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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 15, 2021

9:00 a.m.

Meeting will be held via webinar

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ACTION RECOMMENDED

1. ROLL CALL

2. APPROVAL OF MINUTES - [June 10, 2021](#)

Approve

3. PUBLIC COMMENTS

COMMITTEE DISCUSSION ITEMS

4. [MTS Mid-Coast Phase One Turnover Report \(Brian Riley\)](#)

Informational

5. [PRONTO Fare Collection System Implementation Update \(Israel Maldonado\)](#)

Informational

6. [Title VI Monitoring Report for Service Policies \(Denis Desmond\)](#)

Approve

Action would forward a recommendation to the Board of Directors that they review and approve the 2021 Title VI Monitoring Report for Service Policies.

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.

OTHER ITEMS

7. REVIEW OF DRAFT [July 29, 2021 MTS BOARD AGENDA](#)
8. OTHER STAFF COMMUNICATIONS AND BUSINESS
9. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
10. NEXT MEETING DATE: September 9, 2021
11. ADJOURNMENT

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

MINUTES

June 10, 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 9:18 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. Approval of Minutes

Board Member Gastil moved to approve the minutes of the May 6, 2021, MTS Executive Committee meeting. Board Member Salas seconded the motion, and the vote was 7 to 0 in favor.

3. Public Comments

Michelle Krug – Provided a verbal statement to the Board during the meeting. Krug urged the Board to extend the transition period from Compass to PRONTO to three months. Krug noted this prolonged transition period would be particularly important for folks with disabilities and older demographics. This would allow them to fully use the funds of the Compass card as well as transition over to the new system.

COMMITTEE DISCUSSION ITEMS

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

Ramon Ruelas, SANDAG Director of Mid-Coast Transit Projects, presented on the quarterly Mid-Coast Corridor Transit Project update. He outlined: the project overview, construction schedule, construction progress and Mid-Coast corridor concurrent efforts.

Sharon Cooney, MTS Chief Executive Officer, noted the Mid-Coast Transit Constructors (MCTC) is also working on the Old Town Transit Center Rehabilitation Expansion.

Wayne Terry, MTS Chief Operating Officer for Rail, noted the Mid-Coast Corridor as the agency's 10th service start up since 1981. On June 28th, MTS will take control over the alignment to begin integrated testing and run VIP trains through the system.

Ms. Cooney added that a letter of invitation was sent to President Joe Biden, for the opening of Mid-Coast on November 21, 2021.

PUBLIC COMMENTS

Michelle Krug – Provided a verbal statement to the Board during the meeting. Krug commended the agency for allowing the community to participate in choosing the design for the stations. Krug hopes for the same public input for the stations in the South Bay.

COMMITTEE COMMENTS

Chair Fletcher thanked the SANDAG team for the work done at the VA Medical Center transit station. In previous design proposals, the station did not have a theme or colors. He appreciated the receptiveness from staff to re-design the station to give tribute to veterans.

Board Member Salas noted the full capacity of the trolleys and is excited the line will be extended to support commuters up to the La Jolla region and hopefully attract more riders. She recommended grade separations to speed up the commute time between San Ysidro and La Jolla. She urged the agency to prioritize this suggestion.

Chair Fletcher supported the comment and added that doing so would ease the impacts to communities and increase the frequency of service. He is in favor of proactively seeking out funding to integrate the infrastructure.

Board Member Sandke supported the request for grade separations. He commended MCTC's work on Mid-Coast for being on time and on budget. He also commended the Del Mar bluffs emergency repairs along the coast.

Board Member Montgomery Steppe asked about bus route 60 and asked staff about possible increased levels of service to complement the improvements.

Denis Desmond, MTS Director of Planning, noted the agency received approval of service changes for Mid-Coast. He replied there were no specific changes for route 60, but staff would continue to monitor the route for any potential future changes.

Ms. Cooney added that traffic patterns are constantly being monitored and the need for service additions can be revisited depending on the data gathered.

Action Taken

Informational item only. No action taken.

5. Riverwalk Station Agreement (Karen Landers)

Karen Landers, MTS General Counsel, along with Pete Shearer of Hines, presented on the Riverwalk Station Agreement. They outlined: the site plan, land use map, trolley and town square, an estimated timeline, MTS proposed action plan, CEQA findings, recommendation number 1, Riverwalk station agreement, site plan, Riverwalk Station Agreement, Surplus Land Act Findings, and staff recommendations.

PUBLIC COMMENTS

Michelle Krug – Provided a verbal statement to the Board during the meeting. Krug asked about the type of low-income housing categorization and urged housing to be very low income.

