	=	\$2,655.96
									\$2,655.96
	User Note:								
	Item Note:								
	Owner Comments:								
Со	ntractor Comments:								
12	012223000650	DAY	4 x 1,000 Watt Flo Mounted Light To			scop	ing Tower	, Diesel P	ower Trailer
	Added		Quantity		Unit Price	х	Factor	=	LineTotal
	Installation	DAY	2.00	х	\$151.58	х	1.1296	=	\$342.45
									\$342.45
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								
13	012223001283	DAY	1-1/2 Ton Capacit Truck Driver	y, 8	' To 10' Bed, 4	4 x 2	Flat Bed 1	ruck With	ı Full-Time
	Added		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	DAY	2.00	х	\$823.74	х	1.1296	=	\$1,860.99
									\$1,860.99
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								
14	012223001300	DAY	1/2 To 3/4 Ton, 4 Truck Driver	x 2	Light Duty Co	nver	tional Pick	up Truck	With Full-Time
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	DAY	2.00	х	\$791.72	х	1.1296	=	\$1,788.65
									\$1,788.65
	User Note:								
	Item Note:								
	Owner Comments:								
Co	ntractor Comments:								

Contractor Price Proposal Details Report

Contractor Price Proposal Detail By Category Report Version: 1.1



15	012223001319	DAY	18 CY Rear Dump Tr	uck With Full-	Time	Truck Dri	iver	
	Added		Quantity x	Unit Price	x	Factor	=	LineTotal
	Installation	DAY	6.00 x	\$1,732.71	х	1.1296	=	\$11,743.62

\$11,743.62

User Note: Concrete Track Paving, Concrete (Sidewalk), AC Pavement, 3EA x 2 Day/Nights

	Item Note:							
C	Owner Comments:							
Conti	ractor Comments:							
16	024113130004	SY	>6" To 9" By Machine	e, Break-up An	nd Re	emove Bitu	uminous F	Paving
	Added		Quantity x	Unit Price	х	Factor	=	LineTotal
	Installation	SY	42.00 x	\$20.38	х	1.1296	=	\$966.89
							_	\$966.89

User Note: Remove existing AC pavement (378SF)

	Item Note:								
0	wner Comments:								
Contr	actor Comments:								
17	024113130015	SY	>6" To 9" By Mach Paving	nine	, Break-up An	d Re	emove Roo	d Reinforc	ed Concrete
	Added		Quantity	х	Unit Price	x	Factor	=	LineTotal
	Installation	SY	61.00	х	\$28.02	х	1.1296	=	\$1,930.73
Equipment Exclu	ded								\$1,930.73
	User Note: Remove	e conc	rete side walk (54	7SF	=)				
	Item Note:								
0	wner Comments:								
Contr	actor Comments:								

Metropolitan Transit System

18	024119130060		LF	Saw Cut Bitumino	us F	Paving Up To	4" D	epth		
	Added	-		Quantity	x	Unit Price	x	Factor	=	LineTota
	In	stallation	LF	182.00	х	\$1.79	х	1.1296	=	\$368.0
										\$368.0
	User Note:									
	Item Note:									
0	wner Comments:									
Contr	actor Comments:									
19	024119130060	0031	LF	For Each Addition	al P	Pass (Depth To	o 3")	, Add		
	Added	-		Quantity	х	Unit Price	х	Factor	=	LineTota
	In	stallation	LF	182.00	х	\$0.69	х	1.1296	=	\$141.86
										\$141.86
	User Note:									
	Item Note:									
0	wner Comments:									
Contr	actor Comments:									
20	024119130073		EA	Saw Cut Minimum	n Se	et-up Charge,	One	Per Projec	t	
	Added	-		Quantity	x	Unit Price	x	Factor	=	LineTota
	In	stallation	EA	1.00	х	\$777.66	х	1.1296	=	\$878.44
										\$878.44
	User Note:									
	Item Note:	use this	task e	where the total saw exclusively. This ta this section.						
0	wner Comments:									
Contr	actor Comments:									
21	026113000005		CY	Disposal Fees Of	Nor	n-Petroleum C	onta	minated Se	oil	
	Added	-		Quantity	x	Unit Price	x	Factor	=	LineTota
	In	stallation	CY	115.00	х	\$32.93	х	1.1296	=	\$4,277.74
									_	\$4,277.74
			~	arata Traak Davia	~ (Concrete (Si	dow		Davama	nt disposal
	User Note:		: Con	crete Track Pavin	y, t				raveine	
	User Note: Item Note:	fee	: Con		y, c				Faveine	
 0		fee	: Con		y, c				Faveine	

Metropolitan Transit System

Contractor Price Proposal Detail
By Category Report
Version: 1.1

22	031113000003		SF	Continuous Footing	gs I	Foundation Wo	bod	Formwork		
	Added	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
	In	nstallation	SF	857.50	х	\$6.11	х	1.1296	=	\$5,918.34
										\$5,918.34

User Note: 547SF (Sidewalk) + 310.5 SF (crossing)

	Item Note:								
 C	Owner Comments:								
Cont	ractor Comments:								
23	031113000003	0001	SF	For <1,000, Add					
	Added	-		Quantity x	Unit Price	х	Factor	=	LineTotal
	In	stallation	SF	857.50 x	\$1.13	х	1.1296	=	\$1,094.55
									\$1,094.55
	User Note:								
	Item Note:								
C	Owner Comments:								
Cont	ractor Comments:								
24	032111000051		LF	#5, Grade 60, Colum	ns, Steel Rein	force	ement Bar		
	Added	-		Quantity x	Unit Price	х	Factor	=	LineTotal
	In	stallation	LF	1,680.00 x	\$1.42	х	1.1296	=	\$2,694.77
									\$2,694.77

User Note: **28 EA across the crossing per provided drawings x length of crossing**

Item Note:		
Owner Comments:		
Contractor Comments:		
25 033516000004	SF	Broom, Concrete Floor Finish
Added		Quantity x Unit Price x Factor = LineTotal
Installation	SF	857.50 x \$0.97 x 1.1296 = \$939.57
		\$939.57
User Note: crossing	+ sid	lewalk
Item Note:		
Owner Comments:		

Metropolitan Transit System

		00054000000		SF	Steel Trowel, Con	cret	o Eloor Einich				
	26	033516000006		01	Steel Howel, Com						
		Added			Quantity	х	Unit Price	х	Factor	=	LineTota
		Inst	allation	SF	857.50	х	\$1.28	х	1.1296	=	\$1,239.85
										-	\$1,239.85
		User Note: C	crossing +	- side	ewalk						
		Item Note:									
	C	wner Comments:									
	Contr	actor Comments:									
	27	321216130023	Т	ON	Hand Placed Hot I	Vixe	ed Asphalt 3,9	54 L	B/CY		
		Added			Quantity	x	Unit Price	x	Factor	=	LineTota
		Inst	allation T	ON	29.00	х	\$261.34	х	1.1296	=	\$8,561.08
										-	\$8,561.08
		User Note:									
					s not reachable b	y m	nachine. Incl	lde	s placeme	ent, rolli	ng, finishing
		ć	and sweep	pina.							
	C			5							
		owner Comments: actor Comments:									
		wner Comments:		SF	8" Cast In Place C	onc	rete Sidewalk				
	Contr	Owner Comments: actor Comments:			8" Cast In Place C Quantity		rrete Sidewalk Unit Price		Factor	=	LineTota
	Contr	wner Comments: actor Comments: 321623000006 Added				x		x	Factor 1.1296	=	LineTota \$6,018.26
	Contr	wner Comments: actor Comments: 321623000006 Added		SF	Quantity	x	Unit Price	x			
	Contr	wner Comments: actor Comments: 321623000006 Added		SF	Quantity	x	Unit Price	x			\$6,018.26
	Contr	wner Comments: actor Comments: 321623000006 Added Inst		SF	Quantity	x	Unit Price	x			\$6,018.26
	Contr 28	Dwner Comments: actor Comments: 321623000006 Added Inst User Note:		SF	Quantity	x	Unit Price	x			\$6,018.26
	Contr 28 C	Dwner Comments: actor Comments: 321623000006 Added Inst User Note: Item Note:		SF	Quantity	x	Unit Price	x			\$6,018.26
	Contr 28 C	Wwner Comments: actor Comments: 321623000006 Added Inst User Note: Item Note: Owner Comments:	allation	SF	Quantity	x x	Unit Price \$9.74	x x	1.1296	=	\$6,018.26 \$6,018.26
	Contr 28 Contr	Wwner Comments: actor Comments: 321623000006 Added Inst User Note: Item Note: Wwner Comments: actor Comments:	allation	SF	Quantity 547.00	x x	Unit Price \$9.74	x x	1.1296	=	\$6,018.26 \$6,018.26
	Contr 28 Contr	Wwner Comments: actor Comments: 321623000006 Added Inst User Note: Item Note: Wwner Comments: actor Comments: 321723130004 Added	allation	SF	Quantity 547.00 Single 6" Wide So	x x lid L x	Unit Price \$9.74	x x eflec x	1.1296 tive Paven	= _	\$6,018.26
Equipme	Contr 28 Contr 29	wwer Comments: actor Comments: 321623000006 Added Inst User Note: Item Note: wwer Comments: actor Comments: 321723130004 Added Inst	allation	SF	Quantity 547.00 Single 6" Wide So Quantity	x x lid L x	Unit Price \$9.74	x x eflec x	1.1296 tive Paven Factor	= nent Stri	\$6,018.26 \$6,018.26
Equipme	Contr 28 Contr 29	wwer Comments: actor Comments: 321623000006 Added Inst User Note: Item Note: wwer Comments: actor Comments: 321723130004 Added Inst	allation	SF	Quantity 547.00 Single 6" Wide So Quantity	x x lid L x	Unit Price \$9.74	x x eflec x	1.1296 tive Paven Factor	= nent Stri	\$6,018.26 \$6,018.26 ping LineTota \$50.83
Equipme	Contr 28 Contr 29	Added Super Comments: Comments: Comments: Comments: Comme	allation	SF	Quantity 547.00 Single 6" Wide So Quantity	x x lid L x	Unit Price \$9.74	x x eflec x	1.1296 tive Paven Factor	= nent Stri	\$6,018.26 \$6,018.26 ping LineTota \$50.83
Equipme	Contr 28 Contr 29 ent Exclu	Wwner Comments: actor Comments: 321623000006 Added Inst User Note: Item Note: Mwner Comments: 321723130004 Added Inst actor Comments: 321723130004 Added	allation	SF	Quantity 547.00 Single 6" Wide So Quantity	x x lid L x	Unit Price \$9.74	x x eflec x	1.1296 tive Paven Factor	= nent Stri	\$6,018.26 \$6,018.26 ping LineTota \$50.83

Contractor Price Proposal Detail By Category Report Version: 1.1



30	321726000002	SF	Surface Applied V	/PC	Truncated Do	me	Detectable	Warning	Surface
	Added		Quantity	х	Unit Price	x	Factor	=	LineTotal
	Installatio	on SF	20.00	х	\$54.87	х	1.1296	=	\$1,239.62
								_	\$1,239.62
	User Note:								
			ace preparation, a or directional bars.			ers a	and seala	nt at per	imeter. Also
 C	wner Comments:	a ouipo e		, , , , , , , , , , , , , , , , , , ,					
 Contr	actor Comments:								
 31	341113230070	SF	Remove And Disp	oose	e/Recycle Of E	xisti	ng Trackw	ay Paven	nent
	Added		Quantity	x	Unit Price	x	Factor	=	LineTota
	Installatio	on SF	622.00	х	\$2.95	х	1.1296	=	\$2,072.70
								_	\$2,072.70
	User Note:								
	Item Note:								
 C	wner Comments:								
 Contr	actor Comments:								
 32	341193000006	EA	Pandrol E-Clip, G	alv.					
	Added		Quantity	х	Unit Price	х	Factor	=	LineTota
	Installatio	on EA	487.00	х	\$28.23	х	1.1296	=	\$15,529.75
								_	\$15,529.75
	User Note: (115)	EA for t	he crossing + (372	2) E	A for the 18	6 F2	20R4 DF I	MTS will	procure
	Item Note:								
-									
C	Wher Comments:								
	owner Comments: ractor Comments:								
		SY	Cast In Place Cor	ncre	te Crossing Pa	aven	nent		
 Contr	ractor Comments:	SY			te Crossing Pa			=	LineTota
 Contr	341193000023			x		x		=	
 Contr	actor Comments: 341193000023 Added		Quantity	x	Unit Price	x	Factor	=	\$4,977.40
 Contr	actor Comments: 341193000023 Added	on SY	Quantity	x	Unit Price	x	Factor	=	\$4,977.40
 Contr	ractor Comments: 341193000023 Added Installation User Note: *23C Item Note: Note:	on SY Y @8'' : Include:	Quantity	x x	Unit Price \$127.72	x x	Factor 1.1296		\$4,977.40 \$4,977.40
 Contr 33	ractor Comments: 341193000023 <i>Added</i> Installation User Note: *23C	on SY Y @8'' : Include:	Quantity 34.50	x x	Unit Price \$127.72	x x	Factor 1.1296		LineTotal \$4,977.40 \$4,977.40 nil PVC

Total For Category At-Grade Crossing:

\$115,906.69

Contractor Price Proposal Details Report



Category 1 Category 2	Record #	CSI Number	MOD		Description						Tota
Category 2		CSI Number	NICD	001	Description						\$21,012.5
<u> </u>	34	012216000004		EA	Reimbursable Fee	es					¥ /
		Added			Quantity	x	Unit Price	x	Factor	=	LineTota
		In	stallation	EA	2,000.00		\$1.00	х	1.0000	=	\$2,000.0
											\$2,000.0
		User Note:	*Permit	and fe	es						
		Item Note:	of the R cost to t Fee). If comme	eimbui the act there a nt in th , road o	Fees will be paid rsable Fee is \$1.0 ual Reimbursable are multiple Reiml e "note" block to i cut, various permi f each receipt sha	00. Fe ours der ts,	Insert the ap e (e.g. quant sable Fees, I ntify the Reim extended wa	prop ity o ist e nbui rrar	priate qua of 125 = S each one sable Fe nty, exped	antity to \$125.0 separa e (e.g. dited s	o adjust the base 0 Reimbursable ately and add a sidewalk hipping costs,
	Ov	vner Comments:			· .						
	Contra	ctor Comments:									
	35	012220000073		HR	Flagperson For Tr	affic	c Control				
		Added			Quantity	x	Unit Price	x	Factor	=	LineTota
		In	stallation	HR	72.00	х	\$68.23	х	1.1296	=	\$5,549.2
		User Note:	*(3) wee	ekends	shutdowns						\$5,549.2
		Item Note:									
	Ov	vner Comments:									
	Contra	ctor Comments:									
	36	015219000003		MO	Portable Chemica	l To	ilet				
		Added			Quantity	х	Unit Price	x	Factor	=	LineTota
		In	stallation	MO	1.00	х	\$165.00	х	1.1296	=	\$186.3
		User Note:	:								\$186.3
		Item Note:									
	Ov	vner Comments:									
	Contra	ctor Comments:									



37	015526000028	DAY	28" Cone With Re	flec	ctive Collar				
	Added		Quantity	х	Unit Price	x	Factor	=	LineTotal
	Installation	DAY	150.00	х	\$0.47	х	1.1296	=	\$79.64
									\$79.64
	User Note:								
	Item Note:								
(Owner Comments:								
Cont	ractor Comments:								
38	015526000040	DAY	Type I Barricade,	Up	To 3' Wide Wi	th R	eflective R	ail Each S	Side
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	DAY	15.00	х	\$1.02	х	1.1296	=	\$17.28
									\$17.28
	User Note:								
	Item Note:								
(Owner Comments:								
Cont	ractor Comments:								
39	015526000043	DAY	Type II Barricade,	Up	To 3' Wide W	ith T	wo Reflect	ive Rails	Each Side
	Added		Quantity	х	Unit Price	x	Factor	=	LineTotal
	Installation	DAY	30.00	х	\$2.26	х	1.1296	=	\$76.59
									\$76.59
	User Note:								
	Item Note:								
(Owner Comments:								
Cont	ractor Comments:								
40	015526000058	DAY	Type B Flasher (H	ligh	Intensity)				
	Added		Quantity	х	Unit Price	x	Factor	=	LineTotal
	Installation	DAY	30.00	х	\$2.86	х	1.1296	=	\$96.92
								_	\$96.92
	User Note:								
	Item Note:								
	item note.								
(Owner Comments:								

Metropolitan Transit System

41 015526000087	DAY	Aluminum Sign Ar	nd P	Post				
Added		Quantity	x	Unit Price	x	Factor	=	LineTotal
Insta	allation DAY	30.00	х	\$2.49	х	1.1296	=	\$84.38
							_	\$84.38
User Note:								
Item Note:								
Owner Comments:								
Contractor Comments:								
42 015526000093	DAY	Trailer Mounted F	lash	ing Arrow Boa	ard			
Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
Insta	allation DAY	6.00	х	\$56.00	х	1.1296	=	\$379.55
							_	\$379.55
User Note:								
Item Note:								
Owner Comments:								
Contractor Comments:								
43 015526000096	DAY	Trailer Mounted P	orta	ble Variable N	less	age Sign (PVMS)	
Added		Quantity	x	Unit Price	x	Factor	=	LineTotal
Insta	allation DAY	6.00	х	\$299.99	х	1.1296	=	\$2,033.21
							_	\$2,033.21
User Note:								
Item Note:								
Owner Comments:								
Contractor Comments:								
44 015526000103	EA	Place And Remov	ve U	p To 250 Con	es L	Ising Truck		
Added		Quantity	x	Unit Price	x	Factor	=	LineTotal
Insta	allation EA	50.00	х	\$3.66	х	1.1296	=	\$206.72
							_	\$206.72
User Note:								
Item Note:								
Owner Comments:								
Contractor Comments:								
Contractor Comments:								

Contractor Price Proposal Detail By Category Report Version: 1.1

EA Place And Remove Up To 250 Barricades Using Truck



015526000107

45

	Added		Quantity	x	Unit Price	х	Factor	=	LineTotal
	Installation	EA	15.00	х	\$7.33	х	1.1296	=	\$124.20
									\$124.20
	User Note:								
	Item Note:								
(Owner Comments:								
Cont	ractor Comments:								
46	015526000110	EA	Place And Remov	e P	Portable Sign A	And S	Stand Usin	g Truck	
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	EA	15.00	х	\$4.39	х	1.1296	=	\$74.38
									\$74.38
	User Note:								
,	Item Note:								
C	Owner Comments:								
Cont	ractor Comments:								
47	015526000112	EA	Place And Remov	еT	railer Mounted	d Bo	ards And S	Signals L	Jsing Truck
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	EA	4.00	х	\$54.94	х	1.1296	=	\$248.24
									\$248.24
	User Note:								
	Item Note:								
(Owner Comments:								
Cont	ractor Comments:								
48	017113000002	EA	First 25 Miles, Equ Using A Rollback	uipn Flat	nent Delivery, tbed Truck	Pick	up, Mobili	zation A	nd Demobilization
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	EA	3.00	х	\$236.94	Х	1.1296	=	\$802.94
									\$802.94
	User Note: Skid ste	er x 3	for all (3) AWW's						
	as trenc	disma hers, s platfor	ntling, loading for skid-steer loaders m lifts, telescoping	ret (bo	urn and tran obcats), indu	spo Istria	rting away al wareho	y. For e use for	equipment such klifts, sweepers,
Cont	ractor Comments:								

Contractor Price Proposal Details Report

Contractor Price Proposal Detail By Category Report Version: 1.1



 49	017113000004		EA	First 25 Miles, Equ	ling	ont Delivery	Dick	up Mobiliz	vation And	Demobilization
45	017113000004		LA	Using A Tractor T						Demobilization
	Added			Quantity	x	Unit Price	х	Factor	=	LineTota
	Ir	nstallation	EA	9.00	х	\$734.34	х	1.1296	=	\$7,465.5
										\$7,465.5
	User Note:	Loader,	Backh	ioe, Speed Swing	x3	for all (3) A	NW	S		
	Item Note:	rigging, as bulld backhoe finishers	disma ozers, es, hea s, strai ction fo	ng, tie-down of ec ntling, loading for motor scrapers, h avy duty construct ght mast construc orklifts, telescopin	retunydu ion tior	urn and tran aulic excava loaders, tra forklifts, tel	spor ators ctors esco	ting away s, gradalls s, pavers, oping boo	/. For eques, road gi rollers, to m rough	uipment such raders, loader pridge terrain
C	Owner Comments	:								
Contr	ractor Comments:	:								
50	017123160019		ACR	Survey Clear Area	ı Fo	r Undergroun	d Uti	lities		
	Added			Quantity	x	Unit Price	x	Factor	=	LineTot
	Ir	nstallation	ACR	0.20	х	\$5,247.63	х	1.1296	=	\$1,185.5
									_	\$1,185.5
	User Note:	*CPL								
	Item Note:	:								
C	Owner Comments	:								
Contr	ractor Comments	:								
 51	029050000189		DAY	Small Tools - Too	Bo	x				
	Added			Quantity	x	Unit Price	х	Factor	=	LineTota
	Ir	nstallation	DAY	11.00	х	\$32.33	х	1.1296	=	\$401.7
										\$401.7
	User Note:	: (3) AW\	N's + (2) Weeks						
	Item Note:	:								
 C	Owner Comments	:								

Total For Category General: \$21,012.51





\$3,376.6
LinoTotr
LineTetr
Linerola
\$3,376.6
\$3,376.6
•

Contractor Price Proposal Detail By Category Report Version: 1.1



Category 1 Category 2	Record #	CSI Number	MOD	UOM	Description						Tota
	pecial Trackw	vork	-								\$52,283.90
	53	341113230023		EA	Glued Insulated Jo	oint					
		Added			Quantity	х	Unit Price	x	Factor	=	LineTota
		Ir	nstallation	EA	4.00	х	\$1,705.94	х	1.1296	=	\$7,708.12
										-	\$7,708.12
		User Note	:								
		Item Note	: Note: Ir	ncludes	test.						
	Ov	vner Comments	:								
	Contra	ctor Comments	:								
	54	341113230047		EA	115 LB Rail AREM	1A I	No. 6 Turnout				
		Added			Quantity	x	Unit Price	x	Factor	=	LineTota
		Ir	nstallation	EA	0.65	х	\$60,710.09	х	1.1296	=	\$44,575.78
										_	\$44,575.78
		User Note	*in Lieu	of (2) :	sets of stock rail a	and	switch point	S			
		Item Note			joint bars, switch						
					ails, heal blocks, g ed switch rods, bo						
	Ov	vner Comments				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
	Contra	ctor Comments									

Total For Category Special Trackwork: \$52,283.90



Category 1 Category 2	Record #	CSI Number	MOD	UOM	Description						Total
Category 1 :T	rack				-						\$505,893.97
	55	012220000014		HR	Equipment Operat	or,	Medium (Bull	doze	er)		
		Added			Quantity	х	Unit Price	x	Factor	=	LineTota
		Ir	nstallation	HR	10.00	х	\$90.08	х	1.1296	=	\$1,017.54
										_	\$1,017.54
		User Note:	**For R		d** to be done at ocurved	fiel	d, however s	save	ed time ar	nd money	/ by not
		Item Note:	: For tasl only.	ks not i	ncluded in the Co	nst	truction Task	Ca	talog® ar	nd as dire	ected by owner
	Ov	wner Comments:	:								
	Contra	ctor Comments	:								
	56	012220000014		HR	Equipment Operat	or,	Medium (Bull	doze	er)		
		Added			Quantity	х	Unit Price	х	Factor	=	LineTotal
		Ir	nstallation	HR	32.00	х	\$90.08	х	1.1296	=	\$3,256.14
										_	\$3,256.14
		User Note:	: **(4) EA	A to hel	p with rail moves*	**					
		Item Note:	: For tasl only.	ks not i	ncluded in the Co	nst	truction Task	Ca	talog® ar	nd as dire	ected by owner
	Ov	wner Comments:	:								
	Contra	ctor Comments	:								
	57	012220000014	0001	HR	For Foreman, Add	l					
		Added			Quantity	х	Unit Price	х	Factor	=	LineTotal
		Ir	nstallation	HR	0.00	х	\$4.50	х	1.1296	=	\$0.00
											\$0.00
		User Note:	:								
		Item Note:	: For tasl only.	ks not i	ncluded in the Co	nst	truction Task	Ca	talog® ar	nd as dire	ected by owner
	0	vner Comments:									
	01										

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58	01222000001	7	HR	Laborer						
	Added	-		Quant	ity x	Unit Price	х	Factor	=	LineTotal
		Installation	HR	30.	00 x	\$68.23	х	1.1296	=	\$2,312.18
										\$2,312.18

User Note: **(3) EA laborer at 10hr EA to help with rail bend**

	Item Note: For task only.	s not	included in the Co	nst	ruction Task	Ca	talog® an	d as dir	ected by owner
	Owner Comments:								
Cont	ractor Comments:								
59	012220000017	HR	Laborer						
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	HR	24.00	х	\$68.23	х	1.1296	=	\$1,849.74
								-	\$1,849.74

User Note: (3) EA at 8hr for flash welding support

C	Owner Comments:								
Contr	ractor Comments:								
60	012220000074	DAY	Pilot Vehicle With	Driv	/er				
	Added		Quantity	x	Unit Price	х	Factor	=	LineTota
	Installa	tion DAY	2.00	х	\$823.16	х	1.1296	=	\$1,859.68
									\$1,859.68
			and radio, "Follow	Me	" sign, "Wait	For	Pilot Car	" signs o	
C	Item Note: Incl	udes CB a	and radio, "Follow	Me	" sign, "Wait	For	Pilot Car	" signs o	
 -	Item Note: Incl whe	udes CB a	and radio, "Follow	Me	" sign, "Wait	For	Pilot Car	" signs o	
 -	Item Note: Incl whe Dwner Comments:	udes CB a	and radio, "Follow						\$1,859.68 n barricades
Contr	Item Note: Incl whe Dwner Comments: ractor Comments:	udes CB a re require	and radio, "Follow d.	Powe		Air C			
 Contr	Item Note: Incl whe Dwner Comments: ractor Comments: 012223000130	udes CB a re require 	nd radio, "Follow d. 185 CFM Diesel F	yowe	ered Portable	Air C x	Compresso	ur	n barricades

Item Note:	
Owner Comments:	
Contractor Comments:	

\$1,027.35

Contractor Price Proposal Detail By Category Report Version: 1.1



62 012	223000650	DAY	4 x 1,000 Watt Flo Mounted Light Tov		ghts, 30' Teles	scop	ing Tower	r, Diese	el Power Trailer
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	DAY	6.00	х	\$151.58	х	1.1296	=	\$1,027.35

User Note: 2 days per AWW for (3) AWW's

	Item Note:								
0	Owner Comments:								
Cont	ractor Comments:								
 63	012223000843	WK	2,000 PSI Pressur	e٧	asher With F	ull-T	ime Opera	tor	
	Added		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	WK	2.00	х	\$2,945.80	х	1.1296	=	\$6,655.15
								_	\$6,655.15
	User Note: **to aid	in clea	aning trough**						

	Item Note:							
C	Owner Comments:							
Cont	ractor Comments:							
64	012223000882	DAY	6 Ton Lift, Truck Mou	nted Hydraulio	c Cra	ane With Fu	ull-Time C	perator
	Added		Quantity x	Unit Price	х	Factor	=	LineTotal
	Installation	DAY	6.00 x	\$1,073.03	х	1.1296	=	\$7,272.57
								\$7,272.57

User Note: **In Lieu of Mechanics truck during all 3 AWW's**

	Item Note:								
C	Owner Comments:								
Conti	ractor Comments:								
65	012223001284	WK	1-1/2 Ton Capacit Truck Driver	y, 8	' To 10' Bed, 4	x 2	Flat Bed	Fruck With	Full-Time
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	WK	2.00	х	\$3,522.97	х	1.1296	=	\$7,959.09
									\$7,959.09
	User Note:								
	Item Note:								
C	Owner Comments:								
 Conti	ractor Comments:								

Contractor Price Proposal Detail By Category Report Version: 1.1



66	012223001304	WK	3/4 Ton, 4 x 4 Crev	w C	ab Pickup Tru	ick V	Vith Full-Ti	me Trucł	k Driver
	Added		Quantity	х	Unit Price	x	Factor	=	LineTotal
	Installation	WK	2.00	х	\$3,705.99	х	1.1296	=	\$8,372.57
								_	\$8,372.57
	User Note: (3) AWV	V's + (2	2) Weeks						
	Item Note:								
0	wner Comments:								
Contr	actor Comments:								
67	012223001323	DAY	5,000 Gallon Vacu	um	Truck With Fu	ull-T	ime Truck	Driver	
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	DAY	4.00	х	\$1,619.72	х	1.1296	=	\$7,318.54
								_	\$7,318.54
	User Note: **to help	o clean	trough**						
	Item Note:								
0	wner Comments:								
Contr	actor Comments:								
68	012223001351	DAY	Highrail Truck With	n Cr	rane And Full-	time	Driver		
	Added		Quantity	x	Unit Price	х	Factor	=	LineTotal
	Installation	DAY	8.00	х	\$705.16	х	1.1296	=	\$6,372.39
								_	\$6,372.39
	User Note: In-lieu o	f Prent	tice Loader, incluc	les	use for Rail	Mo	ve (3) AW	/W's + (2	2) rail moves
	Item Note:								
0	wner Comments:								
Contr	actor Comments:								
69	012223001363	DAY	Speedswing Loade	ər					

User Note: *2 EA for rail move + (3) AWW + (2) for flash weld support

10.00 x \$336.23

x 1.1296

Item Note:	
Owner Comments:	
Contractor Comments:	

Installation DAY

Contractor Price Proposal Details Report

=

\$3,798.05

\$3,798.05

Metropolitan Transit System

. allilla.									
	70	012223001432	DAY	Railroad Flat Car					
		Added		Quantity x	Unit Price	x	Factor	=	LineTota
		Installation	DAY	12.00 x	\$129.32	х	1.1296	=	\$1,752.9
								_	\$1,752.9
		User Note: *in lieu	of rail (carts x12					
		Item Note:							
	C	wner Comments:							
	Contr	actor Comments:							
	71	018987710001	LF	CALTRAN 710360 C CULVERT (LF)	LEANING, INS	SPE	CTING, AN	ID PREP/	ARING
		Added		Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	LF	1,574.00 x	\$39.96	х	1.1296	=	\$71,048.5
								_	\$71,048.50
		User Note: *help cl	ean ar	nd prepping rail troug	h**				
		Item Note:							
	C	wner Comments:							
	Contr	actor Comments:							
	72	018987710001 0177	LF	For >1,000 To 2,000,	Deduct				
		Added		Quantity x	Unit Price	x	Factor	=	LineTota
		Installation	LF	1,547.00 x	-\$5.50	х	1.1296	=	-\$9,611.20
								_	-\$9,611.20
		User Note:							
		Item Note:							
	C	wner Comments:							
	Contr	actor Comments:							
	73	018987710002	CY	CALTRAN 710368 C	ULVERT SLU	RRY	-CEMENT	BACKFIL	L
		Added		Quantity x	Unit Price	x	Factor	=	LineTota
		Installation	CY	5.00 x	\$165.90	х	1.1296	=	\$937.00
Equipme	ent Exclu	ıded						_	\$937.00
		User Note: **filler n	nateria	l between RRI & Edg	ge of paveme	ent*	*		
		Item Note:							
	C	wner Comments:							
	Contr	actor Comments:							

Contractor Price Proposal Detail By Category Report Version: 1.1



74	018988800007	LF	CALTRAN 800103 CL-6)	3 TE	EMPORARY F	ENG	CE (TEMP	ORAR	Y FENCE (TYPE
	Added		Quantity	х	Unit Price	х	Factor	=	LineTotal
	Installation	LF	500.00	х	\$3.14	х	1.1296	=	\$1,773.47
									\$1,773.47

User Note: *Fence to prevent public access to trackway during construction

 	Item Note:								
	wner Comments:								
Contr	actor Comments:								
75	029050000198	DAY	Vehicle, 16' Or 24'	Bo	x Truck (Inclu	sive	Of Mileage	e)	
	Added		Quantity	х	Unit Price	х	Factor	=	LineTota
	Installation	n DAY	4.00	х	\$146.37	х	1.1296	=	\$661.3
								_	\$661.3
	User Note: *In Lie	u of we	lding van						
	Item Note:								
0	wner Comments:								
Contr	actor Comments:								
76	079123000012	LF	3" Polyethylene O	r Po	lyurethane Ba	acke	r Rod		
	Added		Quantity	х	Unit Price	x	Factor	=	LineTota
	Installation	n LF	1,574.00	х	\$3.78	х	1.1296	=	\$6,720.8
								_	\$6,720.8
	User Note:								
	Item Note:								
0	wner Comments:								
 Contr	actor Comments:								
 77	09390000005	LF	10" Wide, 12 mil P KERDI FLEX)	oly	ethylene Wate	erpro	of Strip Me	embrane (Schluter®
	Added		Quantity	х	Unit Price	x	Factor	=	LineTota
	Installation	n LF	1,574.00	х	\$6.98	х	1.1296	=	\$12,410.3
								_	\$12,410.3
	User Note: *Wate	rproofin	g						
	Item Note:								
 0	wner Comments:								
 Contr	actor Comments:								

Metropolitan Transit System

and a state of the second s									
	78	313236000072	EA	Mobilization (In State))				
		Added		Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	EA	1.00 x	\$7,800.00	х	1.1296	=	\$8,810.8
									\$8,810.8
		User Note: **Flash-	Butt V	Velding mobilization of	cost**				
		Item Note:							
	C	Winer Comments:							
	Contr	ractor Comments:							
	79	341113230003	EA	Field Welding Kit					
		Added		Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	EA	28.00 x	\$762.12	х	1.1296	=	\$24,104.9
									\$24,104.9
		User Note: (16) Fla	sh Bu	tt Welds + (12) Field	Welds				
		Item Note:							
	C	Owner Comments:							
	Contr	ractor Comments:							
	80	341113230004	EA	Field Weld Testing					
		Added		Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	EA	28.00 x	\$68.32	х	1.1296	=	\$2,160.8
									\$2,160.8
		User Note:							
		Item Note:							
	C	Wher Comments:							
	Contr	ractor Comments:							
	81	341113230031	LF	Install Owner Furnish	ed 115 LB Ra	ul			
		Added		Quantity x	Unit Price	х	Factor	=	LineTota
		Installation	LF	1,858.00 x	\$13.83	х	1.1296	=	\$29,026.3
									\$29,026.3
		User Note:							
		Item Note: Includes	s reus	e of existing plates. E	xcludes bal	ast	and ties.		
	c	Owner Comments:							



	82	341113230060					er Assembly	-01 /		55	
		Added	-		Quantity	х	Unit Price	х	Factor	=	LineTotal
		Ins	tallation	EA	690.00	х	\$91.14	х	1.1296	=	\$71,036.70
	N	Aaterials Excluded								-	\$71,036.70
		User Note:	**no inse	erts to	be replaced, ass	ume	ed all are in	goo	d conditio	N**	
			Note: Ind Pandrol		fastener with pac	d, c	oncrete inse	rts,	bolts, spri	ng was	hers and
	(Owner Comments:	ranurur	ciips.							
	Cont	tractor Comments:									
	83	341113230060		EA	Direct Fixation Fa	sten	er Assembly	For A	All Rail Size	es	
		Added	-		Quantity	x	Unit Price	x	Factor	=	LineTotal
		Ins	tallation	EA	220.00	х	\$158.76	х	1.1296	=	\$39,453.77
_abor Excluded		Equipment Excluded								-	\$39,453.77
			(220) EA	F20F	R4 + (100) EA Co	ncre	ete Inserts **	Mat	terial Only	**	
		Item Note:	Note: Inc	cludes	fastener with pac	d, c	oncrete inse	rts,	bolts, spri	ng was	hers and
			Pandrol		•					0	
		Owner Comments:									
	Cont	ractor Comments:									
	84	341113230065		TF	Remove And Disp	ose	Of Existing T	rack			
	84	341113230065 Added	-	TF	Remove And Disp Quantity		Of Existing T Unit Price		Factor	=	LineTota
	84	Added	- tallation	TF TF		x		x		=	
	84	Added	- tallation		Quantity	x	Unit Price	x	Factor		\$2,834.73
	84	Added	- tallation		Quantity	x	Unit Price	x	Factor		\$2,834.73
	84	Added Ins User Note:		TF	Quantity	x x	Unit Price \$16.73	x x	Factor		\$2,834.73
		Added Ins User Note:		TF	Quantity 150.00	x x	Unit Price \$16.73	x x	Factor		\$2,834.73
	(Added Ins User Note: Item Note:		TF	Quantity 150.00	x x	Unit Price \$16.73	x x	Factor		\$2,834.73
	(Added Ins User Note: Item Note: Owner Comments:		TF	Quantity 150.00	x x and	Unit Price \$16.73 d spikes/clips	x x s.	Factor 1.1296		\$2,834.73 \$2,834.73
	Cont	Added Ins User Note: Item Note: Owner Comments: tractor Comments:		TF	Quantity 150.00 ties, rails, plates Remove And Disp	x x and	Unit Price \$16.73 d spikes/clips	x x S.	Factor 1.1296		\$2,834.73 \$2,834.73
	Cont	Added Ins User Note: Item Note: Owner Comments: tractor Comments: 341113230067 Added		TF	Quantity 150.00 ties, rails, plates Remove And Disp	x x and bose x	Unit Price \$16.73 d spikes/clips /Recycle Of E	x x s. xisti x	Factor 1.1296 ng Direct F	= 	\$2,834.73 \$2,834.73
	Cont	Added Ins User Note: Item Note: Owner Comments: tractor Comments: 341113230067 Added	Note: Inc	TF cludes TF	Quantity 150.00 ties, rails, plates Remove And Disp Quantity	x x and bose x	Unit Price \$16.73 d spikes/clip: /Recycle Of E Unit Price	x x s. xisti x	Factor 1.1296 ng Direct F Factor	= 	\$2,834.73 \$2,834.73 Fastener LineTotal \$18,366.64
	Cont	Added Ins User Note: Item Note: Owner Comments: atractor Comments: 341113230067 Added Ins	Note: Inc	TF cludes TF TF	Quantity 150.00 ties, rails, plates Remove And Disp Quantity	x x and x x x	Unit Price \$16.73 d spikes/clip: /Recycle Of E Unit Price	x x s. xisti x	Factor 1.1296 ng Direct F Factor	= 	\$2,834.73 \$2,834.73 Fastener LineTotal \$18,366.64
	Cont	Added Ins User Note: Item Note: Owner Comments: atractor Comments: 341113230067 Added Ins	Note: Inc	TF cludes TF TF	Quantity 150.00 ties, rails, plates Remove And Disp Quantity 787.00	x x and x x x	Unit Price \$16.73 d spikes/clip: /Recycle Of E Unit Price	x x s. xisti x	Factor 1.1296 ng Direct F Factor	= 	LineTotal \$2,834.73 \$2,834.73
	Cont 85	Added Ins User Note: Item Note: Owner Comments: atractor Comments: 341113230067 Added Ins User Note:	Note: Inc	TF cludes TF TF	Quantity 150.00 ties, rails, plates Remove And Disp Quantity 787.00	x x and x x x	Unit Price \$16.73 d spikes/clip: /Recycle Of E Unit Price	x x s. xisti x	Factor 1.1296 ng Direct F Factor	= 	\$2,834.73 \$2,834.73 Fastener LineTotal \$18,366.64

	86	341193000029		TF	EPFLEX® Railsea	ıl Int	terface For Re	esisti	ve Materia	I	
		Added	-		Quantity	x	Unit Price	х	Factor	=	LineTotal
		Instal	lation	TF	929.00	х	\$156.09	х	1.1296	=	\$163,800.60
		ſ	Demo	TF	929.00	х	\$0.49	х	1.1296	=	\$514.21
										-	\$164,314.81
		User Note:									
		Item Note:									
	Ow	ner Comments:									
	Contra	ctor Comments:									
						Tot	tal For Cate	gor	y Track:		\$505,893.97
									Total:		\$698,473.76
Proposal Total:									\$698,473.76		
The Percentage of Non Pre-Priced on this Proposal:									0.00%		

Date

Contractor Project Manager Herzog Contracting Corp

EXHIBIT C (Subcontractor Listing)



Subcontractor Report

Date: 5/21/2021

Job Order Contracting

Contract #:	PWG269.0-19
Job Order #:	MTSJOC269-11
Job Order Title:	America Plaza Rail Replacement
Location:	Blue Line ROW
Contractor:	Herzog Contracting Corp
Subcontractors:	Acme Safety & Supply Corp.
	Angus Asphalt
	Penhall

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Acme Safety & Supply Corp. 1616 West Ave. , National City, CA 91950		Traffic Control		\$3,000.00	0.43%
Angus Asphalt PO Box 711539 , San Diego, CA 92072		Concrete and Asphalt Placement		\$50,000.00	7.16%
Penhall 1801 PENHALL WAY ANAHEIM 92801 CA United States of America, Anaheim, CA 92801	CSLB:568673	Saw cut & demo		\$20,000.00	2.86%



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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

ON-CALL PLUMBING REPAIR 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. PWG331.0-21 (in substantially the same format as Attachment A), with Drain Medic, Inc., (Drain Medic), a Woman Owned Business Enterprise (WBE) and Small Business (SB), for on-call plumbing repair services for a period of one (1) base year and an additional two (2) option years for a total contract value of \$341,849.61.

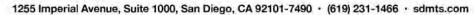
Budget Impact

The total budget for this project shall not exceed \$341,849.61. The project is funded through the respective fiscal years' maintenance operating budget accounts as follows:

	Budget	
Program	Account	Amount
Land Management (LM)	791010-571250	\$48,658.79
San Diego Trolley (SDTI) Facilities Department	380016-536300	\$179,270.85
	845012-571140	\$45,000.00
Bus Rapid Transit (BRT)	846012-571140	\$23,919.97
	848012-571140	\$45,000.00
Total Amount		\$341,849.61

DISCUSSION:

As part of its normal operations, MTS requires a contractor to provide on-call plumbing repair services at various MTS stations and properties. These services include minor to complex plumbing repairs and/or services on an as-needed basis. These services are



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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway. Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities. necessary to ensure that plumbing repairs at MTS facilities and properties are responded to and repaired in a timely professional manner, so as to mitigate damage to MTS infrastructure and lessen the impact of plumbing issues on both MTS employees and tenants. The existing contract for these services is due to expire on June 30, 2021.

On March 18, 2021, MTS issued an Invitation for Bids (IFB) for On-Call Plumbing Repair Services.

Five bids were submitted on April 16, 2021 from the following firms:

Firm	Certifications	Bid Amount
Drain Medic, Inc.	WBE, SB	\$341,849.61
Pipe Trades	SB	\$351,203.73
BPI Plumbing	Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), SB	\$392,802.45
HPS Mechanical, Inc.		\$397,750.45
Countywide Mechanical		
Systems, Inc.		\$520,814.78

By a comparison to MTS's Independent Cost Estimate (ICE) at \$348,131.16, MTS staff determined Drain Medic's bid to be fair and reasonable.

Drain Medic is a registered WBE and SB firm.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. PWG331.0-21 (in substantially the same format as Attachment A), with Drain Medic for on-call plumbing repair services for a period of one (1) base year and an additional two (2) option years for a total contract value of \$341,849.61.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc. No. PWG331.0-21 B. Bid Summary

STANDARD AGREEMENT FOR

MTS DOC. NO. PWG331.0-21

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: Drain Medic, Inc.	Address:	P.O. Box 7886
		San Diego, CA 92167
Form of Business: <u>S. Corp.</u> (Corporation, Partnership, Sole Pr	roprietor, etc.) Email:	General@DrainMedic.com
Telephone: <u>619.298.3440</u>		
Authorized person to sign contracts	Linda Voight	CEO/RMO
	Name	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 1 base years and 2 option years, exercisable at MTS's sole discretion, for a total of 3 years. Base period shall be effective July 1, 2021 through June 30, 2022 and option years shall be effective July 1, 2022 through June 30, 2024, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$111,189.72 for the base years and \$230,659.89 for the option years, for a contract total not to exceed \$341,849.61 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	DRAIN MEDIC, INC.
By: Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
By:	Title:
Karen Landers, General Counsel	

BID EVALUATION - ON-CALL PLUMBING REPAIR SERVICES

			BPI		cc	OUNTYWIDE MECHAI	NICAL		DRAIN MEDIC			HPS MECHANIC	AL		PIPE TRADES	
	Table I	Year 1	Optional Year 1	Optional Year 2	Year 1	Optional Year 1	Optional Year 2	Year 1	Optional Year 1	Optional Year 2	Year 1	Optional Year 1	Optional Year 2	Year 1	Optional Year 1	Optional Year 2
Item	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Journeyman Hourly Labor Rate/Non-Emergency Response Time/ Regular Service Hours	\$ 150.00	\$ 150.00	\$ 150.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 125.11	\$ 128.11	\$ 131.11	\$ 145.00	\$ 150.00	\$ 160.00	\$ 125.41	\$ 125.41	\$ 125.41
2	Apprentice Hourly Labor Rate/Non-Emergency Response Time/ Regular Service Hours	\$ 115.00	\$ 115.00	\$ 115.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 79.49	\$ 82.49	\$ 85.49	\$ 94.00	\$ 101.00	\$ 115.00	\$ 100.17	\$ 100.17	\$ 100.17
3	Journeyman Hourly Labor Rate/Emergency Response Time/Non-Regular Service Hours	\$ 175.00	\$ 175.00	\$ 175.00	\$ 292.00	\$ 292.00	\$ 292.00	\$ 159.11	\$ 162.11	\$ 165.11	\$ 224.00	\$ 235.00	\$ 255.00	\$ 187.61	\$ 187.61	\$ 187.61
4	Apprentice Hourly Labor Rate/Emergency Response Time/Non-Regular Service Hours	\$ 130.00	\$ 130.00	\$ 130.00	\$ 292.00	\$ 292.00	\$ 292.00	\$ 113.49	\$ 116.49	\$ 119.49	\$ 165.00	\$ 172.00	\$ 182.00	\$ 149.75	\$ 149.75	\$ 149.75
5	Materials Allowance															
6	Maximum markup permitted on materials 5% (Bidders to choose between 0%-5%)	5.00%	5.00%	5.00%	3.00%	4.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
	Total	\$ 130,322.00	\$ 130,581.35	\$ 131,899.10	\$ 172,721.20	\$ 173,250.48	\$ 174,843.10	\$ 111,189.72	\$ 113,597.07	\$ 117,062.82	\$ 126,530.00	\$ 130,909.35	\$ 140,311.10	\$ 116,455.76	\$ 116,715.11	\$ 118,032.86
	Grand Total	\$		392,802.45	\$		520,814.78	\$		341,849.61	\$		397,750.45	\$		351,203.73



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

AGENDA ITEM NUMBER NOT USED



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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.



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Agenda Item No. <u>12</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

SUPPLY 115RE HEAD HARDENED STEEL RAIL - 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. L1575.0-21 (in substantially the same format as Attachment A), with Progress Rail Services Corporation, for the one-time supply of 106 tons of 115RE head hardened steel rail, in the amount of \$132,375.19.

Budget Impact

The total cost for this project shall not exceed \$132,375.19. This project is funded as follows:

Project	WBSE	Amount
Grade Crossing Replacement	2005109201	\$82,422.29
America Plaza and Kettner Rail Replacement	2005112201	\$49,952.90
	Total	\$132,375.19

DISCUSSION:

The current UC San Diego Blue Line terminates service at America Plaza. With the opening of the Mid-Coast extension at the end of 2021, Blue Line Trolley service will continue through America Plaza, across the Kettner Blvd. grade crossing, and continue north to the new terminal at the University Town Center (UTC).

To minimize the potential risk of future service disruptions, MTS is contracting with Herzog Contracting Corp. to replace approximately 800 track feet of existing rail, including waterproofing, fasteners, and rubber rail interface at America Plaza Trolley Station, and replace the existing grade crossing at Kettner Blvd. The materials required for this project will be owner furnished due to potential delays in material lead times.

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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities:

MTS is looking for a contractor to furnish 106 tons of 115RE head hardened steel rail for the Grade Crossing and America Plaza/Kettner rail replacement projects.

On March 17, 2021, MTS issued an Invitation for Bids (IFB), and five bids were received by the due date of April 23, 2021 from the following bidders:

Name	Amount	Delivery Costs	Sales Tax	Overall Total Amount
Progress Rail	\$122,854.00	\$0	\$9,521.19	\$132,375.19
A&K Railroad Materials, Inc.	\$110,240.00	\$15,293.68	\$8,543.60	\$134,077.28
L.B. Foster Company	\$135,044.00	\$0	\$10,465.91	\$145,509.91
Gantrex, Inc.	\$142,040.00	\$0	\$11,008.10	\$153,048.10
Technology International, Inc.	\$168,010.00	\$0	\$13,020.78	\$181,030.78
MTS Independent Cost Estimate (ICE)	\$123,596.00	\$0	\$9,578.69	\$133,174.69

MTS staff has deemed Progress Rail to be the lowest responsive and responsible bidder. Staff has determined the bid to be fair and reasonable by comparison of bids received and MTS's ICE shown above.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1575.0-21 (in substantially the same format as Attachment A), with Progress Rail Services Corporation, for the one-time supply of 106 tons of 115RE head hardened steel rail, in the amount of \$132,375.19 effective July 1, 2021.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc. No. L1575.0-21 B. Scope of Work C. Bid Summary 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101 Tel 619.231.1466 Fax 619.234.3407

STANDARD AGREEMENT FOR MTS Doc No: L1575.0-21

115RE HH RAIL PROCUREMENT

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:	Progress Rail Services Co	rporation Address	s: 1600 Progress Drive
			Albertville, Alabama 35950
	Business: <u>Corporation</u> poration, Partnership, Sole P	roprietor, etc.) Ema	l: kroney@progressrail.com
Telephor	ne: (256) 505-6710		
Authorize	ed person to sign contracts	Kelly Roney	Vice President
		Name	Title

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 July 1, 2021 through October 31, 2021 to allow for delivery and invoicing.