COMMITTEE COMMENTS

Board Member Gastil noted his excitement for the completion of the project. He asked about the connection to the South side of Interstate 8. He suggested the area would be enriched if this improvement was incorporated with the connection point as it would link Presidio Park and Old Town. He also commented on the historical significance of the area and asked that its history be taken into consideration of the development.

Board Member Elo-Rivera acknowledged opportunities to engage with the indigenous community to incorporate their vision. He continued, this engagement could be a step toward partial reparations.

Ms. Cooney agreed with Board Member Elo-Rivera's request and clarified that type of project development is part of the City of San Diego's jurisdiction. However, this suggestion could be included in the development of the transit station.

Mr. Shearer clarified that trails are crucial for mobility and acknowledged there were two existing golf cart bridges that would be repurposed as pedestrian walkways that would allow access to the north and south. He continued that while abiding by the AB 52 process, the company contacted local tribal representatives to include signage as well as naming streets in honor of the indigenous Kumeyaay tribe, along with native vegetation. He continued that the company would explore native elements that could be incorporated into the transit stop.

Board Member Elo-Rivera offered to be the liaison on behalf of the City in order to incorporate these efforts.

Chair Fletcher noted the collaboration done in the River Park trail in an effort towards reparations. He was in support of the advancement of the input towards the design layout.

Board Member Montgomery Steppe asked Mr. Shearer to clarify that the affordable housing portion of the project was at a 65% AMI.

Mr. Shearer noted the inception of the project originally began in 2017, before the inclusionary project ordinance was updated. The housing units will have 10% on site with 65% AMI.

Board Member Montgomery Steppe acknowledged the contractor's engagement with the community when working with the City. She asked about the transit pass subsidies outlined in the environmental impact report (EIR). She asked the contractor to confirm the 25% subsidy for residential tenants that will reside at this location.

Mr. Shearer confirmed it was captured and codified and that it was a transportation demand management program as part of EIR requirements.

Vice Chair Sotelo-Solis acknowledged the work and reflection with the indigenous community particularly with affordable housing. She commended the developer for moving forward with the member's request to incorporate the suggestions.

Action Taken

Chair Fletcher moved to forward a recommendation to the Board of Directors to 1) 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.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). Board Member Gastil seconded the motion, and the vote was 7 to 0 in favor.

OTHER ITEMS (ITEM TAKEN PRIOR TO CLOSED SESSION)

7. REVIEW OF DRAFT June 17, 2021 BOARD AGENDA

Recommended 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.
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.
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.
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.
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.

11. Amendment to Codified San Diego Metropolitan Transit System (MTS) Fare Ordinance No.4
Action would approve the revisions to MTS Fare Ordinance No.4 to comply with the San Diego Association of Governments (SANDAG) recently adopted Regional Comprehensive Fare Ordinance revisions (as described in Attachment A) generated by the Fare Study, and other non-substantive changes.
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 (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.
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.
14. Closed-Circuit Television (CCTV) System Installation for The Mid-Coast Trolley Extension Project – Change Orders
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.
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.
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.
17. Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments

18. Disadvantaged Business Enterprise (DBE) Overall Goal for Federal Fiscal Years 2022-2024
Action would adopt a 6.3% Overall DBE Goal for DBE-participation in federally funded contracts for Federal Fiscal Years (FFY) 2022 to 2024.

STAFF COMMENTS

In reviewing the proposed discussion and report items on the June 17, 2021 Board meeting agenda, Ms. Cooney clarified that Item 30 reflected the Regional Fare Ordinance changes made by SANDAG on behalf of the agency. She clarified the changes were already vetted by the Board and included items for the PRONTO system. She continued, item 32 was mislabeled and the focus of the topic will be the ridership recovery plan. Item 46 will be relabeled to the Non-Fare Revenue Report and will include details related to concessions, advertising and other non-fare revenue items.

8. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

9. Next Meeting Date

The next Executive Committee meeting is scheduled for July 15, 2021, at 9:00 a.m.

6. Closed Session Items

The Committee convened to Closed Session at 10:15 a.m.

CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION/ CONFERENCE WITH LABOR NEGOTIATORS – CHIEF EXECUTIVE OFFICER Pursuant to California Government Code Sections 54957 and 54957.6;

The Committee reconvened to Open Session at 11:40 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

The Executive Committee met and conducted a performance evaluation and gave instructions to negotiators.

10. Adjournment

The meeting was adjourned at 11:42 a.m.