Delivery shall be ninety (90) calendar days after MTS issues the Notice to Proceed (estimated July 1, 2021).

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$132,375.19 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	PROGRESS RAIL SERVICES CORPORATION
By:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
By:	Title:
Karen Landers, Office of General Counsel	

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

4.1. GENERAL

Contractor shall provide 106 Tons of 115 RE head hardened steel rail in 80-ft lengths with 10% shorts as a one-time purchase.

This section includes specifications for the manufacturing, testing, fabricating, shipping, and unloading of steel rail as specified herein.

4.2. **REFERENCES**

This section incorporates by reference the latest revisions of the following documents:

- A. The American Railway Engineering and Maintenance-of-Way Association (AREMA)
 - i. AREMA Manual for Railway Engineering (AREMA Manual)
 - ii. Portfolio of Trackwork Plans
 - iii. Specifications for Special Trackwork
- B. Association of American Railroads (AAR)
 - i. AAR: Manual of Standards and Rec. Practices
- C. ASTM International
 - i. ASTM A578/A578M Standard Specification for Straight-Beam Ultrasonic Examination of Rolled Steel Plates for Special Application
 - ii. ASTM E10 Standard Test Method for Brinell Hardness of Metallic Materials
 - iii. ASTM E164 Standard Practice for Contact Ultrasonic Testing of Weldments
- D. American Welding Society (AWS)
 - i. AWS B2.1: Standards for Welding Procedures and Performance Qualifications
 - ii. AWS D1.1: Structural Welding Code

4.3. SUBMITTALS

Awarded bidder shall submit the following two (2) weeks after MTS issues the Notice to Proceed:

- A. Product Data: Submit the following product data for each rail section:
 - i. Steel manufacturing process
 - ii. Hydrogen elimination process
 - iii. Heat treatment process, as applicable
 - iv. Alloy rail chemical composition

- v. Production records and production test results. These records and test results shall be provided at the time of shipment of associated rails.
- B. Submit Test Program Plan and test results as required under the program.
- C. Mill Certificates: Submit mill certifications complete with the following data with each shipment:
 - i. Rail section and type
 - ii. Heat number
 - iii. Number of pieces in each heat
 - iv. Chemical analysis
 - v. Brinell hardness readings
 - vi. Macroetch test results
 - vii. Ultrasound test results
- D. Method for hydrogen elimination.
- E. Method for head hardening premium rail.
- F. Description of the ultrasonic testing procedures, and certifications for the testing personnel. Hard copy results for rails with reject able discontinuities.
- G. Method of identifying the rail.
- H. Method of handling, loading, shipping, unloading and stockpiling the running rail not later than 30 days before shipment. Include working drawings showing the rail stocking arrangement.
- I. Ultrasonic Technician qualification certification for the individuals actually conducting the testing at least 30 days before the commencement of the in-plant inspection.

4.4. QUALITY ASSURANCE

- A. Develop and maintain a quality control program regulating methods, procedures, and processes to ensure compliance with standards of quality as specified herein.
- B. Test Program Plan
 - i. Provide a test program plan including a product flow chart identifying the approach for accomplishing each of the specified rail inspections and tests. Make available at rail mill a detailed narrative for each test and inspection describing the test set-up; equipment and instrumentation used; procedure implemented; and the anticipated, as well as acceptable, test results. Include drawings showing the relationship of the rail and significant components of the test equipment, as necessary, to describe the test set-up and procedure. Include in the test program plan the test sequencing.

- ii. Include key equipment specifications and calibration methods as requested for testing equipment used to perform rail testing and inspection in the test program plan. Indicate the calibration certificates to be submitted with the test reports.
- iii. Include the identity and qualifications of personnel who performs rail testing and inspection and certification records for personnel who perform nondestructive testing.
- iv. Include a description list of the testing facilities.
- v. Include the proposed format for reporting test data.
- vi. Include the projected schedule for submittals of test procedures, test executions, and test results reports.
- vii. After approval of the test program plan, have proposed changes approved by the contractor QC or its designee before implementing the change.
- viii. Perform tests and analyses specified in Chapter 4, Part 2, of the AREMA Manual and submit the results in accordance with this Section.
- C. Testing Facilities Perform rail inspection and testing at the rail mill using qualified manufacturer's personnel. The rail mill will use the equipment for the rail testing and inspection described herein. Rail testing and inspection equipment, and personnel, will be subject to approval by the contractor QC or its designee. The contractor QC or its designee, or an independent witness designated by the contractor QC or its designee, will monitor the operations at the rail plant to ensure that the inspections and tests are being performed in accordance with accepted procedures and in compliance with these Specifications.
- D. Qualification of Testing Personnel
 - i. Use personnel performing tests and inspections who are qualified for such Work by virtue of previous experience or training.
 - ii. Use personnel performing nondestructive testing who are qualified and certified in accordance with the American Society for Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only persons certified for NDT Level I, and Working under a NDT Level II person or persons certified for NDT Level II, may perform nondestructive testing.
- E. Testing Equipment Use testing equipment that is in good operating condition, of adequate capacity and range, and accurately calibrated, that is calibrated, certified and traceable to recognized national standards such as the National Institute of Standards and Technology. Calibrate testing equipment in accordance with the accepted Quality Assurance Plan.
- F. Test Report
 - i. The rail mill's standard, computer-generated, test reports may be used upon review and acceptance by the contractor QC or its designee. Supplemental

reports may be required by the contractor QC or its designee, to provide additional information. Submittal list shows requirements.

- ii. MTS Notification Notify MTS and contractor QC or their designee in writing not less than five Working days in advance of dates scheduled for any tests or inspections. MTS and contractor QC or their designee retains the right to witness the tests.
- iii. Whether or not the Engineer inspects or tests any materials, the Contractor shall not be relieved from any responsibility regarding defects or other failures to meet the Contract requirements, nor shall such inspection or testing by the Engineer be considered as a guarantee of acceptance of any material that may be delivered later.

G. Tolerances

- i. Manufacturing tolerances and Dimensions to conform to the AREMA Manual "Specifications for Steel Rails".
- ii. Workmanship to conform to AREMA Manual, Chapter 4, Section 2.1.13, "Workmanship."

4.5. PRODUCTS

- i. 115 RE rail where specified shall be high strength head hardened steel rail conforming to AREMA Volume 1, Chapter 4, Section 2.1, Specifications for Steel Rails.
- ii. Furnish rails with blank ends in 80-ft lengths with 10% shorts unless otherwise noted.

4.6. EXECUTION

- A. Manufacture:
 - i. Conform to AREMA Manual, Chapter 4, Section 2.1.2, "Manufacture."
 - ii. Conform to AREMA Manual, Chapter 4, Section 2.1.7, "Hydrogen Elimination."
- B. Rail cutting and end preparation:
 - i. Rails used for electric-flash butt welds shall have their ends saw-cut or abrasive disc-cut clean and square by means of accepted equipment.
 - ii. Torch cutting of rail is prohibited.
 - iii. The head and base of the rail for a length of approximately six inches from welding end shall have mill scale removed down to bright metal.
 - iv. All burrs shall be removed from the area where the welding current carrying electrodes contact on the head and base of the rail.
 - v. Holes will not be permitted in the rail, except as approved by the Engineer.

C. Testing:

- Brinell Hardness Test Perform in accordance with AREMA Manual, Chapter 4, Section 2.1.3.2, Surface Hardness" and 2.1.3.3, "Internal Hardness of High Strength Rail."
- ii. Ultrasonic Testing Determine the internal condition of the rails by nondestructive testing in accordance with AREMA Manual, Chapter 4, Section 2.1.8, "Ultrasonic Testing."
- iii. Manual ultrasonic testing In accordance with AREMA Manual Chapter 4, Section 2.1.17.2, "Manual Ultrasonic Testing."
- iv. Tensile Test Perform in accordance with AREMA Manual Chapter 4, Section 2.1.3.4, "Tensile Properties."
- v. Brinell Hardness Test Perform in accordance with Per AREMA Manual Chapter 4, Section 2.1.3.3, "Internal Hardness of High-Strength Rail."
- vi. Macroetch Test Perform in accordance with AREMA Manual Chapter 4, Section 2.1.9, "Interior Condition/Macroetch Standards."
- vii. Defective Rail Rework, retreat, cut-back or reject rails failing to meet the requirements of these Specifications in accordance with the AREMA Manual.

4.7. MEASUREMENT AND INVOICE PAYMENT

- A. Measurement of acceptable materials shall be by the actual number of tons manufactured and delivered in accordance with the specifications.
- B. Payment shall be made for each ton of rail delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.
- C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vender at his expense.
- D. MTS shall process the invoice for payment within thirty (30) days of the final invoice approval date. Invoices must be sent to the MTS Accounting Department, via email, at <u>ap@sdmts.com</u>, including along with supporting delivery receipts. 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.
- E. 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.

4.8. 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.

4.9. **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.

4.10. DELIVERY AND ACCEPTANCE

Delivery shall be ninety (90) calendar days after MTS issues the Notice to Proceed.

Delivery shall be in accordance with AREMA Paragraph 2.1.16 and the following:

Bidders may choose either rail or truck option to make their delivery. All deliveries should meet the instructions shown in the scope of work. Total delivery cost (if any is charged) should be included in the bid form.

MTS will be responsible for hiring a separate contractor to unload. Bidder is responsible for all other shipping/delivery costs.

If delivering by rail, bidder will contact their connecting railroad, and ask for a rate to San Diego on the BNSF for delivery to the San Diego & Imperial Valley Railroad (SDIY). The rail car will need to be routed from point of origin to BNSF/San Diego/SDIY for delivery. SDIY will deliver the car to MTS Track S13.

If delivering by truck, the delivery location shall be at north of Sigsbee Street on the Blue Line at 1699 Main Street, San Diego, CA 92113.

Because of all the coordination involved, the Contractor shall notify the San Diego Trolley five (5) calendar days prior to delivery of the rail to allow unloading by MTS.

The deliverable provided under this contract shall be delivered F.O.B. to the addresses 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.

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).

ATTACHMENT C PROCUREMENT OF 115RE HEAD HARDENED STEEL RAIL MTS DOC. NO. L1575.0-21

		-	endent Cost ate (ICE)	Progr	ess Rail		Railroad ials, Inc	L.B. F	oste	r Company	Ganti	rex, Inc.		echnology national, In	c.
Description	Quantity (Unit of Measure Tons)	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit C	ost	Extended Cost	Unit Cost	Extended Cost	Unit Co	st Extend Cos	
115RE Head Hardened Steel Rail	106	\$1,166.00	\$123,596.00	\$1,159.00	\$122,854.00	\$1,040.00	\$110,240.00	\$1,27	4.00	\$135,044.00	\$1,340.00	\$142,040.00	\$1,585	.00 \$168,0 ⁻	10.00
Total Delivery Cost (if applicable)		\$0.00		\$0.00		\$15,293.68			\$0.00		\$0.00		:	\$0.00	
Total (Basis for Award)		\$123,596.00		\$122,854.00		\$125,533.68			\$135,044.00		\$142,040.00		\$168,0 ⁻	10.00	
CA Sales Tax			\$9,578.69		\$9,521.19		\$8,543.60			\$10,465.91		\$11,008.10		\$13,02	20.78
Overall Total (Board Approval) \$133,174.69		\$133,174.69		\$132,375.19		\$134,077.28			\$145,509.91		\$153,048.10		\$181,03	30.78	
					1		2		:	3		4		5	



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Agenda Item No. <u>13</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

FARE COLLECTION CHANGE ORDERS – AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 7 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 \$270,050.09.

Budget Impact

The total budget for this project shall not exceed \$43,240,719.85 as shown in the table below. This project is funded by Capital Improvement Program (CIP) 1009004902 – Fare System Upgrades.

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

Table continued on next page...



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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

03/18/21	03/11/21	AM 6	Change Orders - adds customer and institution website scope updates, adds a new reduced fares program enrollment, adds driver control unit screen flow changes, adds SAGE operator separation, adds Customer Relationship Module (CRM) payment encryption changes and applies the fare media capital credit	\$765,271.76
TBD	06/17/21	AM 7	Change Orders – adds transfer and business rule changes to website and CRM; modified 2 phase bus validator and Driver Control Unit (DCU) installation; installation of modified ticket validator arm	\$270,050.09
			Total Board Approved Amount	\$43,240,719.85

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. 7 adds the following change orders:

1. Transfer and business rule changes to website and CRM

The new PRONTO fare system will allow free transfers for one-way fares within two hours of the first boarding. The policy will require a PRONTO account in order to access free transfers. There are necessary business rules and sales channel language modifications needed in order to support the new policy.

2. Modified 2 phase bus validator and DCU installation

The PRONTO fare system will require a two phased installation approach in order to successfully install the new INIT validator, DCU and GFI Genfare (GFI) farebox upgrade. During the first phase, INIT will install a validator on all the buses but will leave the current Cubic DCU in place until go-live. GFI will then start upgrading the old Genfare fare boxes at go-live. As GFI finishes each farebox upgrade, INIT will follow behind, remove the old Cubic driver control unit and install the new INIT driver control unit.

This second phase requires additional costs associated with staging installations a second time. The second installation is necessary in order to minimize the impact on our customers and to reduce the transition timeline. Phase 2 will also incur installation on 20 buses that were not accounted for in the initial cost.

In addition, the ticket validator needs to be installed on a modified arm to accommodate the new driver barriers installed on the bus. This additional install will occur on 290 vehicles and will take approximately 2 weeks.

Amendment No. 7 costs are summarized below:

Change Order	Sub-Total	Total Amount
1. Transfer and business rule changes to website & CRM		\$63,143.50
2. Modified 2 phase bus validator and DCU installation		
2.a. Additional cost for a 2 phase installation	\$80,800.00	
2.b. Cost for vehicle equipment for 20 additional buses	\$26,825.60	\$122,896.59
2.c. Installation	\$13,192.00	
2.d. Sales tax on vehicle equipment	\$2,078.99	
3. Installation of validator arm and relocation	\$84,010.00	\$84,010.00
Amendment 7 Total	\$270,050.09	

MTS staff has determined the bid to be fair and reasonable in comparison to MTS Independent Cost Estimate (ICE) of \$256,400.00

Therefore, staff recommends that the MTS Board authorize the CEO to execute Amendment No. 7 to MTS Doc. No. G2091.0-18 (in substantially the same format as Attachment A), with INIT, for a total contract increase of \$270,050.09.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachment: A. Draft Amendment MTS Doc. No. G2091.7-18



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

Amendment 7

May 10, 2021

MTS Doc No. G2091.7-18

ACCOUNT BASED FARE COLLECTION SYSTEM

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

This shall serve as Amendment No.7 to the original agreement G2091.0-18 as further described below.

<u>SCOPE</u>

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

- 1. Transfer and business rule changes to website and Customer Relationship Module (CRM)
- 2. Modified 2 phase bus validator and Driver Control Unit (DCU) installation
- 3. Install validator arm and relocate validator on 290 Gillig buses per the attached scope (Attachment C).

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 7 is \$270,050.09 as shown below. This amount shall not be exceeded without prior written approval from MTS. The new contract amount of this contract is not to exceed \$43,240,719.85

Change Order	Sub-Total	Total Amount
1. Transfer and business rule changes to website & CRM		\$63,143.50
2. Modified 2 phase bus validator and DCU installation		
2.a. Additional cost for a 2 phase installation	\$80,800.00	
2.b. Cost for vehicle equipment for 20 additional buses	\$26,825.60	\$122,896.59
2.c. Installation	\$13,192.00	ψ122,030.03
2.d. Sales tax on vehicle equipment	\$2,078.99	
3. Installation of validator arm and relocation	\$84,010.00	\$84,010.00
l l	\$270,050.09	



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Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

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

Date:

Attachment: A. Transfer and business rule changes to website & CRM

B. Modified 2 phase bus validator and DCU installation

C. Validator Relocation Scope of Work



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Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 6/10/2021

SUBJECT:

CLOSED-CIRCUIT TELEVISION (CCTV) SYSTEM INSTALLATION FOR THE MID-COAST TROLLEY EXTENSION PROJECT – CHANGE ORDERS

RECOMMENDATION:

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

- 1) Ratify Construction Change Order (CCO) 1 under MTS Doc No. PWL320.0-21 (Attachment A) with Electro Specialty Systems (ESS) totaling \$52,939.53; and
- Authorize the Chief Executive Officer (CEO) to execute CCO 2 under MTS Doc No. PWL320.2-21 (in substantially the same format as Attachment B) with ESS in the amount of \$92,252.16 for additional camera coverage at all Mid-Coast Stations and Parking Lots/Structures.

Budget Impact

The total budget for this project shall not exceed \$768,807.69. This project is funded through San Diego Association of Governments (SANDAG) Mid-Coast Trolley Extension Project via Addendum 17 Scope of Work (SOW) 93.

MTS Doc No.	•		Board Approval Date
PWL320.0-21	Mid Coast CCTV	\$623,616.00	9/17/2020, Item 15
CCO 1	Elevator Cameras	\$52,939.53	Today's action to ratify
CCO 2	Additional Cameras	\$92,252.16	Today's Proposed Action
	Total	\$768,807.69	



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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

DISCUSSION:

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

The route begins just north of the Old Town Transit Center, travels in existing railroad right-of-way, and alongside Interstate 5, to serve UCSD and University City. The extension will serve nine new stations: Tecolote Road, Clairemont Drive, Balboa Avenue, Nobel Drive, VA Medical Center, Pepper Canyon (serving UCSD west campus), Voigt Drive (serving UCSD east campus), Executive Drive, and the terminus station at the Westfield UTC transit center.

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

On September 17, 2020, the MTS Board approved MTS Doc No. PWL320.0-21 to ESS for procuring and installing CCTV (video surveillance) system for the Mid-Coast Trolley Extension Project.

During the Mid-Coast CCTV bidding time, the station elevator cameras were not included due to SANDAG's assumption to have the Mid-Coast Transit Constructors (MCTC) elevator contractor to install these cameras. However, due to CCTV system compatibility, MTS Security has asked SANDAG to use the same MTS Avigilon CCTV system and SANDAG has agreed to have MTS take over the elevator cameras installation. These additional cameras were incorporated into the contract as CCO 1.

During recent job walks with MTS Security staff and ESS, the team noticed many critical areas at the Mid-Coast stations and parking lots/structures without camera coverage. In addition, the construction team has identified locations along the alignment that have been subject to periodic vandalism. MTS staff has worked with our contractors to identify locations to implement additional cameras at these stations, parking lots and facilities, to assist with protection of the new Mid-Coast assets once complete. If approved, these cameras would be incorporated into the contract as CCO 2.

The cost for these additional cameras has been reviewed and staff determined that the pricing was fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors:

1) Ratify CCO 1 under MTS Doc No. PWL320.1-21 (Attachment A) with ESS totaling \$52,939.53; and

 Authorize the CEO to execute CCO 2 under MTS Doc No. PWL320.2-21 (in substantially the same format as Attachment B) with ESS in the amount of \$92,252.16 for additional cameras coverage at all Mid Coast Stations and Parking Lots/Structures.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachments: A. PWL320.1-21 CCO 1 B. PWL320.2-21 Draft CCO 2

	Metropolitan Transit	A, AI 14, 06/17/2021 System
CONSTRUCTION CONSTRUCTION		2/2/24
Project Name: CCTV CONSTRUCTION To: MTS From (Contractor): ELECTRO SPECIALTY SYSTEMS	Date: Contract Number: CCO Number:	2/3/21 PWL320.0-21 1
SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS Any time there is a change to a Subcontractor or Other Third Party Con SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS be made in accordance with Public Contract Code sections 4100 et se	ntractors resubmit Attachmer Any change to these forms	after bid submittal must
DESCRIPTION OF WORK This CCO is prepared in accordance with and incorporates Section Ch Documents and consists of: Camera location and qty changes. See F	•	
A. Contractor Cost of the Work		
Payroll Costs (See attached supporting documentation.) Materials (See attached supporting documentation.) Equipment (See attached supporting documentation) Consultant Costs (See attached supporting documentation.) Supplemental Costs (See attached supporting documentation.) Lump Sum cco price Other - describe services	\$ - \$ - \$ - \$ - \$ - \$ 52,939.53 \$ -	Subtotal A: \$ 52,939.53
B. Subcontractor Cost of the Work Payroll Costs (See attached supporting documentation.) Equipment (See attached supporting documentation.) Materials (See attached supporting documentation.) Consultant Costs (See attached supporting documentation.) Supplemental Costs (See attached supporting documentation.)	\$ - \$ - \$ - \$ - \$ -	Subtotal B:_\$
C. Contractor Fee: (As per the Contract Documents) Overhead and Profit 5% Overhead and Profit on Subcontractors -5% Bonds and Insurance 1%	<u>\$ -</u>	Subtotal C:_\$
Original Contract value:	Total = (A + B + C)	Total: <u>\$ 52,939.53</u> 623,616.00
	Ť	
Adjustment by this Change Order	\$	52,939.53
New Contract Amount The Contract Time due to this Change Order will be: Increased Decre	Total: \$	676,555.53 / ## days
Original Completion Date: Adjustment by Change Order No. <u>X</u> through Change Order <u>X (if applicable)</u> Adjustment by this Change Order	vasedJUnchanged by	/ ## days ##/##/#### ##/##/#### ##/##/####
New Completion Date	<u>Г</u>	##/##/####
Milestones Affected: <u>Add Descriptions of any milestones affected as</u> Date: 02/03/2021 Contractor Date:	Wit's Chief Executive Officer	3/8/21 Date:
Follow all applicable procedures and provide all appr the Contract Docum	•	uired by
255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-146 fetropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., honprofit public benefit corporations), MTS is the taxicab administrator for seven cities. MTS member a Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.	San Diego Trolley, Inc. and San Diego an	

SCOPE CHANGES

PROJECT: MI DCOAST CCTV CUSTOMER: SAN DI EGO METRO TRANSIT

ATTENTION: TROY GIRARD

DATE: 23 OCTOBER 2020

Below is a list of items to be added/corrected to the CCTV systems for the various locations. ESS will provide and install all of these devices. This quote does not include CAT6 cable to each elevator machine room, travel cable in the elevator shaft or charges by the elevator contractor. ESS will coordinate with the elevator contractors to install the cameras and ethernet extenders in the cabs.

Nobel Parking

Bid Doc	Addm 1	Delta	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
2	2	0	HD-NVR4-PRM-64TB-NA	64TB NVR Server	\$0.00	\$0.00	\$68.00	8	0	\$0.00
37	34	3	ACC7-ENT	CCTV License	\$188.50	\$565.50	\$68.00	0	0	\$0.00
0	6	-6	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	-\$5,850.00	\$68.00	4	-24	(\$1,632.00)
6	4	2	2.0C-H4IRPTZ-DP30-WP	2MP PTZ Camera	\$2,291.25	\$4,582.50	\$68.00	4	8	\$544.00
20	10	10	32C-H4A-4MH-360	32MP 360° Camera	\$1,560.00	\$15,600.00	\$68.00	4	40	\$2,720.00
3	1	2	3.0C-HD-LP-B1	License Plate Camera	\$572.00	\$1,144.00	\$68.00	6	12	\$816.00
0	2	-2	H4A-MT-POLE1	Pole Adapter	\$58.50	-\$117.00	\$68.00	2	-4	(\$272.00)
6	4	2	IRPTZ-MNT-WALL1	PTZ Wall Mount	\$35.75	\$71.50	\$68.00	2	4	\$272.00
20	10	10	H4AMH-AD-PEND1	Multisensor Back Box	\$104.00	\$1,040.00	\$68.00	1	10	\$680.00
20	10	10	H4AMH-DO-COVR1	Multisensor Clear Dome	\$104.00	\$1,040.00	\$68.00	1	10	\$680.00
0	7	-7	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	-\$409.50	\$68.00	2	-14	(\$952.00)
3	1	2	ES-HD-LP-HS	LPR Camera Housing	\$422.50	\$845.00	\$68.00	2	4	\$272.00
3	1	2	ES-HD-IR-IP6	LPR IR Illuminator	\$435.50	\$871.00	\$68.00	2	4	\$272.00
3	1	2	ES-PS-MNT-POLE	LPR Pole Mount Bracket	\$45.50	\$91.00	\$68.00	2	4	\$272.00
6	4	2	POE-INJ2-95W-NA	Injector	\$260.00	\$520.00	\$68.00	2	4	\$272.00
1	1	0	NV-FLX-024	24 Port Flex Switch	\$4,659.99	\$0.00	\$68.00	4	0	\$0.00
10	10	0	NV-FLX-LK	Flex Link Adapter	\$264.99	\$0.00	\$68.00	2	0	\$0.00
1	1	0	S24P-382W-NA	28 Port Switch	\$1,083.34	\$0.00	\$68.00	2	0	\$0.00
4	13	-9	8.0C-H5A-DO1-IR	8MP Dome Camera	\$975.00	-\$8,775.00	\$68.00	4	-36	(\$2,448.00)
2	0	2	12.0L-H4F-DO1-IR	12MP Fisheye Camera	\$702.00	\$1,404.00	\$68.00	4	8	\$544.00
2	0	2	EV-N4206-2S4Q	Elevator Camera	\$392.99	\$785.98	\$68.00	8	16	\$1,088.00
1	0	1	NV-EC1701U-KIT2	Ethernet Over Pair	\$735.00	\$735.00	\$68.00	6	6	\$408.00
					Material	\$14,143.98			52	\$3,536.00
					Tax	\$1,096.16				
					Labor	\$3,536.00				
					Subtotal	\$18,776.14				
					15%	\$2,816.42				

Total \$21,592.56

Nobel Station Add a camera to one elevator

Delta	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
1	ACC7-ENT	CCTV License	\$188.50	\$188.50	\$68.00	0	0	\$0.00
1	EV-N4206-2S4Q	Elevator Camera	\$392.99	\$392.99	\$68.00	8	8	\$544.00
1	NV-EC1701U-KIT1	Ethernet Over Pair	\$521.00	\$521.00	\$68.00	4	4	\$272.00
			Material	\$1,102.49			12	\$816.00
			Tax	\$85.44				
			Labor	\$816.00				
			Subtotal	\$2,003.93				
			15%	\$300.59				
			Total	\$2,304.52				

Pepper Canyon Add a camera to one elevator

Delta	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
1	ACC7-ENT	CCTV License	\$188.50	\$188.50	\$68.00	0	0	\$0.00
1	EV-N4206-2S4Q	Elevator Camera	\$392.99	\$392.99	\$68.00	8	8	\$544.00
1	NV-EC1701U-KIT1	Ethernet Over Pair	\$521.00	\$521.00	\$68.00	4	4	\$272.00
			Material	\$1,102.49			12	\$816.00
			Tax	\$85.44				
			Labor	\$816.00				
			Subtotal	\$2,003.93				
			15%	\$300.59				
			Total	\$2,304.52				
			I Otal	\$2,304.52				

Voigt

Add cameras to three elevators

Delta	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
3	ACC7-ENT	CCTV License	\$188.50	\$565.50	\$68.00	0	0	\$0.00
3	EV-N4206-2S4Q	Elevator Camera	\$392.99	\$1,178.97	\$68.00	8	24	\$1,632.00
1	NV-EC1701U-KIT1	Ethernet Over Pair	\$521.00	\$521.00	\$68.00	4	4	\$272.00
1	NV-EC1701U-KIT2	Ethernet Over Pair	\$735.00	\$735.00	\$68.00	6	6	\$408.00
			Material	\$3,000.47			34	\$2,312.00
			Tax	\$232.54				
			Labor	\$2,312.00				
			Subtotal	\$5,545.01				
			15%	\$831.75				
			Total	\$6,376.76				

Executive Add cameras to four elevators

Delta	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
4	ACC7-ENT	CCTV License	\$188.50	\$754.00	\$68.00	0	0	\$0.00
4	EV-N4206-2S4Q	Elevator Camera	\$392.99	\$1,571.96	\$68.00	8	32	\$2,176.00
2	NV-EC1701U-KIT2	Ethernet Over Pair	\$735.00	\$1,470.00	\$68.00	6	12	\$816.00
			Material	\$3,795.96			44	\$2,992.00
			Tax	\$294.19				
			Labor	\$2,992.00				
			Subtotal	\$7,082.15				
			15%	\$1,062.32				
			Total	\$8,144.47				

UTC Station Add cameras to four elevators

PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
ACC7-ENT	CCTV License	\$188.50	\$754.00	\$68.00	0	0	\$0.00
EV-N4206-2S4Q	Elevator Camera	\$392.99	\$1,571.96	\$68.00	8	32	\$2,176.00
NV-EC1701U-KIT2	Ethernet Over Pair	\$735.00	\$1,470.00	\$68.00	6	12	\$816.00
		Material	\$3,795.96			44	\$2,992.00
		Tax	\$294.19				
		Labor	\$2,992.00				
		Subtotal	\$7,082.15				
		15%	\$1,062.32				
		Total	\$8,144.47				
	ACC7-ENT EV-N4206-2S4Q	ACC7-ENT CCTV License EV-N4206-2S4Q Elevator Camera	PART# DESCRIPTION COST ACC7-ENT CCTV License \$188.50 EV-N4206-2S4Q Elevator Camera \$392.99 NV-EC1701U-KIT2 Ethernet Over Pair \$735.00 Material Tax Labor Subtotal 15%	PART # DESCRIPTION COST EXT COST ACC7-ENT CCTV License \$188.50 \$754.00 EV-N4206-2S4Q Elevator Camera \$392.99 \$1,571.96 NV-EC1701U-KIT2 Ethernet Over Pair \$735.00 \$1,470.00 Tax \$294.19 \$2992.00 \$ubtotal \$7,082.15 15% \$1,062.32 \$1,062.32 \$1,062.32 \$1,062.32	PART # DESCRIPTION COST EXT COST RATE ACC7-ENT CCTV License \$188.50 \$754.00 \$68.00 EV-N4206-2S4Q Elevator Camera \$392.99 \$1,571.96 \$68.00 NV-EC1701U-KIT2 Ethernet Over Pair \$735.00 \$1,470.00 \$68.00 NV-EC1701U-KIT2 Ethernet Over Pair \$735.00 \$1,470.00 \$68.00 Labor \$294.19 Labor \$2,992.00 \$140 Labor \$2,992.00 \$100 \$100 \$100	PART # DESCRIPTION COST EXT COST RATE LABOR ACC7-ENT CCTV License \$188.50 \$754.00 \$68.00 0 EV-N4206-2S4Q Elevator Camera \$392.99 \$1,571.96 \$68.00 8 NV-EC1701U-KIT2 Ethernet Over Pair \$735.00 \$1,470.00 \$68.00 6 Labor \$2,994.19 Labor \$2,992.00 \$1,062.32 51,062.32	PARI # DESCRIPTION COST EXT COS1 RATE LABOR LABOR ACC7-ENT CCTV License \$188.50 \$754.00 \$68.00 0 0 EV-N4206-2S4Q Elevator Camera \$392.99 \$1,571.96 \$68.00 8 32 NV-EC1701U-KIT2 Ethernet Over Pair \$735.00 \$1470.00 \$68.00 6 12 Tax \$294.19 \$2,992.00 \$44 \$44 \$44 \$44 Labor \$2,992.00 \$2,992.00 \$157,082.15 \$44 \$44 Tax \$2,992.00 \$10000 \$10000 \$10000 \$10000 \$10000 \$10000 \$10000 \$10000 \$100000 \$100000 \$100000 \$1000000 \$1000000 \$10000000 \$100000000

UTC Parking

Add cameras to two elevators

Delta	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
2	ACC7-ENT	CCTV License	\$188.50	\$377.00	\$68.00	0	0	\$0.00
2	EV-N4206-2S4Q	Elevator Camera	\$392.99	\$785.98	\$68.00	8	16	\$1,088.00
1	NV-EC1701U-KIT2	Ethernet Over Pair	\$735.00	\$735.00	\$68.00	6	6	\$408.00
			Material	\$1,897.98			22	\$1,496.00
			Tax	\$147.09				
			Labor	\$1,496.00				
			Subtotal	\$3,541.07				
			15%	\$531.16				
			Total	\$4,072.23				

Cost Summary	
Nobel Parking	\$21,592.56
Nobel Station	\$2,304.52
Pepper Canyon	\$2,304.52
Voigt	\$6,376.76
Executive	\$8,144.47
UTC Station	\$8,144.47
UTC Parking	\$4,072.23
	\$52,939.53

Let me know if you have any questions.

Respectfully Submitted,

Daniel Brault President

	Att. B, Al 14, 06/17/202 Metropolitan Transit System
CONSTRUCTION CHAN	
Project Name: CCTV CONSTRUCTION	Date: 6/18/21
To: MTS From (Contractor): ELECTRO SPECIALTY SYSTEMS	Contract Number: PWL320.2-21 CCO Number: 2
SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS Any time there is a change to a Subcontractor or Other Third Party Contra SUBCONTRACTORS AND OTHER THIRD PARTY CONTRACTORS. A be made in accordance with Public Contract Code sections 4100 et seq.,	ny change to these forms after bid submittal must
DESCRIPTION OF WORK This CCO is prepared in accordance with and incorporates Section Chan Documents and consists of: Various camera changes. See proposal dat	
A. Contractor Cost of the Work	
Payroll Costs (See attached supporting documentation.) Materials (See attached supporting documentation.) Equipment (See attached supporting documentation) Consultant Costs (See attached supporting documentation.) Supplemental Costs (See attached supporting documentation.) Lump Sum cco price Other - describe services	\$ - \$ - \$ - \$ - \$ - \$ 92,252.16 \$ - Subtotal A: \$ 92,252.16
B. Subcontractor Cost of the Work	
Payroll Costs (See attached supporting documentation.) Equipment (See attached supporting documentation.) Materials (See attached supporting documentation.) Consultant Costs (See attached supporting documentation.) Supplemental Costs (See attached supporting documentation.)	\$ - \$ - \$ - \$ - \$ - Subtotal B: <u>\$</u> -
C. Contractor Fee: (As per the Contract Documents) Overhead and Profit Overhead and Profit on Subcontractors 5% Bonds and Insurance	\$ Subtotal C: \$
	Total = (A + B + C) Total: \$ 92,252.16
Original Contract value:	
Adjustment by this Change Order	\$ 92,252.16
New Contract Amount	Total:
The Contract Time due to this Change Order will be: Increased Decrease	
Original Completion Date: Adjustment by Change Order No. <u>X</u> through Change Order <u>X (if applicable)</u>	##/##/#### ##/##/####
Adjustment by this Change Order	**/**/****
New Completion Date	##/##/####
Milestones Affected: Add Descriptions of any milestones affected as a re	esult of a change in services, term, and/or price
Contractor Date: M	TS Chief Executive Officer Date:
Follow all applicable procedures and provide all appropr the Contract Document	iate documentation as required by
255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 etropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San onprofit public benefit corporations), MTS is the taxicab administrator for seven cities. MTS member ager Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.	Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Compan

SCOPE CHANGES

PROJECT: MI DCOAST CCTV

CUSTOMER: SAN DIEGO METRO TRANSIT

ATTENTION: THANG NGUYEN

DATE: 29 APRIL 2021

Below is a list of items to be added to the CCTV systems for the various locations. ESS will provide and install all of these devices. CAT6 cable to each camera will be by others. ESS will coordinate with the elevator contractors to install the cameras and ethernet extenders in the cabs.

Nobel Station

Add an 8MP bullet camera at the north end of the platform and a camera in the comm room

Bid Doc	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
2	ACC7-ENT	CCTV License	\$188.50	\$377.00	\$68.00	0	0	\$0.00
1	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	\$975.00	\$68.00	2	2	\$136.00
1	H4A-MT-POLE1	Pole Adapter	\$58.50	\$58.50	\$68.00	1	1	\$68.00
1	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	\$58.50	\$68.00	1	1	\$68.00
1	NV-FLX-LK	Flex Link Adapter	\$264.99	\$264.99	\$68.00	1	1	\$68.00
1	3.0C-H4A-25G-DP1-IR-B	3MP Camera w/25G Memory	\$1,297.00	\$1,297.00	\$68.00	4	4	\$272.00
1	H4A-MT-WALL1	Wall Mount Bracket	\$392.99	\$392.99	\$68.00	1	1	\$68.00
			Material	\$3,423.98			10	\$680.00
			Tax	\$265.36				
			Labor	\$680.00				
			Subtotal	\$4,369.34				
			15%	\$655.40				
			Total	\$5,024.74				

Pepper Canyon

Add one camera to a street level pole and two cameras in the comm room

Bid Doc	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
3	ACC7-ENT	CCTV License	\$188.50	\$565.50	\$68.00	0	0	\$0.00
1	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	\$975.00	\$68.00	4	4	\$272.00
1	H4A-MT-POLE1	Pole Adapter	\$58.50	\$58.50	\$68.00	1	1	\$68.00
1	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	\$58.50	\$68.00	1	1	\$68.00
1	NV-FLX-LK	Flex Link Adapter	\$264.99	\$264.99	\$68.00	1	1	\$68.00
2	3.0C-H4A-25G-DP1-IR-B	3MP Camera w/25G Memory	\$1,297.00	\$2,594.00	\$68.00	4	8	\$544.00
2	H4A-MT-WALL1	Wall Mount Bracket	\$392.99	\$785.98	\$68.00	1	2	\$136.00
			Material	\$5,302.47			17	\$1,156.00
			Tax	\$410.94				
			Labor	\$1,156.00				
			Subtotal	\$6,869.41				
			15%	\$1,030.41				
			Total	\$7,899.82				

Voigt Add one four imager 360 camera at the bridge and one camera in the comm room

QTY	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
2	ACC7-ENT	CCTV License	\$188.50	\$377.00	\$68.00	0	0	\$0.00
1	32C-H4A-4MH-360	32MP 360° Camera	\$1,560.00	\$1,560.00	\$68.00	4	4	\$272.00
1	H4A-MT-POLE1	Pole Adapter	\$58.50	\$58.50	\$68.00	1	1	\$68.00
1	IRPTZ-MNT-WALL1	PTZ Wall Mount	\$35.75	\$35.75	\$68.00	2	2	\$136.00
1	H4AMH-AD-PEND1	Multisensor Back Box	\$104.00	\$104.00	\$68.00	1	1	\$68.00
1	H4AMH-DO-COVR1	Multisensor Clear Dome	\$104.00	\$104.00	\$68.00	1	1	\$68.00
1	NV-FLX-LK	Flex Link Adapter	\$264.99	\$264.99	\$68.00	1	1	\$68.00
1	3.0C-H4A-25G-DP1-IR-B	3MP Camera w/25G Memory	\$1,297.00	\$1,297.00	\$68.00	4	4	\$272.00
1	H4A-MT-WALL1	Wall Mount Bracket	\$392.99	\$392.99	\$68.00	1	1	\$68.00
			Material	\$4,194.23			15	\$1,020.00
			Tax	\$325.05				
			Labor	\$1,020.00				
			Subtotal	\$5,539.28				
			15%	\$830.89				
			Total	\$6,370.18				

Executive

Add four, four imager 270 cameras and one 8MP bullet to the bridges and one camera in the comm room

QTY	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
6	ACC7-ENT	CCTV License	\$188.50	\$1,131.00	\$68.00	0	0	\$0.00
1	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	\$975.00	\$68.00	4	4	\$272.00
4	24C-H4A-3MH-270	24MP 270° Camera	\$1,290.00	\$5,160.00	\$68.00	4	16	\$1,088.00
5	H4A-MT-POLE1	Pole Adapter	\$58.50	\$292.50	\$68.00	1	5	\$340.00
4	IRPTZ-MNT-WALL1	PTZ Wall Mount	\$35.75	\$143.00	\$68.00	2	8	\$544.00
4	H4AMH-AD-PEND1	Multisensor Back Box	\$104.00	\$416.00	\$68.00	1	4	\$272.00
4	H4AMH-DO-COVR1	Multisensor Clear Dome	\$104.00	\$416.00	\$68.00	1	4	\$272.00
1	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	\$58.50	\$68.00	1	1	\$68.00
5	NV-FLX-LK	Flex Link Adapter	\$264.99	\$1,324.95	\$68.00	1	5	\$340.00
1	Flex 24 Extender Switch	24 Port Switch	\$3,058.00	\$3,058.00	\$68.00	2	2	\$136.00
-1	Flex 8 Extender Switch	8 Port Switch	\$1,044.00	-\$1,044.00	\$68.00	2	-2	(\$136.00)
1	3.0C-H4A-25G-DP1-IR-B	3MP Camera w/25G Memory	\$1,297.00	\$1,297.00	\$68.00	4	4	\$272.00
1	H4A-MT-WALL1	Wall Mount Bracket	\$392.99	\$392.99	\$68.00	1	1	\$68.00
			Material	\$13,620.94			52	\$3,536.00
			Tax	\$1,055.62				
			Labor	\$3,536.00				
			Subtotal	\$18,212.56				
			15%	\$2,731.88				
			Total	\$20,944.45				

UTC Station Add four, four imager 270 cameras to the bridges and one camera in the comm room

QTY	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
5	ACC7-ENT	CCTV License	\$188.50	\$942.50	\$68.00	0	0	\$0.00
4	24C-H4A-3MH-270	24MP 270° Camera	\$1,290.00	\$5,160.00	\$68.00	4	16	\$1,088.00
4	H4A-MT-POLE1	Pole Adapter	\$58.50	\$234.00	\$68.00	1	4	\$272.00
4	IRPTZ-MNT-WALL1	PTZ Wall Mount	\$35.75	\$143.00	\$68.00	2	8	\$544.00
4	H4AMH-AD-PEND1	Multisensor Back Box	\$104.00	\$416.00	\$68.00	1	4	\$272.00
4	H4AMH-DO-COVR1	Multisensor Clear Dome	\$104.00	\$416.00	\$68.00	1	4	\$272.00
4	NV-FLX-LK	Flex Link Adapter	\$264.99	\$1,059.96	\$68.00	1	4	\$272.00
1	Flex 24 Extender Switch	24 Port Switch	\$3,058.00	\$3,058.00	\$68.00	2	2	\$136.00
-1	Flex 8 Extender Switch	8 Port Switch	\$1,044.00	-\$1,044.00	\$68.00	2	-2	(\$136.00)
1	3.0C-H4A-25G-DP1-IR-B	3MP Camera w/25G Memory	\$1,297.00	\$1,297.00	\$68.00	4	4	\$272.00
1	H4A-MT-WALL1	Wall Mount Bracket	\$392.99	\$392.99	\$68.00	1	1	\$68.00
			Material	\$12,075.45			45	\$3,060.00
			Tax	\$935.85				
			Labor	\$3,060.00				
			Subtotal	\$16,071.30				
			15%	\$2,410.69				
			Total	\$18,481.99				

VA Station

Add one 8MP camera at the north end of the station

QTY	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
1	ACC7-ENT	CCTV License	\$188.50	\$188.50	\$68.00	0	0	\$0.00
1	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	\$975.00	\$68.00	4	4	\$272.00
1	H4A-MT-POLE1	Pole Adapter	\$58.50	\$58.50	\$68.00	1	1	\$68.00
1	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	\$58.50	\$68.00	1	1	\$68.00
1	NV-FLX-LK	Flex Link Adapter	\$264.99	\$264.99	\$68.00	1	1	\$68.00
			Material	\$1,545.49			7	\$476.00
			Tax	\$119.78				
			Labor	\$476.00				
			Subtotal	\$2,141.27				
			15%	\$321.19				
			Total	\$2,462.46				

Tecolote Add one four imager 360 on each of two bus stop VMS and two 8MP bullet cameras to view separation wall.

QTY	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
2	SP-SMP30	Camera Mounrt Ar,	\$160.00	\$320.00	\$68.00	1.5	3	\$204.00
4	ACC7-ENT	CCTV License	\$188.50	\$754.00	\$68.00	0	0	\$0.00
2	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	\$1,950.00	\$68.00	4	8	\$544.00
2	32C-H4A-4MH-360	32MP 360° Camera	\$1,560.00	\$3,120.00	\$68.00	4	8	\$544.00
2	IRPTZ-MNT-NPTA1	PTZ Pendant Mount	\$46.00	\$92.00	\$68.00	1	2	\$136.00
2	H4AMH-AD-PEND1	Multisensor Back Box	\$104.00	\$208.00	\$68.00	1	2	\$136.00
2	H4AMH-DO-COVR1	Multisensor Clear Dome	\$104.00	\$208.00	\$68.00	1	2	\$136.00
2	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	\$117.00	\$68.00	1	2	\$136.00
4	NV-FLX-LK	Flex Link Adapter	\$264.99	\$1,059.96	\$68.00	1	4	\$272.00
			Material	\$7,828.96			31	\$2,108.00
			Tax	\$606.74				
			Labor	\$2,108.00				
			Subtotal	\$10,543.70				
			15%	\$1,581.56				
			Total	\$12,125.26				

Balboa

Add two 8MP bullet cameras to each of two VMS and 8MP bullet cameras to view separation wall

QTY	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
2	SP-SMP30	Camera Mount Arm	\$160.00	\$320.00	\$68.00	1.5	3	\$204.00
6	ACC7-ENT	CCTV License	\$188.50	\$1,131.00	\$68.00	0	0	\$0.00
6	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	\$5,850.00	\$68.00	4	24	\$1,632.00
6	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	\$351.00	\$68.00	1	6	\$408.00
5	NV-FLX-LK	Flex Link Adapter	\$264.99	\$1,324.95	\$68.00	1	5	\$340.00
			Material	\$8,976.95			38	\$2,584.00
			Tax	\$695.71				
			Labor	\$2,584.00				
			Subtotal	\$12,256.66				
			15%	\$1,838.50				
			Total	\$14,095.16				

Clairemont Add two 8MP bullet cameras to view separation wall

QTY	PART #	DESCRIPTION	UNIT COST	EXT COST	LABOR RATE	UNIT LABOR	EXT LABOR	LABOR CHARGE
2	SP-SMP30	Camera Mount Arm	\$160.00	\$320.00	\$68.00	1.5	3	\$204.00
2	ACC7-ENT	CCTV License	\$188.50	\$377.00	\$68.00	0	0	\$0.00
2	8.0C-H5A-BO1-IR	8MP Bullet Camera	\$975.00	\$1,950.00	\$68.00	4	8	\$544.00
2	H4-BO-JBOX1	Bullet Camera Back Box	\$58.50	\$117.00	\$68.00	1	2	\$136.00
1	NV-FLX-LK	Flex Link Adapter	\$264.99	\$264.99	\$68.00	1	1	\$68.00
			Material	\$3,028.99			14	\$952.00
			Tax	\$234.75				
			Labor	\$952.00				
			Subtotal	\$4,215.74				
			15%	\$632.36				
			Total	\$4,848.10				

Cost Summary	
Nobel	\$5,024.74
Pepper Canyon	\$7,899.82
Voigt	\$6,370.18
Executive	\$20,944.45
UTC	\$18,481.99
VA	\$2,462.46
Tecolote	\$12,125.26
Balboa	\$14,095.16
Clairemont	\$4,848.10
T	otal \$92,252.16

Respectfully Submitted,

Daniel Brault President



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Agenda Item No. <u>15</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

KEARNY MESA DIVISION (KMD) HOISTS CONSTRUCTION – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB317.0-20 (in substantially the same format as Attachment A), with Western Pump Inc., a Small Business (SB), for KMD Hoists Construction in the amount of \$4,213,648 plus 10% contingency, for a total of \$4,635,012.80.

Budget Impact

The total cost of this project shall not exceed \$4,635,012.80 (\$4,213,648.00 plus \$421,364.80 in contingency) over the duration of the construction services consisting of the following:

DESCRIPTION	BID AMOUNT	BID W/CONTINGENCY
Base – Executing	\$1,609,106.00	\$1,770,016.60
Add Alternate 1 – Executing	\$403,508.00	\$443,858.80
Add Alternate 2 – Executing	\$296,780.00	\$326,458.00
Add Alternate 3 – Executing at a later date.	\$1,862,535.00	\$2,048,788.50
Bid Bond - Executing	\$41,719.00	\$45,890.90
Grand Total Incl. Add Alternates	\$4,213,648.00	\$4,635,012.80
Total to Execute Now	\$2,351,113.00	\$2,586,224.30

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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities:

CIP/COST CENTER NUMBER	CIP DESCRIPTION	AMOUNT
CIP 3006110401	KMD Shop Hoists	\$2,586,224.30
Proposed FY23 CIP	KMD Shop Hoists	\$2,048,788.50
	Total	\$4,635,012.80

This project is funded by MTS Capital Improvement Projects (CIP) as follows:

DISCUSSION:

The KMD Bus Maintenance Facility was constructed in 1988. Currently there are thirteen (13) in-ground hydraulic lifts that are used to service MTS buses. These lifts are original installation, antiquated, obsolete and past their useful life. The original equipment manufacturer is defunct and original parts are no longer available. Newer, safer, more efficient and more environmentally sound equipment is available to replace these lifts.

The base bid of this project includes the complete removal and replacement of five lifts at KMD in Bays 1, 2, 3, 13, and 14.

In order to ensure the base bid work could be completed within budget and schedule, to minimize operational impacts to the site, and to maximize agency use of capital funds, the project was split into base bid work and several 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 complete removal and replacement of Bay 12 three tiered inground axle hoist.

Add Alternate 2

Work will include the complete removal and replacement of Bay 11 in-ground two hoists platform lift with a flush mounted scissor lift which will boost facility capacity in this bay to allow work on 60' articulating buses.