/S/ Nathan Fletcher

Chairperson

San Diego Metropolitan Transit System

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE): June 10, 2021 CALL TO ORDER (TIME): 9:18am
 RECESS: _____ RECONVENE: _____
 CLOSED SESSION: 10:15am RECONVENE: 11:40am
 PUBLIC HEARING: _____ RECONVENE: _____
 ORDINANCES ADOPTED: _____ ADJOURN: 11:42am

REPRESENTATIVE	BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
County	FLETCHER (Chair)	<input checked="" type="checkbox"/> (Vargas) <input type="checkbox"/>	9:18am	11:42am
Vice Chair	SOTELO-SOLIS	<input checked="" type="checkbox"/> (no alternate) <input type="checkbox"/>	9:18am	11:42am
City of San Diego	ELO-RIVERA	<input checked="" type="checkbox"/> (Montgomery Steppe) <input type="checkbox"/>	9:18am	11:42am
East County	GASTIL	<input checked="" type="checkbox"/> (Hall) <input type="checkbox"/>	9:18am	11:42am
SANDAG Transportation Committee	MONTGOMERY STEPPE	<input checked="" type="checkbox"/> (Aguirre) <input type="checkbox"/>	9:18am	11:42am
Chair Pro Tem	SALAS	<input checked="" type="checkbox"/> (no alternate) <input type="checkbox"/>	9:18am	11:42am
South Bay	SANDKE	<input checked="" type="checkbox"/> (Aguirre) <input type="checkbox"/>	9:18am	11:42am

SIGNED BY THE CLERK OF THE BOARD:

/S/ Dalia Gonzalez

IN - MEETING PUBLIC COMMENT

Michelle Krug provided a live public comment for agenda item #3. Krug's statement will be reflected in the minutes.



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Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 15, 2021

SUBJECT:

MTS MID-COAST PHASE ONE TURNOVER REPORT (BRIAN RILEY)

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. MTS staff will provide an update on the Phase One turnover of the project for pre-revenue integration testing, wayside and facilities maintenance, security monitoring, graffiti management, and staff training timeline.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

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Brian Riley; WSO-CSSD
Superintendent of Transportation – MTS Rail Division
Chairman Rail Activation Committee – Mid-Coast Project

MTS PRE-REVENUE ACTIVITIES

MID-COAST PROJECT LIFE CYCLE

- Construction (Fall 2016 to Fall 2021)
- System Integrated Testing (Mid-July, 2021 through Mid-September, 2021)
- Emergency Response Drills (July, 2021 - Balboa Station)
- Training (Mid-September, 2021 through Early-November, 2021)
- Pre-Opening Festivities/VIP Train Trips (June, 2021 through November, 2021)
- Revenue Service (November 21, 2021)

MTS PRE-REVENUE ACTIVITIES

RAIL ACTIVATION COMMITTEE

- MTS Rail Operations, Maintenance of Wayside, Light Rail Vehicle Maintenance, Facilities and Safety
- SANDAG Metropolitan Planning Organization
- State Safety Oversight: California Public Utilities Commission
- Contractors MCTC and Modern Rail Systems
- Construction Management, Team Jacobs and HDR

MTS PRE-REVENUE ACTIVITIES

KEY ELEMENTS

- Ensure all Construction elements are completed
 - Signals
 - Track
 - Stations
 - Overhead Wires
 - Traction Power
 - Elevators
 - Parking Lots
- Complete all System Integrated Testing
- Coordinate Operations and Maintenance Staffing
- Perform operational readiness and safety reviews

MTS PRE-REVENUE ACTIVITIES

SYSTEM INTEGRATION COMMITTEE

- There are 25 system integrated tests that must be performed to certify the extension as ready for passenger service
- Radio, Vehicle Clearance, Vehicle/Station Interface, Traction Power Voltage, Site Visibility, Braking, Operating Speed Verification, Pedestrian Crossing (Executive Drive and UTC) and Headway Travel Time Testing
- Trains to start testing on the alignment July, 2021 through Mid-September, 2021

MTS PRE-REVENUE ACTIVITIES

EMERGENCY RESPONSE DRILL

- First Responders, Fire, Police, and Paramedics
- Balboa Station Emergency Response Drills; SD Fire & SD Police (SWAT)
 - Tuesday, July 13, 2021 (*Completed*)
 - Friday, July 16, 2021
 - There may be additional drills which will be coordinated between the Security Safety Review Committee – Fire Life Safety Security and the Rail Activation Committee

MTS PRE-REVENUE ACTIVITIES

PHASED TRACK TURNOVER SOUTHERN/NORTHERN

Monday, July 12, 2021

- MTS Takes responsibility for system infrastructure, Maintenance and Operations between Friars Junction and Nobel Drive (**7.5 Miles**)
- Overhead Wires, Traction Power, Signals, Track Structure, Stations, Landscaping, and Graffiti Control. (***Security responsible for all 11 Miles***)

Monday, August 2, 2021

- MTS Takes responsibility for system infrastructure, Maintenance and Operations remaining section Nobel Drive to UTC (**3.5 Miles**).
- Overhead Wires, Traction Power, Signals, Track Structure, Stations, Landscaping, and Graffiti Control