Add Alternate 3

Work will include the complete removal and replacement of Bay 4, 5, 6, 9, 10 and tire shop single axles hoists with new upgraded systems. This contract option can be executed immediately after CIP board approval in FY23 with no impact to project schedule

On March 25, 2021, staff issued an Invitation for Bids (IFB). During the IFB process, MTS received a Request for Approved Equal (RFA) from a potential bidder, Auto Lift Services. The RFA was denied on the grounds that the proposed alternative did not meet the required electrical specifications, and MTS currently has an Auto Lift product in service, which has performed poorly over a one-year period. Auto Lift Services has appealed that decision which has also been rejected. Auto Lift Services did not submit a bid for this project. The following bids were received:

KMD HOIST CONSTRUCTION					
COMPANY NAME	CERTIFICATIONS	BID AMOUNT			
Western Pump	SB	\$4,213,648.00			
Makai Solutions	SB	\$4,568,972.32			
Southwest Lift & Equipment	SB	\$4,698,129.58			
Air and Lube Systems Inc.	Disadvantaged Business Enterprise (DBE)	\$4,846,629.60			
MTS Independent Cost Estimate (ICE)		\$4,165,626.00			

Based on the bids received, and in comparison, with the ICE, MTS staff recommends awarding the Base Bid, Add Alternate 1 and 2 with Western Pump Inc. Staff determined the price to be fair and reasonable. If future CIPs include funding for the remaining Add Alternate 3, staff may execute Add Alternate 3 at a future date.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. PWB317.0-20 (in substantially the same format as Attachment A), with Western Pump Inc. for KMD Hoists Construction in the amount of \$4,213,648.00 plus 10% contingency for a total of \$4,635,012.80.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachments: A. Draft Agreement PWB317.0-20 B. Bid Price Form



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STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWB317.0-20

KMD HOISTS CONSTRUCTION

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

Name: Western Pump Inc.		Address:	3235 F St.
			San Diego, CA 92102
Form of Business: <u>Corp.</u> (Corporation, Partnership, Sole Pr Telephone:	roprietor, etc.)	Email :	ryanr@westernpump.com
Authorized person to sign contracts Ryan Reth			President 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

SCOPE OF WORK

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

KMD HOISTS CONSTRUCTION

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



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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 **120 calendar days, from** the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternative 1 Work required by the Contract Documents within **120 calendar days, from** the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternative 2 required by the Contract Documents within **120 calendar days, from** the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternative 3 required by the Contract Documents within **120 calendar days, from** the commencement date stated in the Notice to Proceed. The Contractor shall complete all Add Alternative 3 required by the Contract Documents within **120 calendar days, from** the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

DESCRIPTION	AMOUNT
Base – Executing	\$1,609,106.00
Add Alternate 1	\$403,508.00
Add Alternate 2	\$296,780.00
Bid Bond	\$41,719.00

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 _two million three hundred fifty one thousand one hundred thirteen Dollars (\$ 2,351,113.00). 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 <u>http://www.dir.ca.gov</u> and which must be posted at the job site.



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SAN DIEGO METROPOLITAN TRANSIT SYSTEM	WESTERN PUMP INC.
By:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
By:	Title:
Karen Landers, General Counsel	



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BID ITEM	DESCRIPTI ON	TOTAL COST
S1	Base Bid Total Cost	\$1,609,106.00
S2	Additive Alternative 1 Total Cost	\$403,508.00
	Additive Alternative 2 Total Cost	\$296,780.00
	Additive Alternative 3 Total Cost	\$1,862,535.00
	BID BOND	\$41,719.00
	GRAND TOTAL (BASIS OF AWARD)	\$4,213,648.00

ID ITEM	DESCRIPTI ON	QUANTIT Y	UNIT	UNIT COST	EXTENDED COST
				General	
1.0	Mobilization	1	LS	\$86,408.00	\$86,408.00
2.0	Temporary Storm Wat	1	LS	\$8,601.00	\$8,601.00
				Existing Conditions	
3.0	Mechanical, Plumbing	1	LS	\$50,761.00	\$50,761.00
	Electrical Demolition	1	LS	\$5,821.00	\$5,821.00
	Structural Demolition	1	LS	\$105,649.00	\$105,649.00
1				Concrete	
6.0	Equipment Foundation	1	LS	\$230,411.00	\$230,411.00
	Slab-on-grade/Equipm		LS	\$108,025.00	\$108,025.00
				Specialties	
8.0	Epoxy Flooring	5,564	SF	\$12.39	\$68,938.00
	Safety Signage	15	EA	\$83.00	\$1,245.00
	Floor Striping	1	LS	\$5,963.00	\$5,963.00
				Equipment	
11.0	Contractor Furnished	1	LS	\$813,429.00	\$813,429.00
	Owner Furnished/Con	1	LS	\$16,261.00	\$16,261.00
				Plumbing	
13.0	Plumbing Systems	1	LS	\$53,333.00	\$53,333.00
	Compressed Air Syster	1	LS	\$13,471.00	\$13,471.00
				Electrical	
15.0	Modify Existing Panelt	1	LS	\$4,902.00	\$4,902.00
	Power Distribution	1	LS	\$35,888.00	\$35,888.00
		SUB	TOTAL		\$1,609,106.00
	Pa	yment / Per	formance	e Bonđ	\$16,091.00
		GRAN		\$1,625,197.00	

MTS Shop Hoists Design Base Bid - Bid Form

	DESCRIPTI	QUANTITY	UNIT	UNIT COST	EXTENDED COST
			General		
1.0	Mobilization	1	LS	\$19,586.00	\$19,586.00
	Temporary Storm Wat	1	LS	\$1,456.00	\$1,456.00
-		Existin	ng Conditions	S	
3.0	Mechanical, Plumbing	1	LS	\$12,151.00	\$12,151.00
	Electrical Demolition	1	LS	\$2,866.00	\$2,866.00
	Structural Demolition	1	LS	\$22,072.00	\$22,072.00
		(Concrete		
6.0	Equipment Foundation	1	LS	\$55,263.00	\$55,263.00
	Slab-on-grade/Equipm	1	LS	\$29,052.00	\$29,052.00
		S	pecialties		
8.0	Epoxy Flooring	1,150	SF	\$13.60	\$15,640.00
	Safety Signage	1	EA	\$180.00	\$180.00
	Floor Striping	1	LS	\$1,988.00	\$1,988.00
		E	quipment		
11.0	Contractor Furnished	1	LS	\$206,857.00	\$206,857.00
	Owner Furnished/Con	1	LS	\$0.00	\$0.00
12.0		I	Plumbing		
13.0	Plumbing Systems	1	LS	\$13,421.00	\$13,421.00
	Compressed Air Syster	1	LS	\$2,718.00	\$2,718.00
1110			Electrical		No.
15.0	Modify Existing Panelt	1	LS	\$1,975.00	\$1,975.00
	Power Distribution	1	LS	\$18,283.00	\$18,283.00
10.0		SUB TOTAL			\$403,508.00
	Pa	ayment / Performan	ce Bond		\$4,035.00
		GRAND TOTAL			\$407,543.00

MTS Shop Hoists Design Additive Alternate 1 - Bitt Form 15, 06/17/2021

MTS Shop Hoists Des	gn Additive Alternate 2 - Bid Form
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BID ITEM	DESCRIPTI ON	QUANTIT Y	UNIT	UNIT COST	EXTENDED COST
			Gene	ral	
1.0	Mobilization	1	LS	\$17,977.00	\$17,977.00
2.0	Temporary Storm Wat	1	LS	\$1,456.00	\$1,456.00
		E	kisting Co	nditions	
3.0	Mechanical, Plumbing,	1	LS	\$18,960.00	\$18,960.00
	Electrical Demolition	1	LS	\$2,866.00	\$2,866.00
	Structural Demolition	1	LS	\$16,572.00	\$16,572.00
			Concr	ete	
6.0	Equipment Foundation	1	LS	\$7,818.00	\$7,818.00
	Slab-on-grade/Equipm	1	LS	\$16,991.00	\$16,991.00
		and the second	Specia	Ities	
8.0	Epoxy Flooring	1,150	SF	\$14.46	\$16,629.00
9.0	Safety Signage	1	EA	\$90.00	\$90.00
10.0	Floor	1	LS	\$1,988.00	\$1,988.00
			Equipr	ment	
11.0	Contractor Furnished a	1	LS	\$164,041.00	\$164,041.00
12.0	Owner Furnished/Con	1	LS	\$0.00	\$0.00
	10.		Plum	bing	
13.0	Plumbing Systems	1	LS	\$15,984.00	\$15,984.00
	Compressed Air Syster	1	LS	\$2,751.00	\$2,751.00
	The second second		Electi	rical	
15.0	Modify Existing Panelb	1	LS	\$1,643.00	\$1,643.00
	Power Distribution	1	LS	\$11,014.00	\$11,014.00
		SUB TOTA	L		\$296,780.00
	Paymen	t / Perform	ance Bon	d	\$2,968.00
	-	GRAND TOT			\$299,748.00

DITEM	DESCRIPTI ON	QUANTITY	UNIT	UNIT COST	EXTENDED COST
		General	-		
	Mobilization	1	LS	¢00 407 00	400 100
2.0	Temporary Storm Water Pollution	1	LS	\$90,497.00 \$3,273.00	\$90,497.0
		Existing Condition		\$5,273.00	\$3,273.0
3.0	Mechanical, Plumbing, Industrial/	1	LS	\$E1 215 00	
	Electrical Demolition	1	LS	\$51,315.00	\$51,315.0
5.0	Structural Demolition	1	LS	\$15,025.00	\$15,025.00
-		Concrete		\$116,341.00	\$116,341.00
6.0 E	Equipment Foundation (include e	1	LS		
7.0 5	Slab-on-grade/Equipment pads	1		\$212,746.00	\$212,746.00
		Specialties	LS	\$128,542.00	\$128,542.00
8.0 E	poxy Flooring	6,444			
9.0 S	afety Signage	17	SF	\$12.11	\$78,037.00
	loor Striping	1	EA	\$89.00	\$1,513.00
-			LS	\$6,142.00	\$6,142.00
11.0 C	ontractor Furnished and Installe	Equipment	1		
12.0 0	wner Furnished/Contractor Inst	1	LS	\$1,002,576.00	\$1,002,576.00
	and the second determinist	-	LS	\$0.00	\$0.00
13.0 P	lumbing Systems	Plumbing			
	ompressed Air System	1	LS	\$71,251.00	\$71,251.00
	Ship cooce in System	1	LS	\$19,560.00	\$19,560.00
15.0M	odify Existing Panelboards	Electrical			
16 0 Pc	ower Distribution	1	LS	\$5,049.00	\$5,049.00
10.0110		1	LS	\$60,668.00	\$60,668.00
		TOTAL		\$1	1,862,535.00
		formance Bond			18,625.00
-	GRANI	D TOTAL			1,881,160.00

MTS Shop Hoists Design Additive Alternate 3 - Bid Form



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Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS Draft for

June 17, 2021

Executive Committee Review Date: 06/10/2021

SUBJECT:

PRINTED CIRCUIT BOARDS (PCBs) AND ELECTRONIC COMPONENTS FOR LIGHT RAIL VEHICLES (LRVs) – SOLE SOURCE 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. L1572.0-21 (in substantially the same format as Attachment A), a Sole Source award to Siemens Mobility Inc., to provide PCBs and Electronic Components for LRVs as further described in the attached list (Attachment B), in the amount of \$14,600,000 for a seven (7) year period from July 1, 2021 to June 30, 2028.

Budget Impact

The total budget for this project shall not exceed \$14,600,000. This project is funded by the LRV Maintenance Budget 350016-545100.

DISCUSSION:

San Diego Trolley, Inc. (SDTI) requires an agreement for the purchase and repair of PCBs and electronic components for Siemens' LRV models: SD100, S70 and S70us. These critical components determine the acceleration/de-acceleration rates and speed of the vehicle, and as such are considered safety critical.

This is a Sole Source award to Siemens, the sole supplier and repairer for these components. The commissioning and subsequent safety certification of the vehicles was performed with these components on board, and any deviation from the original design would require extensive and expensive re-testing and safety certification of the system and approval by California Public Utilities Commission.

Substitutions increase risk of damage to equipment, injury to employees or passengers and potential loss of life.



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In addition, SDTI has neither the qualified personnel nor the facilities to make repairs to these highly technical and complicated electronic components.

SDTI has used other vendors to make repairs to non-safety critical electronic systems of the LRV fleet, however, in this case the board components are considered safety critical items that are designed and manufactured by Siemens, and all drawings and specifications are proprietary. Any repairs made by other companies would have to be reverse engineered, compromising the reliability of its design and possible compromising safety of operations as well.

Siemens offers the refurbished part supply, Unit Exchange (UTEX) program to support the need for replacement PCBs and electronic components throughout the transit industry. This program offers pricing for purchasing as new, core exchange or repair/return. At MTS, parts are used on an as-needed basis as repairs are completed and stock room inventory levels are depleted.

Siemens has established standard pricing for these components in order to ensure fair and equal pricing throughout the North American transit market based on each agency's needs. As PCBs and electronic components parts are needed, a purchase order will be issued based on the proposed unit pricing. Based on MTS's historical costs, a forecasted not-to-exceed amount of \$14,600,000 for the seven years should meet the needs of the project. In addition, MTS staff negotiated an increase based on material and labor indexes capped at 3%, estimates for future years include a 3% increase for budgeting purposes.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. L1572.0-21, a Sole Source award to Siemens Mobility Inc., to provide PCBs and electronic components for LRVs, in the amount of \$14,600,000 for a seven (7) year period from July 1, 2021 to June 30, 2028.

<u>/s/ Sharon Cooney</u> 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. L1572.0-21

B. Scope of Work

C. Pricing

Att. A, AI 16, 06/17/2021



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

STANDARD AGREEMENT FOR MTS Doc No: L1572.0-21

PRINTED CIRCUIT BOARDS & ELECTRONIC COMPONENTS FOR LIGHT RAIL VEHICLES

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: Siemens Mobility, Inc.		Address	s: 5301 Price Avenue
			McClellan, CA 95652
Form of E (Corp	Business: <u>Corporation</u> oration, Partnership, Sole Pro	oprietor, etc.) Emai	l; reiner.g.martin@siemens.com
Telephon	e: (916) 273-2960		
Authorize	d person to sign contracts	Reiner Martin	Director of Rail Services
		Name	Title

The Contractor agrees to provide goods as specified in the conformed Scope of Work/Minimum Technical Specification (Exhibit A), Contractor's 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 effective July 1, 2021 through June 30, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$14,600,000 without the express written consent of MTS.

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



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

LIGHT RAIL VEHICLE PRINTED CIRCUIT BOARDS PURCHASE, REPAIR & EXCHANGE (UTEX)

1.1. SCOPE OF WORK

The San Diego Metropolitan Transit System (MTS), on behalf of San Diego Trolley, Inc., (SDTI) is inviting Siemens ("Contractor") to submit firm fixed pricing for Light Rail Vehicle (LRV) Printed Circuit Boards (PCBs) as described in the attached list for a period of seven (7) years from July 1st, 2021.

A. General Overview:

MTS requires the purchase, exchange and repair of Propulsion and Auxiliary Power related Electronics and PCBs for Contractor' LRV models: SD100 up to end of approximately 2025 for the last car, S70 and S70us, SD8, SD9 and SD10s as listed in Exhibit B. The description provided for each part represents MTS minimum technical requirements.

MTS requests the Contractor to expand the percentage of UTEX exchange or new in-stock material across the components under this contract to represent an aggregated minimum of 70% availability, by volume per the service level provided in Exhibit B. The remaining 30% may consist of either New out of stock material and/or Repair options that make up the balance of the contracted volume.

The maximum material that will be supplied per year will reflect up to 100% of the initial consumption forecast provided. Upon depletion of the annual allocation, the minimum time before stock will be reallocated will be up to one year or the standard lead time per component for new or UTEX.

In the event that MTS consumption may exceed the annual forecast threshold, the Contractor may backfill those quantities with either New or Repair components on a like part number basis. Additionally, consumption exceeding the 100% annual forecast threshold may be fulfilled utilizing common UTEX material not specifically allocated to MTS, when available. If MTS forecasts an expected increased consumption, MTS may order additional material beyond the annual forecast threshold at any time. Any orders beyond the 100% annual forecast threshold will not be subject to liquidated damages or guaranteed shipping times, and will be subject to the standard lead time.

For components where the Contractor currently has insufficient float levels to support the required exchange thresholds, MTS requests the Contractor to increase its pool stocking levels and provide a ramp up period for each component under this contract so that the stock levels shall accommodate the minimum 70% exchange or new in-stock availability requirement.

The ramp up period will include all components with the exception of all SD100 components and will have a ramp up period not to exceed 12 months from the execution of the contract and the Contractor shall communicate to MTS the required float levels to facilitate a 100% exchange or new in-stock supply program based off MTS forecast requirements and the lead times for repair across each component at the commencement of the contract.

For the avoidance of doubt, the monthly exchange or new in-stock part volume threshold shall not exceed 110% of the average 12-month fixed forecast. Where the consumption exceeds this amount, the Contractor may at its discretion revert to the repair option until the following month. In the event of increased usage as requested by MTS, Contractor may order additional components to match the provided forecast adjustment. Lead times for any new material will have a ramp-up period not to exceed 12 months. Any material that exceeds the latest volume threshold

shall not be subject to liquidated damages. Adjustments to the annual fixed material forecast will not take place until the annual review.

B. Contractor's Service Levels and Pricing Proposal:

Contractor shall provide pricing options as follows for the items listed in Exhibit B:

- i. Service Level: New Supply
 - Pricing shall be as per the price list supplied by the Contractor in Exhibit B. These items shall be shipped from stock within 5 business days according to and up to the initial fixed consumption forecast provided.
- ii. Service Level: UTEX
 - UTEX core exchange shall be shipped from stock within 5 business days as per the price supplied by the Contractor in Exhibit B. These items shall be shipped from stock after receipt of a defective core by the Contractor.
 - Cores returned to the Contractor must have a clearly marked project identifier on the shipment container to ensure priority receiving. Any turnaround metric is contingent on the correct board being shipped by MTS and a corresponding correct purchase order. Material exceeding 70 lbs. will have additional handling time and will not be subject to liquidated damages.
- iii. Service Level: SD100
 - o Contractor will provide best efforts to support stocking requirements.
 - A thorough review of Contractor and MTS float will be necessary to update quantities. Contractor and MTS shall review the Contractor's and MTS's total available float material, the MTS material forecasts, and the MTS SD100 vehicle retirement plan on a 12-month basis to optimize support.
 - o All SD100 material will not be subject to liquidated damages.
- iv. Service Level: New Out-Of-Stock and Repair
 - Pricing and lead times shall be provided on demand as needed.

If a returned component is found to be unrepairable, a new, exchange or refurbished replacement will be made available within the designated material ramp up time as indicated in Exhibit B. The Contractor will provide a quote to replenish unrepairable MTS float material at a discounted rate. Any catastrophic failure will be handled under standard Siemens repair and replacement procedures separate from this contract. For catastrophic failures, an assessment will take place to determine if repair is possible or if a new replacement component is recommended. New unit and repair pricing to address catastrophic failures are not subject to pricing and terms under this contract and will be handled on a case-by-case basis.

In the event material included within this contract are subject to discontinuation, a last time purchase will be offered to MTS for an amount that covers a 6-month consumption quantity. In addition, the Contractor shall provide MTS with an advanced 6-month notice on items deemed for obsolescence and provide the replacement part details, source and pricing.

To ensure total compatibility with existing equipment nothing less than the parts described or an approved equivalent between MTS and the Contractor will be accepted by MTS for its needs.

PCBs requiring software shall have the current applicable software version installed prior to delivery to MTS.

C. Price and Payment

The total price herein specified, unless otherwise expressly stated, shall include all taxes of any kind which either party is required to pay with respect to the sale of the goods covered by this Agreement, including sales and use taxes, and shall include all charges and expenses for customs duties, freight charges, inspection, testing, packaging and loading unless specifically excluded. It is agreed the Contractor contract price list does not include sales tax, and this will be calculated and added to the price contained in the annual price list, via normal business process between MTS and Contractor.

Price is subject to annual escalation based on the lower of the material and labor Escalation Factor as indicated below or 3%, and currency Escalation Factor. Pricing adjustments due to currency index adjustments are not subject to a maximum cap. If market conditions change due to legislative action or other reasons that result a significant fluctuation in unit part price of 10% or greater and where this change is industry wide, MTS and Contractor will review evidence of the escalation and determine the appropriate rate of escalation for the affected parts.

The Escalation Factor will be based on an agreed upon annual material price index for railroad manufacturers, annual labor price index for railroad manufacturers, and annual currency exchange rate between United States Dollars and Euros.

The Escalated Payment Amount for each contract year will be calculated utilizing index values specified on June 1st, or the next closest date in which index values are available, during each contract year based on the formulas below, and will take effect on July 1st of each contract year.

Escalation Factor_(Material+Labor)

$$=\overline{\left(\frac{Material \ Index \ Value \ at \ Time \ of \ Escalation}{Material \ Index \ Value \ from \ Prior \ Year}}, \frac{Labor \ Index \ Value \ at \ Time \ of \ Escalation}{Labor \ Index \ Value \ from \ Prior \ Year}}\right)_{(Average.3\% \ Cap)}$$

$$Escalation \ Factor_{(Currency)} = \left(\frac{EUR \ to \ USD \ Conversion \ Rate \ at \ Time \ of \ Escalation}{EUR \ to \ USD \ Conversion \ Rate \ from \ Prior \ Year}\right)_{(Uncapped)}$$

Escalation Factor_(Total) = $\overline{(Escalation Factor_{(Material+Labor)}, Escalation Factor_{Currency})}_{(Average)}$

Escalated Payment Amount = Payment Amount × Escalation Factor_(Total)

If the Bureau of Labor Statistics discontinues the selected indexes, MTS and the Contractor shall mutually agree on an appropriate substitute index published by the Bureau of Labor Statistics. In

the event that the index is rebased by the Bureau of Labor Statistics, MTS and the Contractor agree to accept the rebased index.

D. Packaging:

All parts must be packaged individually in boxes designed to occupy the least amount of shelf space as possible without damage to the materials. The box must be clearly and visibly labeled with a decal showing "UTEX" and the product part number.

E. Purchase Orders (PO):

Orders will be placed by the MTS Purchasing Department only. All Purchase Orders (POs) must be delivered F.O.B. to SDTI, 1341 Commercial St. as indicated on the PO, unless otherwise specified by SDTI. All shipments made against a PO must be accompanied by a packing slip referencing the PO number.

F. Delivery:

All quantities up to 100% of the MTS annual forecast shall be shipped out within 5 business days of receiving the core exchange return. Any quantities that exceed the above forecast shall be delivered as per the condition available and lead time listed under the price list.

All orders must be shipped complete within this time frame unless otherwise approved.

Contractor will be notified by phone, e-mail, or fax of all shipping discrepancies. It is the Contractor's responsibility to handle all claims with the shipper, provide proof of deliveries, and correct discrepancies within five (5) working days of notification by SDTI.

G. Acceptance:

Deliverables provided under this contract shall be delivered complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery until receipt by MTS.

Contractor will not be held liable for failure to make delivery because of strikes, government regulations, acts of God or any other causes beyond their control, provided a written request for an extension of time is submitted to MTS with sufficient detail to justify such extension.

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 return products are found in conformance, MTS shall immediately approve the Contractor's invoice for payment; thereby constituting acceptance.

Payment terms begin from the date of acceptance not to exceed 5 business days from the actual delivery date. 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 either correct the deficiencies or supply new items or products within 15 business days from the return date (at the discretion of MTS), and resubmit for inspection and testing (where necessary).

H. Damaged or Defective Material:

Any materials delivered damaged or with a defect in packaging or manufacture that precludes the use of the materials for its intended purpose will be returned to the Contractor. If the part is found to be damaged upon receipt, the Contractor will make best effort to deliver the replacement item within 10 business days from the date of receipt of the return into its facilities. SDTI may request, at their discretion, a credit in full or a replacement in full. Any additional costs incurred by SDTI related to the return such as freight, packaging, or re-stocking, will be reimbursed by the Contractor.

1.2. ADDITIONS AND CHANGES

The SDTI Director of Maintenance or designee shall approve any additions or changes to parts across the contract. It is the Contractor's responsibility to notify the MTS Purchasing Department of the approved additions or changes who will then confirm with the SDTI Director of Maintenance prior to amending the contract. The Contractor will be notified and provided with a formal copy of the amendment notice to verify the change order once completed. Changes are not effective until confirmed by an executed amendment.

All requested changes to the annual forecast, whether an increase or decrease, will require a review of and potential adjustment of pricing, support levels, and stocking levels for common and MTS specific material. If MTS decreases or eliminates the annual forecast for material which has been purchased and stocked by the Contractor, MTS will be responsible for purchasing the difference in stocked materials on an annual basis per End of Contract Documentation section.

1.3. 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. <u>Advanced Payment is Not Allowable</u>

1.4. INVOICES

Invoices must be sent to the MTS Accounting Department at <u>AP@sdmts.com</u>. All invoices must have the PO number, contract number and SDTI item 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.

1.5. KEY PERFORMANCE INDICATORS (KPI)

There will be 3 Key Performance Indicators to measure the performance of this contract:

- A. On Time Shipment from Stock
- B. Percentage of Purchase Options
- C. Quality Acceptance

Siemens will be responsible for supplying KPI's on a monthly basis per the methodology below.

- A. On Time Shipment from Stock
 - a. This KPI will be measured in the following way, per the service level provided on Exhibit B.
 - i. New Supply: On Time Shipment for New Orders will be calculated from the date of creation of the Sales Order to the date the New material is shipped from a Siemens warehouse. The target for this KPI will be 5 days.
 - ii. UTEX: On Time Shipment for UTEX Orders will be calculated from the day that the defective core material is received at a Siemens warehouse to the date the UTEX material is shipped from a Siemens warehouse. The target for this KPI will be 5 days.
 - iii. Repair and Return: Repair only material will be calculated from the day that the defect material is received at a Siemens warehouse to the date the UTEX material is shipped from a Siemens warehouse. Exhibit B denotes this KPI, measured in days, for repair material by line item.
- B. Percentage of Purchase Options
 - a. This KPI will be measured by the percentage of volume (number of materials) shipped per month in accordance with each defined Service Level.
- C. Quality Acceptance
 - a. For this KPI, acceptance of shipment is considered in accordance with defined quality standards. MTS is responsible for informing Siemens of any material that is not in accordance with the quality standards within 5 business days of delivery. This KPI is calculated as a total percentage of material shipped.

1.6. LIQUIDATED DAMAGES

The Parties agree that time is of the essence under this contract. With respect to any Good(s) that is(are) not delivered in accordance with the applicable guaranteed shipment date set forth above, the Contractor agrees to apply the following percentage price adjustment discounts to the price of affected goods.

Duration	Adjustment
1 to 10 days late relative to guaranteed shipment date	Discount Equal to 5% of Good(s) Price
11 to 20 days late relative to guaranteed shipment date	Discount Equal to 10% of Good(s) Price
21 to 30 days late relative to guaranteed shipment date	Discount Equal to 15% of Good(s) Price
More than 30 days late relative to guaranteed shipment	Discount Equal to 20 % of Good(s)
date	Price

In the event of Contractor's failure to deliver Goods in accordance with the applicable guaranteed shipment date Contractor will reduce price or create a transaction credit by corresponding percentage, at the customer's sole discretion. Liquidated Damages will not be assessed for late delivery of parts for which consumption is higher than the originally forecasted demand over the lead time period or delivery is otherwise excused in accordance with Section 1.1-G. Except for the discounts set forth above, Contractor will not be liable to MTS for any consequential, special, incidental or punitive damages (including any loss of profit or revenue) due to Contractor's failure to deliver Goods in accordance with

the applicable guaranteed delivery date. Applicability of Liquidated Damages per line item is detailed in End of Contract Obligations and Liquidated Damages Applicability section.

1.7. END OF CONTRACT TERM OBLIGATIONS

A. Contract Demobilization

Contractor agrees to fully cooperate by taking all measures necessary as directed by MTS in order to secure continuity of MTS's operations at the expiration of the Contract. Specifically, MTS and the Contractor shall agree upon a demobilization plan which will take effect six months prior to the last day of the Term. This six month period prior to expiration of the contract shall be referred to as the "Demob Period". As part of this demobilization plan, within the first week of the Demob Period, Contractor shall provide MTS with a list of all MTS- contracted parts, including quantities, and lead times, that Contractor has on hand, in inventory or on order. MTS and the Contractor shall consult together and reach agreement on which Goods (Parts) Contractor will continue to order into inventory and which Goods will be consumed and not be reordered. If there are previously ordered Goods or Goods that are ordered during the Demob Period that are not scheduled to be delivered to MTS until after the contract expiration date, Contractor shall assign the purchase orders/contracts for such Goods to MTS or the successor Contractor as directed by MTS, at the current contracted price.

B. Warehouse Stocked Parts - Purchase Commitment

During the six-month period prior to the last date of the Term, MTS and the Contractor will review the disposition of any stock allocated for the Contract.

Within 6 months of the expiration of the Contract, MTS and/or Successor, as directed by MTS, shall be responsible to purchase 100% of stocked items which are specific only to MTS vehicles and/or specifically requested to be stocked by MTS.

Within 6 months of the expiration of the Contract, MTS and/or Successor, as directed by MTS, shall be responsible to purchase the specific percentage of the market share of parts and materials that are common to other transit agency fleets.

Details regarding MTS specific stocked material and shared material market share are provided in End of Contract Obligations and Liquidated Damages Applicability section.

Any contract extension between MTS and the Contractor with an equal or higher quantity of the identical materials will be transferred to the new contract, offsetting the MTS purchase commitment for those materials.

Att. C, Al 16, 06/17/2021

Forecasted Contract Value

Material	Material Description	7/1/21 to 6/30/22	2021 Unit cost	2021 total	7/1/22 to 6/30/23	2022 Unit cost	2022 total
70155531	PCB C051 C059 Digital Iface SD100 (UTEX)	1	\$5,974.00	\$5,974.00	2	\$6,153.22	\$12,306.44
70155549	PCB C027,MC Memory SD100 (UTEX)	4	\$3,164.00	\$12,656.00	5	\$3,258.92	\$16,294.60
70155564	PCB C097 C115 Pwr Convtr - SD100 (UTEX)	1	\$4,635.00	\$4,635.00	2	\$4,774.05	\$9,548.10
70166587	PCB C019 CPU Module (486) SD7 (UTEX)	1	\$7,449.00	\$7,449.00	2	\$7,672.47	\$15,344.94
70166595	PCB C003 TCN Gateway VCU SD7 (UTEX)	8	\$8,748.00	\$69,984.00	7	\$9,010.44	\$63,073.08
70166637 70166660	PCB G047 5V±15V VCU SD7 (UTEX)	2	\$2,682.00	\$5,364.00	2	\$2,762.46	\$5,524.92
70166694	PCB C031 MVB32 VCU SD7 (UTEX) PCB C039 Multi In/Output VCU SD7 (UTEX)	3	\$7,568.00 \$6,192.00	\$22,704.00 \$12,384.00	4	\$7,795.04 \$6,377.76	\$31,180.16 \$19,133.28
70185793	APS AUX PWR Supply - SD8 (UTEX)	15	\$0.00	\$100,000.00	15	\$0.00	\$100,000.00
70187823	PCB G011 Output Pulse AMP SD100 (UTEX)	2	\$4,845.00	\$9,690.00	3	\$4,990.35	\$14,971.05
70188391	PCB Board GTO Firing SD100 (UTEX)	9	\$4,845.00	\$43,605.00	10	\$4,990.35	\$49,903.50
70188516	ICU (A90)(A91) Invt Cntl Unit SD7 (UTEX)	3	\$0.00	\$0.00	4	\$0.00	\$0.00
70188730	PCB C035 C043 Chopper Ctrl SD100 (UTEX)	2	\$5,585.00	\$11,170.00	3	\$5,752.55	\$17,257.65
70188748	PCB C083 Cntr Sys Monitor SD100 (UTEX)	3	\$3,715.00	\$11,145.00	3	\$3,826.45	\$11,479.35
70188755	PCB C133 Pwr Sup Convtr - SD100 (UTEX)	1	\$4,635.00	\$4,635.00	2	\$4,774.05	\$9,548.10
70188763	PCB G071 IC Digital Signal SD100 (UTEX)	3	\$6,387.00	\$19,161.00	4	\$6,578.61	\$26,314.44
70188771 70188789	PCB G003 Outp Pulse AMP GTO SD100 (UTEX) PCB G111 Output Measure AMP SD100 (UTEX)	4	\$4,845.00 \$4,267.00	\$19,380.00 \$4,267.00	5	\$4,990.35 \$4,395.01	\$24,951.75 \$8,790.02
70188805	PCB G079 Input Train Cntr SD100 (UTEX)	1	\$5,585.00	\$5,585.00	2	\$5,752.55	\$11,505.10
70188813	PCB G063 ICD Signal GNLS SD100 (UTEX)	1	\$6,387.00	\$6,387.00	2	\$6,578.61	\$13,157.22
70188821	PCB C067 In/Output Digtal - SD100 (UTEX)	1	\$6,546.00	\$6,546.00	2	\$6,742.38	\$13,484.76
70188839	PCB G103 Input Temp Convert SD100 (UTEX)	1	\$4,997.00	\$4,997.00	2	\$5,146.91	\$10,293.82
70188847	PCB C157 Pwr Start-Up - SD100 (UTEX)	1	\$14,567.00	\$14,567.00	2	\$15,004.01	\$30,008.02
70188854	PCB G087 In/Output Analog SD100 (UTEX)	2	\$4,426.00	\$8,852.00	3	\$4,558.78	\$13,676.34
70188862	PCB G131 Ref Value Convertr SD100 (UTEX)	1	\$5,076.00	\$5,076.00	2	\$5,228.28	\$10,456.56
70196592	PCB G055 Inp Conv Dig Sgnl SD100 (UTEX)	1	\$5,585.00	\$5,585.00	2	\$5,752.55	\$11,505.10
70196600	PCB C019 CPU SD100 (UTEX)	2	\$5,197.00	\$10,394.00	3	\$5,352.91	\$16,058.73
70196634 70197483	DC Link Capacitor C1-C6 SD100 (UTEX)	1	\$5,522.00	\$5,522.00	1	\$5,687.66	\$5,687.66
70197483	Control Unit Inverter ICU - SD8 (UTEX)	18 1	\$10,188.00	\$183,384.00 \$5,522.00	20	\$10,493.64	\$209,872.80
70197989	CETAC Power Supply GTO SD100 (UTEX) PCB G019 Output Cont Dr SD100 (UTEX)	2	\$5,522.00 \$4,959.00	\$5,522.00	1	\$5,687.66 \$5,107.77	\$5,687.66 \$15,323.31
70198172	PCB C019 Central Processor - SD8 (UTEX)	3	\$4,896.00	\$14,688.00	3	\$5,042.88	\$15,128.64
70198184	PCB G031 RS485 SD7 (UTEX)	1	\$7,400.00	\$7,400.00	2	\$7,622.00	\$15,244.00
70198186	Compact Invert Unit Kernel SD8/9 (UTEX)	8	\$2,682.00	\$21,456.00	10	\$2,762.46	\$27,624.60
70198230	G047 PCS 24V-110V/5V/±15V 50W SD8 (UTEX)	1	\$20,465.00	\$20,465.00	1	\$21,078.95	\$21,078.95
70198231	Line Reactor 3.3 MH/370A Prop SD7 (UTEX)	1	\$3,479.00	\$3,479.00	1	\$3,583.37	\$3,583.37
70198233	PCB C047/SD7,G031/SD8 Bin In Conv (UTEX)	4	\$3,725.00	\$14,900.00	6	\$3,836.75	\$23,020.50
70198234	PCB C055 Output Contactor Drv SD7 (UTEX)	5	\$1,309.00	\$6,545.00	4	\$1,348.27	\$5,393.08
70198235	PCB G039 Converter SD7/SD8 (UTEX)	2	\$3,558.00	\$7,116.00	3	\$3,664.74	\$10,994.22
70198237	C039 EM1 Carrier W ACAN SD8 (UTEX)	2	\$6,192.00	\$12,384.00	3	\$6,377.76	\$19,133.28
70198238 70198239	PCB C055 Multifunction I/O SD8/9 (UTEX) PCB G039 Binary Opt 24-36V/2A SD8/9 UTEX	3	\$4,387.00 \$1,309.00	\$13,161.00 \$3,927.00	3	\$4,518.61 \$1,348.27	\$13,555.83 \$4,044.81
70198240	PCB G063 Adapter Converter - SD8 (UTEX)	1	\$1,309.00	\$1,299.00	1	\$1,346.27	\$1,337.97
70198249	Voltage Transducer QPSW SD8 (UTEX)	1	\$1,299.00	\$1,299.00	1	\$1,337.97	\$1,337.97
70198620	Combination Choke L1/L2 SD100 (UTEX)	1	\$9,325.00	\$9,325.00	1	\$9,604.75	\$9,604.75
70198621	C075 Analog Interface - SD100 (UTEX)	2	\$7,139.00	\$14,278.00	3	\$7,353.17	\$22,059.51
70198690	Radial Blower Propulsion SD7 SD8 (UTEX)	4	\$4,959.00	\$19,836.00	5	\$5,107.77	\$25,538.85
70198705	G031 Output Contact Drive SD100 (UTEX)	3	\$23,438.00	\$70,314.00	4	\$24,141.14	\$96,564.56
70198891	Line Reactor 3.3 MH/370A Prop SD8 (UTEX)	1	\$34,571.00	\$34,571.00	1	\$35,608.13	\$35,608.13
70198893	Pulse Wid Mod Invert 120KVA SD8/9 (UTEX)	3	\$1,667.00	\$5,001.00	3	\$1,717.01	\$5,151.03
70198979	Voltage Transducer SD7 (UTEX)	2	\$0.00	\$50,000.00	2	\$0.00	\$50,000.00
70198981 70199015	Compact Inverter Unit KERNEL SD7 (UTEX) SIBCOS M2000-30-9 APS - SD8 (UTEX)	3	\$6,862.00 \$49,099.00	\$20,586.00	3	\$7,067.86	\$21,203.58
70199015	DC/DC Inverter 120KVA SD8 (UTEX)	2	\$7,405.00	\$98,198.00 \$7,405.00	3	\$50,571.97 \$7,627.15	\$151,715.91 \$15,254.30
70199017	Dead Battery Start SD8 (UTEX)	2	\$55,222.00	\$110,444.00	2	\$56,878.66	\$113,757.32
70199019	Battery Charge Module APS - SD8/9 (UTEX)	1	\$4,451.00	\$4,451.00	2	\$4,584.53	\$9,169.06
70199020	Control Unit M9000 APS SD8 (UTEX)	2	\$5,210.00	\$10,420.00	2	\$5,366.30	\$10,732.60
70199025	Radial Fan APS SD8 (UTEX)	5	\$5,076.00	\$25,380.00	6	\$5,228.28	\$31,369.68
70199029	Reference Value Converter SD7/8/9 (UTEX)	3	\$16,121.00	\$48,363.00	5	\$16,604.63	\$83,023.15
70200039	Over Voltage Protection SD8 (UTEX)	1	\$1,093.00	\$1,093.00	2	\$1,125.79	\$2,251.58
70200096	QPSW4200-03 4200V;50MA APS SD8 (UTEX)	2	\$469.00	\$938.00	2	\$483.07	\$966.14
70200216	QPSW-Transducer 1000/600/400V SD8 (UTEX)	3	\$5,040.00	\$15,120.00	3	\$5,191.20	\$15,573.60
70200217 70200218	6K5-DRV-SEK SD8 (UTEX)	3	\$15,909.00 \$2.891.00	\$47,727.00	3	\$16,386.27	\$49,158.81
70200218	SIBCOS M2500-2-9 SD8 (UTEX) Line Contactor SD7 (UTEX)	1	1 1 1 1 1 1	\$2,891.00	2	\$2,977.73	\$5,955.46
70201089	PCB Power Supply 16.8-47V, 24V SD7 (UTEX)	1	\$4,857.00 \$5,426.00	\$4,857.00 \$5,426.00	1	\$5,002.71 \$5,588.78	\$5,002.71 \$11,177.56
70198890	Line Reactor SD8/SD9 (UTEX)	1	\$3,799.00	\$3,799.00	2	\$3,912.97	\$7,825.94
70198185	Power Supply 16.8-47V IN 24V (UTEX)	5	\$3,799.00	\$18,995.00	6	\$3,912.97	\$23,477.82
70201908	Over Voltage Protection (A3) SD8 (UTEX)	1	\$15,156.00	\$15,156.00	2	\$15,610.68	\$31,221.36
70201906	Battery Charger 14kVA SD8 (UTEX)	1	\$2,130.00	\$2,130.00	1	\$2,193.90	\$2,193.90
70200089	ZS-MEL-02 SD8 (UTEX)	2	\$3,951.00	\$7,902.00	2	\$4,069.53	\$8,139.06
70200095	Blower Tier SD100 (UTEX) - Fan Tray	2	\$3,951.00	\$7,902.00	3	\$4,069.53	\$12,208.59
70160358	Control Unit Vehicle (VCU) A-Car SD7/SD8 (UTEX)	1		\$0.00	1	\$0.00	\$0.00
70160275	Control Unit Vehicle (VCU) B-Car SD7/SD8 (UTEX)	1		\$0.00	1	\$0.00	\$0.00
70168229	Propulsion Container A-Car SD7 (UTEX)	1	\$110,196.61	\$110,196.61	1	\$113,502.51	\$113,502.51
70168237	Propulsion Container B-Car SD7 (UTEX)	1	\$110,196.61	\$110,196.61	1	\$113,502.51	\$113,502.51
70200091	VCU Complete B-Car SD8 (UTEX)	1		\$0.00	1	\$0.00	\$0.00
70200090	VCU Complete A-Car SD8 (UTEX)	1	A0 100 00	\$0.00	1	\$0.00	\$0.00
70198242 70188797	J000 Fan Sub Assembly SD8 (UTEX)	1	\$2,198.02	\$2,198.02	2	\$2,263.96	\$4,527.92 \$8,722.72
70188797 70201087	PCB Memory C027 SD100 (UTEX) PCB C003 TCN Gateway VCU SD8 (UTEX)	1 6	\$4,234.33 \$5,860.95	\$4,234.33 \$35,165.68	2	\$4,361.36 \$6,036.78	\$8,722.72 \$48,294.20
70201087	PCB C003 TCN Gateway VCU SD8 (UTEX)	1	\$9,556.34	\$9,556.34	2	\$9,843.03	\$46,294.20
	Total		ψ9,000.04	\$1,698,712.59	4		** *** ***
				<i>₹1,030,112.59</i>			C-1 \$2,127,956.56

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Forecasted Contract Value

Forecasted Contract Value											
Material	Material Description	7/1/23 to 6/30/24	2023 Unit cost	2023 total	7/1/24 to 6/30/25	2024 Unit cost	2024 total				
70155531	PCB C051 C059 Digital Iface SD100 (UTEX)	2	\$6,337.82	\$12,675.63	1	\$6,527.95	\$6,527.95				
70155549	PCB C027,MC Memory SD100 (UTEX)	5	\$3,356.69	\$16,783.44	3	\$3,457.39	\$10,372.16				
70155564	PCB C097 C115 Pwr Convtr - SD100 (UTEX)	2	\$4,917.27	\$9,834.54	1	\$5,064.79	\$5,064.79				
70166587	PCB C019 CPU Module (486) SD7 (UTEX)	2	\$7,902.64	\$15,805.29	2	\$8,139.72	\$16,279.45				
70166595	PCB C003 TCN Gateway VCU SD7 (UTEX)	7	\$9,280.75	\$64,965.27	7	\$9,559.18	\$66,914.23				
70188755	PCB C133 Pwr Sup Convtr - SD100 (UTEX)	2	\$4,917.27	\$9,834.54	1	\$5,064.79	\$5,064.79				
70188763	PCB G071 IC Digital Signal SD100 (UTEX)	4	\$6,775.97	\$27,103.87	2	\$6,979.25	\$13,958.49				
70188771	PCB G003 Outp Pulse AMP GTO SD100 (UTEX) PCB G111 Output Measure AMP SD100 (UTEX)	5	\$5,140.06 \$4,526.86	\$25,700.30 \$9,053.72	2	\$5,294.26 \$4,662.67	\$10,588.52 \$4,662.67				
70188789											
70188805 70188813	PCB G079 Input Train Cntr SD100 (UTEX)	2	\$5,925.13	\$11,850.25	1	\$6,102.88	\$6,102.88				
70188821	PCB G063 ICD Signal GNLS SD100 (UTEX) PCB C067 In/Output Digtal - SD100 (UTEX)	2	\$6,775.97 \$6,944.65	\$13,551.94 \$13,889.30	<u>1</u> 1	\$6,979.25 \$7,152.99	\$6,979.25 \$7,152.99				
70188839	PCB C007 In/Output Digital - SD 100 (01EX) PCB G103 Input Temp Convert SD100 (UTEX)	2	\$5,301.32	\$10,602.63	1	\$7,152.99	\$5,460.36				
70188847	PCB C157 Pwr Start-Up - SD100 (UTEX)	2	\$15,454.13	\$30,908.26	1	\$15,917.75	\$15,917.75				
70188854	PCB G087 In/Output Analog SD100 (UTEX)	3	\$4,695.54	\$14,086.63	1	\$4,836.41	\$4,836.41				
70188862	PCB G131 Ref Value Convertr SD100 (UTEX)	2	\$5,385.13	\$10,770.26	1	\$5,546.68	\$5,546.68				
70196592	PCB G055 Inp Conv Dig Sgnl SD100 (UTEX)	2	\$5,925.13	\$11,850.25	1	\$6,102.88	\$6,102.88				
70196600	PCB C019 CPU SD100 (UTEX)	3	\$5,513.50	\$16,540.49	1	\$5,678.90	\$5,678.90				
70196634	DC Link Capacitor C1-C6 SD100 (UTEX)	1	\$5,858.29	\$5,858.29	1	\$6,034.04	\$6,034.04				
70197483	Control Unit Inverter ICU - SD8 (UTEX)	20	\$10,808.45	\$216,168.98	20	\$11,132.70	\$222,654.05				
70197939	CETAC Power Supply GTO SD100 (UTEX)	1	\$5,858.29	\$5,858.29	1	\$6,034.04	\$6,034.04				
70197989	PCB G019 Output Cont Dr SD100 (UTEX)	3	\$5,261.00	\$15,783.01	1	\$5,418.83	\$5,418.83				
70198172	PCB C019 Central Processor - SD8 (UTEX)	3	\$5,194.17	\$15,582.50	4	\$5,349.99	\$21,399.97				
70198184	PCB G031 RS485 SD7 (UTEX)	2	\$7,850.66	\$15,701.32	2	\$8,086.18	\$16,172.36				
70198186	Compact Invert Unit Kernel SD8/9 (UTEX)	12	\$2,845.33	\$34,144.01	15	\$2,930.69	\$43,960.41				
70198230	G047 PCS 24V-110V/5V/±15V 50W SD8 (UTEX)	1	\$21,711.32	\$21,711.32	1	\$22,362.66	\$22,362.66				
70198231	Line Reactor 3.3 MH/370A Prop SD7 (UTEX)	1	\$3,690.87	\$3,690.87	1	\$3,801.60	\$3,801.60				
70198233	PCB C047/SD7,G031/SD8 Bin In Conv (UTEX)	6	\$3,951.85	\$23,711.12	6	\$4,070.41	\$24,422.45				
70198234	PCB C055 Output Contactor Drv SD7 (UTEX)	4	\$1,388.72	\$5,554.87	3	\$1,430.38	\$4,291.14				
70198235	PCB G039 Converter SD7/SD8 (UTEX)	3	\$3,774.68	\$11,324.05	4	\$3,887.92	\$15,551.69				
70198237 70198238	C039 EM1 Carrier W ACAN SD8 (UTEX) PCB C055 Multifunction I/O SD8/9 (UTEX)	3	\$6,569.09	\$19,707.28	3	\$6,766.17 \$4,793.79	\$20,298.50				
70198238		4	\$4,654.17	\$18,616.67	4 4		\$19,175.17 \$5,721.52				
70198240	PCB G039 Binary Opt 24-36V/2A SD8/9 UTEX PCB G063 Adapter Converter - SD8 (UTEX)	4	\$1,388.72 \$1,378.11	\$5,554.87 \$1,378.11	2	\$1,430.38 \$1,419.45	\$2,838.90				
70198249	Voltage Transducer QPSW SD8 (UTEX)	1	\$1,378.11	\$1,378.11	2	\$1,419.45	\$2,838.90				
70198620	Combination Choke L1/L2 SD100 (UTEX)	1	\$9,892.89	\$9,892.89	1	\$10,189.68	\$10,189.68				
70198621	C075 Analog Interface - SD100 (UTEX)	3	\$7,573.77	\$22,721.30	1	\$7,800.98	\$7,800.98				
70198690	Radial Blower Propulsion SD7 SD8 (UTEX)	5	\$5,261.00	\$26,305.02	6	\$5,418.83	\$32,513.00				
70198705	G031 Output Contact Drive SD100 (UTEX)	3	\$24,865.37	\$74,596.12	1	\$25,611.34	\$25,611.34				
70198891	Line Reactor 3.3 MH/370A Prop SD8 (UTEX)	1	\$36,676.37	\$36,676.37	1	\$37,776.67	\$37,776.67				
70198893	Pulse Wid Mod Invert 120KVA SD8/9 (UTEX)	3	\$1,768.52	\$5,305.56	4	\$1,821.58	\$7,286.30				
70198979	Voltage Transducer SD7 (UTEX)	2	\$0.00	\$50,000.00	3	\$0.00	\$50,000.00				
70198981	Compact Inverter Unit KERNEL SD7 (UTEX)	3	\$7,279.90	\$21,839.69	3	\$7,498.29	\$22,494.88				
70199015	SIBCOS M2000-30-9 APS - SD8 (UTEX)	3	\$52,089.13	\$156,267.39	3	\$53,651.80	\$160,955.41				
70199016	DC/DC Inverter 120KVA SD8 (UTEX)	2	\$7,855.96	\$15,711.93	2	\$8,091.64	\$16,183.29				
70199017	Dead Battery Start SD8 (UTEX)	2	\$58,585.02	\$117,170.04	2	\$60,342.57	\$120,685.14				
70199019	Battery Charge Module APS - SD8/9 (UTEX)	2	\$4,722.07	\$9,444.13	2	\$4,863.73	\$9,727.46				
70199020	Control Unit M9000 APS SD8 (UTEX)	2	\$5,527.29	\$11,054.58	2	\$5,693.11	\$11,386.22				
70199025	Radial Fan APS SD8 (UTEX)	6	\$5,385.13	\$32,310.77	6	\$5,546.68	\$33,280.09				
70199029	Reference Value Converter SD7/8/9 (UTEX)	5	\$17,102.77	\$85,513.84	5	\$17,615.85	\$88,079.26				
70200039 70200096	Over Voltage Protection SD8 (UTEX)	2	\$1,159.56	\$2,319.13	2	\$1,194.35	\$2,388.70				
70200216	QPSW4200-03 4200V;50MA APS SD8 (UTEX) QPSW-Transducer 1000/600/400V SD8 (UTEX)	2	\$497.56 \$5.346.94	\$995.12 \$16.040.81	2 4	\$512.49 \$5.507.34	\$1,024.98 \$22,029,38				
70200210	6K5-DRV-SEK SD8 (UTEX)	3	\$5,346.94	\$16,040.81 \$50,633.57	4 4	\$5,507.34	\$22,029.38 \$69,536.78				
70200218	SIBCOS M2500-2-9 SD8 (UTEX)	2	\$3,067.06	\$50,633.57 \$6,134.12	2	\$3,159.07	\$6,318.15				
70201089	Line Contactor SD7 (UTEX)	1	\$5,152.79	\$5,152.79	1	\$5,307.38	\$5,307.38				
70201088	PCB Power Supply 16.8-47V, 24V SD7 (UTEX)	2	\$5,756,44	\$11,512.89	3	\$5,929.14	\$17,787.41				
70198890	Line Reactor SD8/SD9 (UTEX)	2	\$4,030.36	\$8,060.72	2	\$4,151.27	\$8,302.54				
70198185	Power Supply 16.8-47V IN 24V (UTEX)	6	\$4,030.36	\$24,182.15	6	\$4,151.27	\$24,907.62				
70201908	Over Voltage Protection (A3) SD8 (UTEX)	2	\$16,079.00	\$32,158.00	2	\$16,561.37	\$33,122.74				
70201906	Battery Charger 14kVA SD8 (UTEX)	1	\$2,259.72	\$2,259.72	1	\$2,327.51	\$2,327.51				
70200089	ZS-MEL-02 SD8 (UTEX)	2	\$4,191.62	\$8,383.23	2	\$4,317.36	\$8,634.73				
70200095	Blower Tier SD100 (UTEX) - Fan Tray	3	\$4,191.62	\$12,574.85	1	\$4,317.36	\$4,317.36				
70160358	Control Unit Vehicle (VCU) A-Car SD7/SD8 (UTEX)	1	\$0.00	\$0.00	1	\$0.00	\$0.00				
70160275	Control Unit Vehicle (VCU) B-Car SD7/SD8 (UTEX)	1	\$0.00	\$0.00	1	\$0.00	\$0.00				
70168229	Propulsion Container A-Car SD7 (UTEX)	1	\$116,907.58	\$116,907.58	1	\$120,414.81	\$120,414.81				
70168237	Propulsion Container B-Car SD7 (UTEX)	1	\$116,907.58	\$116,907.58	1	\$120,414.81	\$120,414.81				
70200091	VCU Complete B-Car SD8 (UTEX)	1	\$0.00	\$0.00	1	\$0.00	\$0.00				
70200090	VCU Complete A-Car SD8 (UTEX)	1	\$0.00	\$0.00	1	\$0.00	\$0.00				
70198242	J000 Fan Sub Assembly SD8 (UTEX)	2	\$2,331.88	\$4,663.76	2	\$2,401.84	\$4,803.67				
70400707	PCB Memory C027 SD100 (UTEX)	2	\$4,492.20	\$8,984.40	1	\$4,626.97	\$4,626.97				
70188797			AA A17 AA	¢ 10 7 10 00	0	#0.101.10	#F1 OOF C2				
70188797 70201087 70201073	PCB C003 TCN Gateway VCU SD8 (UTEX) PCB C003 TCN Gateway VCU SD9 (UTEX)	8	\$6,217.88 \$10,138.32	\$49,743.03 \$40,553.28	8 4	\$6,404.42 \$10,442.47	\$51,235.32 \$41,769.88				

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Forecasted Contract Value

Forecasted Contract Value										
Material	Material Description	7/1/25 to 6/30/26	2025 Unit cost	2025 total	7/1/26 to 6/30/27	2026 Unit cost	2026 total			
0155531	PCB C051 C059 Digital Iface SD100 (UTEX)	0	\$6,723.79	\$0.00	0	\$6,925.50	\$0.			
0155549	PCB C027,MC Memory SD100 (UTEX)	0	\$3,561.11	\$0.00	0	\$3,667.94	\$0.			
0155564 0166587	PCB C097 C115 Pwr Convtr - SD100 (UTEX)	0	\$5,216.73	\$0.00	0	\$5,373.24	\$0.			
0166595	PCB C019 CPU Module (486) SD7 (UTEX) PCB C003 TCN Gateway VCU SD7 (UTEX)	2	\$8,383.92 \$9,845.95	\$16,767.83 \$68,921.66	2	\$8,635.43 \$10,141.33	\$17,270. \$70.989.			
0166637	PCB G047 5V±15V VCU SD7 (UTEX)	2	\$3,018.61	\$6,037.23	2	\$3,109.17	\$6,218.			
0166660	PCB C031 MVB32 VCU SD7 (UTEX)	4	\$8,517.85	\$34,071.40	4	\$8,773.39	\$35,093.			
0166694	PCB C039 Multi In/Output VCU SD7 (UTEX)	3	\$6,969.15	\$20,907.45	3	\$7,178.23	\$21,534.			
0185793 0187823	APS AUX PWR Supply - SD8 (UTEX)	15	\$0.00	\$100,000.00	15	\$0.00	\$100,000.			
0187823	PCB G011 Output Pulse AMP SD100 (UTEX) PCB Board GTO Firing SD100 (UTEX)	0	\$5,453.09 \$5,453.09	\$0.00 \$0.00	0	\$5,616.68 \$5,616.68	\$0. \$0.			
0188516	ICU (A90)(A91) Invt Cntl Unit SD7 (UTEX)	4	\$0.00	\$0.00	4	\$0.00	\$0.			
0188730	PCB C035 C043 Chopper Ctrl SD100 (UTEX)	0	\$6,285.97	\$0.00	0	\$6,474.55	\$0.			
0188748	PCB C083 Cntr Sys Monitor SD100 (UTEX)	0	\$4,181.27	\$0.00	0	\$4,306.70	\$0.			
0188755	PCB C133 Pwr Sup Convtr - SD100 (UTEX)	0	\$5,216.73	\$0.00	0	\$5,373.24	\$0.			
0188763 0188771	PCB G071 IC Digital Signal SD100 (UTEX)	0	\$7,188.62	\$0.00 \$0.00	0	\$7,404.28	\$0. \$0.			
0188789	PCB G003 Outp Pulse AMP GTO SD100 (UTEX) PCB G111 Output Measure AMP SD100 (UTEX)	0	\$5,453.09 \$4,802.55	\$0.00	0	\$5,616.68 \$4,946.62	\$0.			
0188805	PCB G079 Input Train Cntr SD100 (UTEX)	0	\$6,285.97	\$0.00	0	\$6,474.55	\$0.			
0188813	PCB G063 ICD Signal GNLS SD100 (UTEX)	0	\$7,188.62	\$0.00	0	\$7,404.28	\$0.			
0188821	PCB C067 In/Output Digtal - SD100 (UTEX)	0	\$7,367.58	\$0.00	0	\$7,588.61	\$0.			
0188839	PCB G103 Input Temp Convert SD100 (UTEX)	0	\$5,624.17	\$0.00	0	\$5,792.89	\$0.			
0188847	PCB C157 Pwr Start-Up - SD100 (UTEX)	0	\$16,395.29	\$0.00	0	\$16,887.15	\$0.			
)188854)188862	PCB G087 In/Output Analog SD100 (UTEX) PCB G131 Ref Value Convertr SD100 (UTEX)	0	\$4,981.50 \$5,713.08	\$0.00 \$0.00	0	\$5,130.95 \$5,884.48	\$0. \$0.			
)196592	PCB G131 Ref Value Convert SD100 (UTEX) PCB G055 Inp Conv Dig Sgnl SD100 (UTEX)	0	\$6,285.97	\$0.00	0	\$5,884.48	\$0.			
0196600	PCB C019 CPU SD100 (UTEX)	0	\$5,849.27	\$0.00	0	\$6,024.75	\$0.			
0196634	DC Link Capacitor C1-C6 SD100 (UTEX)	0	\$6,215.06	\$0.00	0	\$6,401.51	\$0.			
0197483	Control Unit Inverter ICU - SD8 (UTEX)	20	\$11,466.68	\$229,333.68	20	\$11,810.68	\$236,213			
0197939	CETAC Power Supply GTO SD100 (UTEX)	0	\$6,215.06	\$0.00	0	\$6,401.51	\$0.			
)197989)198172	PCB G019 Output Cont Dr SD100 (UTEX)	0 4	\$5,581.40	\$0.00 \$22,041.96	0	\$5,748.84	\$0			
)198184	PCB C019 Central Processor - SD8 (UTEX) PCB G031 RS485 SD7 (UTEX)	2	\$5,510.49 \$8,328.77	\$22,041.96 \$16.657.53	4	\$5,675.81 \$8,578.63	\$22,703 \$17,157			
0198186	Compact Invert Unit Kernel SD8/9 (UTEX)	15	\$3,018.61	\$45,279.22	15	\$3,109.17	\$46,637			
198230	G047 PCS 24V-110V/5V/±15V 50W SD8 (UTEX)	1	\$23,033.54	\$23,033.54	1	\$23,724.54	\$23,724			
198231	Line Reactor 3.3 MH/370A Prop SD7 (UTEX)	1	\$3,915.65	\$3,915.65	1	\$4,033.11	\$4,033			
198233	PCB C047/SD7,G031/SD8 Bin In Conv (UTEX)	6	\$4,192.52	\$25,155.12	6	\$4,318.30	\$25,909			
198234	PCB C055 Output Contactor Drv SD7 (UTEX)	3	\$1,473.29	\$4,419.87	3	\$1,517.49	\$4,552			
)198235)198237	PCB G039 Converter SD7/SD8 (UTEX) C039 EM1 Carrier W ACAN SD8 (UTEX)	4 3	\$4,004.56 \$6,969.15	\$16,018.24 \$20,907.45	4	\$4,124.70 \$7,178.23	\$16,498 \$21,534			
)198238	PCB C055 Multifunction I/O SD8/9 (UTEX)	6	\$4,937.61	\$29,625.64	6	\$5,085.74	\$30,514			
198239	PCB G039 Binary Opt 24-36V/2A SD8/9 UTEX	6	\$1,473.29	\$8,839.75	6	\$1,517.49	\$9,104			
198240	PCB G063 Adapter Converter - SD8 (UTEX)	2	\$1,462.04	\$2,924.07	2	\$1,505.90	\$3,011			
)198249	Voltage Transducer QPSW SD8 (UTEX)	2	\$1,462.04	\$2,924.07	2	\$1,505.90	\$3,011			
0198620	Combination Choke L1/L2 SD100 (UTEX)	0	\$10,495.37	\$0.00	0	\$10,810.23	\$0.			
0198621 0198690	C075 Analog Interface - SD100 (UTEX) Radial Blower Propulsion SD7 SD8 (UTEX)	0	\$8,035.01 \$5,581.40	\$0.00 \$33,488.39	0	\$8,276.06 \$5,748.84	\$0. \$34,493			
0198090	G031 Output Contact Drive SD100 (UTEX)	0	\$26,379.68	\$33,488.39	0	\$5,746.64	<u>\$34,493</u> \$0.			
0198891	Line Reactor 3.3 MH/370A Prop SD8 (UTEX)	1	\$38,909.97	\$38,909.97	2	\$40,077.26	\$80,154			
0198893	Pulse Wid Mod Invert 120KVA SD8/9 (UTEX)	4	\$1,876.22	\$7,504.89	4	\$1,932.51	\$7,730			
0198979	Voltage Transducer SD7 (UTEX)	3	\$0.00	\$50,000.00	3	\$0.00	\$50,000			
0198981	Compact Inverter Unit KERNEL SD7 (UTEX)	3	\$7,723.24	\$23,169.72	3	\$7,954.94	\$23,864			
0199015	SIBCOS M2000-30-9 APS - SD8 (UTEX)	4	\$55,261.36	\$221,045.43	4	\$56,919.20	\$227,676			
0199016 0199017	DC/DC Inverter 120KVA SD8 (UTEX) Dead Battery Start SD8 (UTEX)	2 3	\$8,334.39 \$62,152.85	\$16,668.79 \$186,458.54	2	\$8,584.42 \$64,017.43	\$17,168 \$192,052			
)199019	Battery Charge Module APS - SD8/9 (UTEX)	2	\$5.009.64	\$10,019.28	2	\$5,159.93	\$10,319			
0199020	Control Unit M9000 APS SD8 (UTEX)	2	\$5,863.90	\$11,727.80	2	\$6,039.82	\$12,079			
199025	Radial Fan APS SD8 (UTEX)	6	\$5,713.08	\$34,278.50	6	\$5,884.48	\$35,306			
)199029	Reference Value Converter SD7/8/9 (UTEX)	5	\$18,144.33	\$90,721.64	5	\$18,688.66	\$93,443			
200039	Over Voltage Protection SD8 (UTEX)	2	\$1,230.18	\$2,460.36	2	\$1,267.09	\$2,534			
200096	QPSW4200-03 4200V;50MA APS SD8 (UTEX)	2 4	\$527.86	\$1,055.73	2	\$543.70	\$1,087			
200216	QPSW-Transducer 1000/600/400V SD8 (UTEX) 6K5-DRV-SEK SD8 (UTEX)	4 4	\$5,672.56 \$17,905.72	\$22,690.26 \$71,622.88	4 4	\$5,842.74 \$18,442.89	\$23,370 \$73,771			
200218	SIBCOS M2500-2-9 SD8 (UTEX)	2	\$3,253.85	\$6,507.69	2	\$3,351.46	\$6,702			
201089	Line Contactor SD7 (UTEX)	1	\$5,466.60	\$5,466.60	1	\$5,630.59	\$5,630			
201088	PCB Power Supply 16.8-47V, 24V SD7 (UTEX)	3	\$6,107.01	\$18,321.03	3	\$6,290.22	\$18,870			
198890	Line Reactor SD8/SD9 (UTEX)	2	\$4,275.81	\$8,551.62	3	\$4,404.08	\$13,212			
198185	Power Supply 16.8-47V IN 24V (UTEX) Over Voltage Protection (A3) SD8 (UTEX)	8	\$4,275.81	\$34,206.46	8	\$4,404.08	\$35,232			
201908	Battery Charger 14kVA SD8 (UTEX)	2 2	\$17,058.21 \$2,397.33	\$34,116.42 \$4,794.67	2	\$17,569.96 \$2,469.25	\$35,139 \$4,938			
200089	ZS-MEL-02 SD8 (UTEX)	3	\$4,446.89	\$13,340.66	3	\$4,580.29	\$13,740			
200095	Blower Tier SD100 (UTEX) - Fan Tray	0	\$4,446.89	\$0.00	0	\$4,580.29	\$0			
160358	Control Unit Vehicle (VCU) A-Car SD7/SD8 (UTEX)	1	\$0.00	\$0.00	1	\$0.00	\$0			
160275	Control Unit Vehicle (VCU) B-Car SD7/SD8 (UTEX)	1	\$0.00	\$0.00	1	\$0.00	\$0			
168229	Propulsion Container A-Car SD7 (UTEX)	1	\$124,027.26	\$124,027.26	1	\$127,748.07	\$127,748			
168237	Propulsion Container B-Car SD7 (UTEX)	1	\$124,027.26	\$124,027.26	1	\$127,748.07	\$127,748			
200091	VCU Complete B-Car SD8 (UTEX) VCU Complete A-Car SD8 (UTEX)	1	\$0.00 \$0.00	\$0.00 \$0.00	1	\$0.00 \$0.00	\$0 \$0			
)198242	J000 Fan Sub Assembly SD8 (UTEX)	2	\$2,473.89	\$0.00	2	\$2,548.11	\$5,096			
)188797	PCB Memory C027 SD100 (UTEX)	0	\$4,765.78	\$0.00	0	\$4,908.75	<u>\$0,050</u>			
201087	PCB C003 TCN Gateway VCU SD8 (UTEX)	8	\$6,596.55	\$52,772.38	8	\$6,794.44	\$54,355			
201073	PCB C003 TCN Gateway VCU SD9 (UTEX)	4	\$10,755.74	\$43,022.98	4	\$11,078.42	\$44,313			

Forecasted Contract Value

Att. C. Al 16, 06/17/2021

	Forecasted Cont		Att. C. Al	16, 06/17/2
Material	Material Description	7/1/27 to 6/30/28	2027 Unit cost	2027 total
0155531	PCB C051 C059 Digital Iface SD100 (UTEX)	0	\$7,133.27	\$0.0
0155549	PCB C027,MC Memory SD100 (UTEX)	0	\$3,777.98	\$0.0
0155564	PCB C097 C115 Pwr Convtr - SD100 (UTEX)	0	\$5,534.43	\$0.0
0166587	PCB C019 CPU Module (486) SD7 (UTEX)	2	\$8,894.50	\$17,788.9
0166595	PCB C003 TCN Gateway VCU SD7 (UTEX)	7	\$10,445.57	\$73,118.9
0166637	PCB G047 5V±15V VCU SD7 (UTEX)	2	\$3,202.45	\$6,404.9
0166660	PCB C031 MVB32 VCU SD7 (UTEX)	4	\$9,036.59	\$36,146.3
0166694	PCB C039 Multi In/Output VCU SD7 (UTEX)	3	\$7,393.57	\$22,180.7
0185793	APS AUX PWR Supply - SD8 (UTEX)	15	\$0.00	\$100,000.0
0187823	PCB G011 Output Pulse AMP SD100 (UTEX)	0	\$5,785.18	\$0.0
0188391	PCB Board GTO Firing SD100 (UTEX)	0	\$5,785.18	\$0.0
0188516	ICU (A90)(A91) Invt Cntl Unit SD7 (UTEX)	4	\$0.00	\$0.0
0188730	PCB C035 C043 Chopper Ctrl SD100 (UTEX)	0	\$6,668.78	\$0.0
0188748	PCB C083 Cntr Sys Monitor SD100 (UTEX)	0	\$4,435.90	\$0.0
0188755	PCB C133 Pwr Sup Convtr - SD100 (UTEX)	0	\$5,534.43	\$0.0
0188763	PCB G071 IC Digital Signal SD100 (UTEX)	0	\$7,626.41	\$0.0
0188771	PCB G003 Outp Pulse AMP GTO SD100 (UTEX)	0	\$5,785.18	\$0.0
0188789	PCB G111 Output Measure AMP SD100 (UTEX)	0	\$5,095.02	\$0.0
0188805	PCB G079 Input Train Cntr SD100 (UTEX)	0	\$6,668.78	\$0.0
0188813	PCB G063 ICD Signal GNLS SD100 (UTEX)	0	\$7,626.41	\$0.0
0188821	PCB C067 In/Output Digtal - SD100 (UTEX)	0	\$7,816.27	\$0.0
0188839	PCB G103 Input Temp Convert SD100 (UTEX)	0	\$5,966.68	\$0.0
0188847	PCB C157 Pwr Start-Up - SD100 (UTEX)	0	\$17,393.76	\$0.0
0188854	PCB G087 In/Output Analog SD100 (UTEX)	0	\$5,284.88	\$0.0
0188862	PCB G131 Ref Value Convertr SD100 (UTEX)	0	\$6,061.01	\$0.0
0196592	PCB G055 Inp Conv Dig Sgnl SD100 (UTEX)	0	\$6,668.78	\$0.0
0196600	PCB C019 CPU SD100 (UTEX)	0	\$6,205.49	\$0.0
0196634	DC Link Capacitor C1-C6 SD100 (UTEX)	0	\$6,593.56	\$0.0
0190034	Control Unit Inverter ICU - SD8 (UTEX)	20		\$0.0 \$243,300.1
0197483			\$12,165.00	
0197939	CETAC Power Supply GTO SD100 (UTEX)	0	\$6,593.56	\$0.0
	PCB G019 Output Cont Dr SD100 (UTEX)	0	\$5,921.31	\$0.0
0198172	PCB C019 Central Processor - SD8 (UTEX)	4	\$5,846.08	\$23,384.3
0198184	PCB G031 RS485 SD7 (UTEX)	2	\$8,835.99	\$17,671.9
0198186	Compact Invert Unit Kernel SD8/9 (UTEX)	15	\$3,202.45	\$48,036.7
0198230	G047 PCS 24V-110V/5V/±15V 50W SD8 (UTEX)	1	\$24,436.28	\$24,436.2
0198231	Line Reactor 3.3 MH/370A Prop SD7 (UTEX)	1	\$4,154.11	\$4,154.1
)198233	PCB C047/SD7,G031/SD8 Bin In Conv (UTEX)	6	\$4,447.84	\$26,687.0
0198234	PCB C055 Output Contactor Drv SD7 (UTEX)	3	\$1,563.01	\$4,689.0
0198235	PCB G039 Converter SD7/SD8 (UTEX)	4	\$4,248.44	\$16,993.7
0198237	C039 EM1 Carrier W ACAN SD8 (UTEX)	3	\$7,393.57	\$22,180.7
0198238	PCB C055 Multifunction I/O SD8/9 (UTEX)	6	\$5,238.31	\$31,429.8
0198239	PCB G039 Binary Opt 24-36V/2A SD8/9 UTEX	6	\$1,563.01	\$9,378.0
0198240	PCB G063 Adapter Converter - SD8 (UTEX)	2	\$1,551.07	\$3,102.1
0198249	Voltage Transducer QPSW SD8 (UTEX)	2	\$1,551.07	\$3,102.1
0198620	Combination Choke L1/L2 SD100 (UTEX)	0	\$11,134.54	\$0.0
0198621	C075 Analog Interface - SD100 (UTEX)	0	\$8,524.34	\$0.0
0198690	Radial Blower Propulsion SD7 SD8 (UTEX)	6	\$5,921.31	\$35,527.8
0198705	G031 Output Contact Drive SD100 (UTEX)	0	\$27,986.20	\$0.0
0198891	Line Reactor 3.3 MH/370A Prop SD8 (UTEX)	2	\$41,279.58	\$82,559.1
0198893	Pulse Wid Mod Invert 120KVA SD8/9 (UTEX)	4	\$1,990.49	\$7,961.9
0198979	Voltage Transducer SD7 (UTEX)	3	\$0.00	\$50,000.0
0198981	Compact Inverter Unit KERNEL SD7 (UTEX)	3	\$8,193.59	\$24,580.7
0199015	SIBCOS M2000-30-9 APS - SD8 (UTEX)	4	\$58,626.77	\$234,507.0
0199016	DC/DC Inverter 120KVA SD8 (UTEX)	2	\$8,841.96	\$17,683.9
0199017	Dead Battery Start SD8 (UTEX)	3	\$65,937.96	\$197,813.8
0199019	Battery Charge Module APS - SD8/9 (UTEX)	2	\$5,314.73	\$10,629.4
0199020	Control Unit M9000 APS SD8 (UTEX)		\$6,221.01	
199020	Radial Fan APS SD8 (UTEX)	6		\$12,442.0
199025			\$6,061.01	\$36,366.0
)200039	Reference Value Converter SD7/8/9 (UTEX) Over Voltage Protection SD8 (UTEX)	5	\$19,249.32	\$96,246.5
		2	\$1,305.10	\$2,610.2
200096	QPSW4200-03 4200V;50MA APS SD8 (UTEX)	2	\$560.01	\$1,120.0
200216	QPSW-Transducer 1000/600/400V SD8 (UTEX)	4	\$6,018.02	\$24,072.0
200217	6K5-DRV-SEK SD8 (UTEX)	4	\$18,996.18	\$75,984.7
0200218	SIBCOS M2500-2-9 SD8 (UTEX)	2	\$3,452.01	\$6,904.0
201089	Line Contactor SD7 (UTEX)	1	\$5,799.51	\$5,799.5
201088	PCB Power Supply 16.8-47V, 24V SD7 (UTEX)	3	\$6,478.93	\$19,436.7
198890	Line Reactor SD8/SD9 (UTEX)	3	\$4,536.20	\$13,608.6
198185	Power Supply 16.8-47V IN 24V (UTEX)	8	\$4,536.20	\$36,289.6
201908	Over Voltage Protection (A3) SD8 (UTEX)	2	\$18,097.06	\$36,194.1
201906	Battery Charger 14kVA SD8 (UTEX)	2	\$2,543.33	\$5,086.6
200089	ZS-MEL-02 SD8 (UTEX)	3	\$4,717.70	\$14,153.1
200095	Blower Tier SD100 (UTEX) - Fan Tray	0	\$4,717.70	\$0.0
160358	Control Unit Vehicle (VCU) A-Car SD7/SD8 (UTEX)	1	\$0.00	\$0.0
0160275	Control Unit Vehicle (VCU) B-Car SD7/SD8 (UTEX)	1	\$0.00	\$0.0
)168229	Propulsion Container A-Car SD7 (UTEX)	1	\$131,580.52	\$131,580.5
168237	Propulsion Container B-Car SD7 (UTEX)	1	\$131,580.52	\$131,580.5
200091	VCU Complete B-Car SD8 (UTEX)	1	\$0.00	\$0.0
200091	VCU Complete A-Car SD8 (UTEX)	1	\$0.00	\$0.0
	J000 Fan Sub Assembly SD8 (UTEX)	2		
198242			\$2,624.55	\$5,249.1
188797	PCB Memory C027 SD100 (UTEX)	0	\$5,056.01	\$0.0
201087	PCB C003 TCN Gateway VCU SD8 (UTEX) PCB C003 TCN Gateway VCU SD9 (UTEX)	8	\$6,998.28 \$11,410.77	\$55,986.2
0201073			\$11/11/77	\$45,643.0

 Sub-total
 \$14,296,007.21

 2.5% contingency (includes items with no consumption history)
 \$357,400.18

 Forecasted Total (7-Years)

 \$14,653,407.39



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Agenda Item No. <u>17</u>

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

SEMIANNUAL UNIFORM REPORT OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) AWARDS AND PAYMENTS

INFORMATIONAL ITEM

Budget Impact

None.

DISCUSSION:

As a Federal Transit Administration (FTA) grantee, San Diego Metropolitan Transit System (MTS) complies with the federal regulations set forth in 49 CFR Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program.

I. Goals of MTS's DBE Program

The goals of MTS's race-neutral DBE program are:

- 1. to ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2. to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- 3. to ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4. to ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- 5. to help remove barriers to the participation of DBEs in DOT-assisted contracts;
- 6. to assist the development of firms that can compete successfully in the marketplace outside of the DBE program; and
- 7. to provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.



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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities.

II. MTS's DBE Triennial Overall Goal for FFY 2019-2021

The DBE regulations require MTS to prepare a DBE Triennial Overall Goal. The DBE Triennial Overall Goal is established upon the number of ready, willing, and able DBE contractors within MTS's geographic market area that are available to bid on MTS's federally assisted procurements (excludes transit vehicle procurements). For the current triennial reporting period (October 1, 2018 to September 30, 2021), MTS has an aspirational overall goal of **2.9%** DBE participation on federally funded contracts.

III. Participation by certified DBEs

For purposes of reporting DBE participation to the FTA, MTS may only count participation by <u>certified</u> DBE contractors. In order to be certified as a DBE through the California Unified Certification Program, contractors must:

- have a majority owner who is socially and economically disadvantaged (Native Americans, African Americans, Hispanics, Asian-Pacific, Subcontinent Asian Americans and women are currently presumed to be socially and economically disadvantaged by the DOT);
- (2) the majority owner must have a personal net worth of less than **\$1,320,000**; and
- (3) the business must be a **small business** and, for *most* types of businesses, have average annual gross receipts less than **\$23,980,000**.

Per DOT DBE Regulations, MTS *may not* count participation from certified minority owned businesses (MBE), disabled veteran owned businesses (DVBE), women owned businesses (WBE), small businesses (SB) or lesbian gay bisexual transgender owned businesses (LGBTBE) (collectively referred to as SBEs) toward meeting its DBE Triennial Overall Goal. Nonetheless, MTS encourages participation from, conducts outreach to, and tracks awards to SBEs.

IV. Race-Neutral Outreach Measures to Increase DBE and SBE Participation

A race-neutral DBE program means that there are no DBE contract specific goals and no advantages provided to interested DBE contractors when submitting bids or proposals. Successful bidders are chosen using race-neutral means, generally through a low-bid or best-value procurement process.

To increase DBE participation on MTS's federally assisted procurements, as well as SBE participation on all MTS's contracts, MTS conducts outreach to DBEs and SBEs in an effort to inform them of upcoming MTS procurements. The following are some of the race-neutral measures MTS has implemented:

1. outreach to past and current MBEs, DVBEs, WBEs, SBs and LGBTBEs to discuss the benefits of DBE certification and what qualifications are necessary to become DBE certified, as some may already qualify;

- 2. outreach to past and current DBEs, MBEs, DVBEs, WBEs, SBs and LGBTBEs requesting that they register on PlanetBids so they can receive automatic notification of upcoming MTS formal procurements;
- 3. for small purchase procurements in which MTS must seek out three (3) bids, MTS aims to advertise more of these procurement on PlanetBids so as to increase the potential of DBEs, MBEs, DVBEs, WBEs, SBs or LGBTBEs learning of the procurement, if such a contractor is available to perform the work;
- 4. for small purchase procurements in which MTS must seek out three (3) bids, seeking at least one (1) of those bids from a DBE or SBE, if available; and
- 5. attend and actively promote small business conferences and programs to alert DBEs, MBEs, DVBEs, WBEs, SBs or LGBTBEs of upcoming MTS contracting opportunities and to educate about MTS's procurement and DBE program.

Due to the COVID-19 public health emergency, in-person outreach events have been cancelled until further notice. There have been limited virtual outreach events hosted by other agencies requesting MTS's participation.

MTS continued to attend San Diego Public Agency Consortium bi-monthly meetings, virtually. At these meetings, San Diego County public agencies discussed upcoming planned virtual workshops and best practices regarding their agency's DBE and SB programs.

MTS plans to host its own DBE and SBE Outreach Event, virtually, on June 22, 2021. The event will include information on MTS's DBE Program, information on how to bid with MTS, presentations from certifying agencies, as well as presentations from SANDAG and NCTD regarding their upcoming projects.

V. Federally Funded Procurements

Only contracts awarded and paid by MTS using federal funds (or a portion of federal funds) are reported to the FTA per DOT DBE Regulations. MTS generally reserves federal funds for transit vehicle procurements, transit facility improvements, state-of-good-repair vehicle or system preventative maintenance projects, and contracted fixed route and paratransit services. MTS generally uses local and state funds for capital projects (e.g. construction, engineering), administrative costs and other expenses (e.g. marketing expenses, land management, office supplies).

VI. <u>Summary of Semi-Annual DBE Report Achievement (Federal Funds Only)</u>

The FTA Semi-Annual Report for October 1, 2020 to March 30, 2021 is the fifth of six reports in the triennial period of FFY 2019-2021.

a. Contracts Awarded

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 2.9% for contracts awarded. MTS achieved **0.03%** DBE participation for contracts awarded.

	Federal Contract	Federal Contract Awards/Commitments							
REPORTING PERIOD	Total Federal \$\$	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>					
Federal Funds: Oct 1 2020 to Mar 31 2021	\$182,514,682.65	\$45,759.00	0.03%	-2.87%					

The main reason for why MTS was not able to meet its DBE Triennial Overall Goal for contracts awarded was due to awarding a very large contract to a non-DBE firm.

MTS awarded a contract to Transdev, a non-DBE firm, for a six (6) year base contract to perform fixed route services in the amount of \$506,385,448.54 (36% federally funded). There is limited DBE potential within this contract because it primarily pays for labor costs (i.e. bus operator and other administrative personnel costs). Due to the specifications needed for these contracts, there were no ready, willing and able DBEs available to perform these services when the contracts were awarded. If MTS had not awarded this contract during this particular reporting period, MTS would have achieved its DBE Triennial Overall Goal (See Attachment A for a review of what MTS's DBE achievement would have been, but for this contract).

b. Contracts Open

For this reporting period, MTS **did not achieve** its DBE Triennial Overall Goal of 2.9% for contracts opened. MTS achieved **2.45%** DBE participation for contracts opened.

		Federal Contracts Open/Payments During Reporting Period						
REPORTING PERIOD	Total Federal \$\$	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>				
Federal Funds: Oct 1 2020 to Mar 31 2021	\$35,808,767.05	\$854,353.00	2.39%	-0.51%				

Despite ongoing payments to **NMS Management**, a **DBE** firm, for janitorial and antigraffiti services in the amount of \$823,211.86 (80% federally funded), paid between October 1, 2020 to March 31, 2021, and other payments on smaller contracts to DBE firms, MTS was not able to meet its DBE Triennial Overall Goal for contracts opened. The main reason is due to the newly awarded contract to Transdev, a non-DBE firm, for fixed route services. Since this contract is being paid with a significant amount of federal dollars, it is diluting the achieved DBE participation for contracts opened.

c. Contracts Completed

For this reporting period, MTS **achieved** its DBE Triennial Overall Goal of 2.9% for contracts completed. MTS achieved **9.17%** DBE participation for contracts completed.

	Federal Contracts C	Completed/Total F	Payments	Goal
REPORTING PERIOD	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 2.9%</u>
Federal Funds: Oct 1 2020 to Mar 31 2021	\$3,925,872.97	\$360,092.34	9.17%	+6.27%

The main reason why MTS was able to meet its DBE Triennial Overall Goal for contracts completed was due to completing a contract with **My Electrician**, a **DBE** firm, for VMS Monitors, paying out a total of \$436,796.77 (80% federally funded).

Please note, MTS decides contract performance periods based on MTS business and operational needs. Every reporting period will differ on the number, type and dollar amount of contracts closed out.

VII. <u>Summary of Triennial Achievement Toward Meeting MTS's DBE Triennial</u> <u>Overall Goal for FFY 2019 – FFY 2021</u>

While the specific DBE participation rate for each six (6) month reporting period may fluctuate, the goal of the MTS DBE program is to achieve the 2.9% DBE Triennial Overall Goal as an average for the FFY 2019-2021 triennial period. MTS currently has a **1.29%** achievement toward meeting its DBE Triennial Overall Goal.

MTS has one remaining reporting period left for the triennial period. If after completion of FFY 2021, MTS did not meet its Overall Goal of 2.9%, MTS will be required to complete a Shortfall Analysis and Corrective Action Plan, detailing why MTS did not meet its Overall Goal and a plan for how MTS aims to increase DBE participation in the future. If applicable, the Shortfall Analysis and Corrective Action Plan will be submitted to the FTA for concurrence.

	DBE Achiev	vement for FFY 2019 -	FFY 2021				
FFY	Reporting Period	Total Fed Awarded	Total DBE Awarded	DBE %			
FFY 2019	Oct 1 18 to Mar 31 19	\$8,603,476.55	\$204,022.26	2.37%			
FFY 2019	April 1 19 to Sept 30 19	\$9,005,016.32	\$3,884,727.66	43.14%			
FFY 2020	Oct 1 19 to Mar 31 20	\$7,065,591.07	\$84,861.22	1.20%			
FFY 2020	April 1 20 to Sept 30 20	\$130,881,224.89	\$135,337.29	0.10%			
FFY 2021	Oct 1 20 to Mar 31 21	\$182,514,682.65	\$45,759.00	0.03%			
FFY 2021	April 1 21 to Sept 30 21	Nc	t yet completed				
FFY 201 Ove (FFY 2 Awarded	ment Toward Meeting 9-2021 DBE Triennial erall Goal of 2.9% 2019-2021 Total DBE ÷ FFY 2019-2021 Total Fed Awarded)	IN PROGRESS: 1.29% Achieved 1.29% thus far towards DBE Overall Triennial Goal of 2.9%					

VIII. <u>Summary of DBE, WBE, MBE, DVBE, LGBTBE and SB Participation for all</u> <u>Contracts (Regardless of Funding Source)</u>

Although MTS may not count participation of MBE, DVBE, WBE, SB and LGBTBE (collectively referred to as SBEs) towards achievement of its DBE Overall Triennial Goal, MTS does record the participation of these businesses to gauge the success of its program to foster small business participation. MTS encourages the participation of DBEs and SBEs on all of its contracts, no matter the funding source.

To highlight just one of the many contracts awarded to a SBE firm using local funds is a contract to Chula Vista Electric, a SB firm, installing new fare validators, for \$936,270.00 (100% locally funded).

MTS's DBE and SBE participation rates for the reporting period, *using both local and federal funds*, were as follows:

	All Contrac	All Contract Awards/Commitments (All Funding Sources)									
<u>REPORTING</u> <u>PERIOD</u>	- <u>10tal \$\$</u> <u>DBE \$\$</u>		<u>DBE %</u>	<u>SBE \$\$</u> (MBE, DVBE, WBE, SB and LGBTBE)	nd $\frac{SBE\%}{}$						
All Funds: Oct 1 2020 to Mar 31 2021	\$546,248,722.19	\$428,054.08	0.08%	\$5,511,166.79	1.01%						

To compare MTS's current achievements with past reporting periods, enclosed is a History of Semi-Annual Reports (Attachment A).

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachment: A. History of Semi-Annual Reports

MTS History of DBE Semi Annual Reports

								C	ont	ract Awards/Com	mitn	nents*						
	Federal DBE GOAL	REPORTING PERIOD	TOTAL DOLLARS AWARDED (fed & local)	<u>Total DBE \$\$</u>	<u>Total DBE</u> <u>%</u>	<u> </u>	Total SBE \$\$_	<u>Total SBE</u> <u>%</u>	<u> </u>	Total Federal \$\$_	<u>_</u> F	ederal DBE \$\$_	<u>Federal</u> DBE %	<u>_</u>	-ederal SBE \$\$_	<u>Federal</u> <u>SBE %</u>		<u>Tota</u>
FFY16		Oct 1 15 to Mar 31 16 Apr 1 16 to Sept 30 16	\$ 63,883,438.52 \$ 32,178,592.14	\$ 298,902.02 \$ 976,115.34	0.47%	\$ \$	2,929,504.04 996,434.97	4.59% 3.10%	\$ \$	4,094,298.13 6,418,545.41	\$ \$	11,859.89 255,760.97	0.29% 3.98%	\$ \$	246,645.99 148,325.08	6.02% 2.31%	\$ \$	5
	1	Oct 1 16 to Mar 31 17	\$ 92,516,929.91	\$ 5,611,166.70	6.07%	\$	3,735,641.71	4.04%	\$	19,827,518.60	\$	3,781,098.94	19.07%	Ś	196,188.57	0.99%	\$	
FFY17**	3.75%	Apr 1 17 to Sept 30 17	\$ 40,939,010.42	\$ 478,288.92	1.17%	\$	1,622,764.06	3.96%	\$	3,326,175.53		31,444.62	0.95%	\$	405,594.52	12.19%	\$	3
FFY18		Oct 1 17 to Mar 31 18	\$ 31,874,559.08	\$ 754,167.60	2.37%	\$	3,002,750.48	9.42%	\$	5,888,603.26	\$	107,876.47	1.83%	\$	716,139.92	12.16%	\$	2
11110		Apr 1 18 to Sept 30 18	\$ 68,024,202.91	\$ 1,725,734.24	2.54%	\$	4,982,014.37	7.32%	\$	5,453,720.86	\$	977,533.90	17.92%	\$	267,303.01	4.90%	\$	6
		Oct 1, 2015 thru Sept 30,						/										
FFY16-18	3.75%	2018 (6 semi-annual	\$ 329,416,732.98	\$ 9,844,374.82	2.99%	\$	17,269,109.63	5.24%	Ş	45,008,861.79	Ş	5,165,574.79	11.48%	\$	1,980,197.09	4.40%		\$284,
		reports) Oct 1 18 to Mar 31 19	\$ 73,790,097.91	\$ 606,817.10	0.82%	\$	5,715,068.36	7.75%	\$	8,603,476.55	Ś	204,022.26	2.37%	\$	182,110.81	2.12%	\$	e
FFY19		Apr 1 19 to Sept 30 19	\$ 40,005,268.47	\$ 6,243,719.33		\$	1,796,894.06	4.49%	\$	9,005,016.32		3,884,727.66	43.14%	\$	644,406.58	7.16%	\$	
		Oct 1 19 to Mar 31 20	\$ 52,022,126.82	\$ 4,330,163.32		\$	4,831,911.79	9.29%	\$	7,065,591.07	-	84,861.22	1.20%	\$	1,309,065.78	18.53%	\$	2
		Apr 1 20 to Sept 30 20	\$ 230,588,830.67	\$ 636,712.08	0.28%	\$	2,322,909.77	1.01%	\$	130,881,224.89	\$	135,337.29	0.10%	\$	242,071.52	0.18%	\$	ç
FFY20	2.9%	Apr 1 20 to Sept 30 20 w/o First Transit contract (*for reference only*)	\$ 47,280,121.00	\$ 636,712.08	1.35%	\$	2,322,909.77	4.91%	\$	14,306,408.31	\$	135,337.29	0.95%	\$	242,071.52	1.69%	\$	ŝ
		Oct 1 20 to Mar 31 21	\$ 546,248,722.19	\$ 428,054.08	0.08%	\$	5,511,166.79	1.01%	\$	182,514,682.65	\$	45,759.00	0.03%	\$	369,213.11	0.20%	\$	36
FFY21		Oct 1 20 to Mar 31 21 w/o Transdev contract (*for reference only*)	\$ 39,863,273.69	\$ 428,054.08	1.07%	\$	5,511,166.79	13.83%	\$	1,059,896.95	\$	45,759.00	4.32%	\$	369,213.11	34.83%	\$	£
		Apr 1 21 to Sept 30 21																
		Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports IN PROGRESS)	\$ 942,655,046.06	\$ 12,245,465.91	1.30%	\$	20,177,950.77	2.14%	\$	338,069,991.48	\$	4,354,707.43	1.29%	\$	2,746,867.80	0.81%	\$	60
FFY19-21	2.9%	Oct 1, 2018 thru Sept 30, 2021 (6 semi-annual reports IN PROGRESS) w/o First Transit or Transdev contract (*for reference only*)	\$ 252,960,887.89	\$ 12,245,465.91	4.84%	Ş	20,177,950.77	7.98%	\$	40,040,389.20	\$	4,354,707.43	10.88%	\$	2,746,867.80	6.86%	Ş	2:

*Transit Vehicle Procurements (buses, trolleys) from Transit Vehicle Manufacturers (TVM) are not included in this Report per DOT DBE Regulations. TVMs have their own DBE Program, Goals and Reporting requirements. Inventory procurements are also not included. Only at time an inventory item is issued from store room will the federal/local breakdown be known, not at the time of purchase. *

In FY17, MTS began using the U.S. Small Business Administration Database, which provides a listing of Small Businesses. This Database tracks firms in which revenues and/or number of employees do not exceed the North American Industry Classification System (NAICS) code's small business size standards, which is used to determine whether a DBE is a small business or not.

	1			_		
<u>Total Local \$\$</u>	-	Local DBE \$\$	Local DBE <u>%</u>		<u>Local SBE \$</u>	<u>LOCAL</u> <u>SBE %</u>
59,789,140.39	\$	287,042.13	0.48%	\$	2,682,858.05	4.49%
25,760,046.73	\$	720,354.37	2.80%	\$	848,109.89	3.29%
72,689,411.31	\$	1,830,067.76	2.52%	\$	3,539,453.14	4.87%
37,612,834.89	\$	446,844.30	1.19%	\$	1,217,169.54	3.24%
25,985,955.82	\$	646,291.13	2.49%	\$	2,286,610.56	8.80%
62,570,482.05	\$	748,200.34	1.20%	\$	4,714,711.36	7.54%
\$284,407,871.19	\$	4,678,800.03	1.65%	\$	15,288,912.54	5.38%
65,186,621.36	\$	402,794.84	0.62%	\$	5,532,957.55	8.49%
31,000,252.15	\$	2,358,991.67	7.61%	\$	1,152,487.48	3.72%
44,956,535.75	\$	4,245,302.10	9.44%	\$	3,522,846.01	7.84%
99,707,605.78	\$	501,374.79	0.50%	\$	2,080,838.25	2.09%
32,973,712.69	\$	501,374.79	1.52%	\$	2,080,838.25	6.31%
363,734,039.54	\$	382,295.08	0.11%	\$	5,141,953.68	1.41%
38,803,376.74	\$	382,295.08	0.99%	\$	5,141,953.68	13.25%
604,585,054.58	\$	7,890,758.48	1.31%	\$	17,431,082.97	2.88%
212,920,498.69	\$	7,890,758.48	3.71%	\$	17,431,082.97	8.19%



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Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

June 17, 2021

Draft for Executive Committee Review Date: 06/10/2021

SUBJECT:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) OVERALL GOAL FOR FEDERAL FISCAL YEARS 2022-2024

RECOMMENDATION:

That the Board of Directors adopt a 6.23% Overall DBE Goal for DBE-participation in federally funded contracts for Federal Fiscal Years (FFY) 2022 to 2024.

Budget Impact

None with this action.

DISCUSSION:

As a grant recipient of Federal Transit Administration (FTA) funds, MTS must comply with FTA DBE Regulations. One such requirement is to calculate an Overall DBE Goal on a triennial basis. The upcoming triennial period is FFY 2022 to FFY 2024 (October 1, 2021, through September 30, 2024). The DBE regulations establish the required goal methodology, which includes two steps:

- determination of a base figure of the relative availability of DBEs to all firms (DBE and non-DBE) available to bid or propose on MTS's FTA-assisted contracts within MTS's geographic market area; and
- (2) adjusting the base figure to reflect any circumstances that may impact the relative availability of DBE firms in MTS's geographic market area.

This goal methodology requires MTS to forecast the federal contracts that it expects to award during the triennial period and identify if there are certified DBE contractors in its geographic market area who may successfully bid on such contracts.



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San Diego Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego. MTS is also the For-Hire Vehicle administrator for nine cities. To calculate the MTS overall DBE goal, MTS hired DBE Consultant, GCAP Services, to review MTS procurement information, identify DBE and non-DBE contractors available to bid on each procurement, and calculate MTS's potential DBE participation on such contracts.

In Step One, MTS reviewed its future federal procurements. MTS expects to award an estimated \$14,778,756 in federally assisted contract dollars in the upcoming triennial period (transit vehicle purchases are excluded per DBE regulations).

This figure includes certain contracts with no DBE firms available to bid on such work (e.g., bus towing services, utility trailer rental services, armored car services, tire merchant wholesalers, miscellaneous bus vehicle parts, ultrasonic rail testing, maintenance of tunnel safety equipment, dispatch consoles and radios, track geometry testing, and on-call CCTV services). In such contracts, there is no reasonable opportunity for MTS to award the associated federal dollars to a DBE contractor, which reduces MTS's base figure.

In addition, there are several contracts with very few DBE firms available, compared to the number of available non-DBE firms (e.g. vehicle upholstery services, solid waste collection, post-award inspection of bus vehicles, and miscellaneous shop tools). This also reduces MTS's base figure. As a result, the Step One base figure of DBE firms available to bid on anticipated MTS federally assisted contracts is 2.898%.

In Step Two, the base figure of 2.898% was compared to MTS's median DBE attainment for the last three years (9.657%). Using past DBE goal attainments provides demonstrable evidence of DBE availability and capacity to perform. Taking the average of the 2.898% base figure and the 9.657% median DBE attainment, resulted in a DBE Overall Goal of 6.23% (rounded 6.28% up to a tenth of a percent, per FTA guidance).

MTS reports its DBE participation to the FTA in semiannual reports. The achieved DBE participation percentage for each six month reporting period will depend heavily on the type and dollar value of contracts that were awarded during a given period. For instance, during periods when MTS awards a large, multiyear service contract such as armored car services, the large dollar value of these non-DBE contracts will dilute the percentage of achieved DBE participation on other contracts in the reporting period. Therefore, while the achieved DBE participation percentage for each six month reporting period may fluctuate, the overall aim of the MTS DBE-outreach program will be to achieve the 6.23% Overall DBE goal as an average for the FFY 2022-2024 triennial period.

MTS posted the proposed 6.2%-Overall DBE Goal and the Overall DBE Goal Methodology on its Website on May 5, 2021, with a request for comments. On May 10, 2021, MTS posted notice within the San Diego Daily Transcript.

Our DBE Consultant GCAP Services also reached out to various minority businesses, women owned businesses, small businesses, local business associations, and community organizations within the San Diego market. GCAP Services hosted a webinar on May 20, 2021 to explain MTS's Overall DBE Goal Methodology and provide additional opportunities to review and provide feedback. On June 1, 2021, MTS also emailed the same businesses, as well reached out to other DBE and SB vendors, and

asked them to complete a Survey, as another way to receive feedback. All feedback received was reviewed and included within MTS's Overall DBE Goal-Setting Methodology.

Upon receiving Board of Directors approval of MTS's 6.23% Overall DBE Goal, MTS will submit its Overall DBE Goal-Setting Methodology to the FTA for concurrence.

<u>/s/ Sharon Cooney</u> Sharon Cooney Chief Executive Officer

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

Attachment: A. MTS's Overall DBE Goal-Setting Methodology

ATTACHMENT A IS CURRENTLY BEING FINALIZED TO ADD PUBLIC FEEDBACK. ATTACHMENT WILL BE PROVIDED WITH BOARD MEETING MATERIALS.