MTS PRE-REVENUE ACTIVITIES

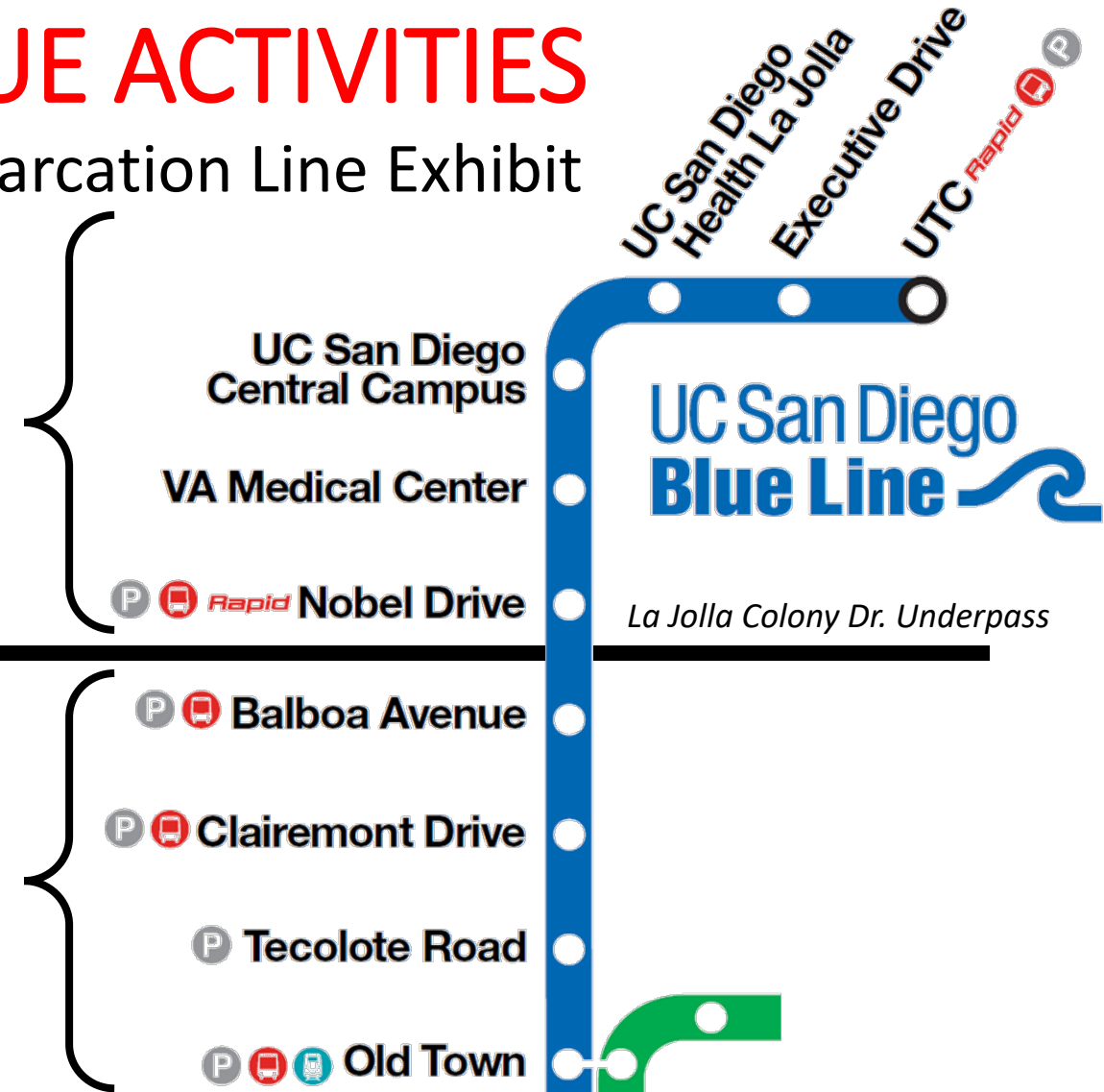
Southern/Northern Demarcation Line Exhibit



Northern Segment
(3.5 miles – 6 stations)



Southern Segment
(7.5 miles – 3 stations)



MTS PRE-REVENUE ACTIVITIES

SUPERVISOR & TRAIN OPERATOR TRAINING

- Supervisors (Mid-September through end of September, 2021)
- Train Operators (End of September, 2021 through early November, 2021)
- Trains will operate on a daily basis between Tecolote and UTC stations
- System Characteristics Familiarization goals include:
 - Stations
 - Signals
 - Interlockings
 - Operating speeds

MTS PRE-REVENUE ACTIVITIES

PRE-OPENING / VIP & PUBLIC ENGAGEMENT TRAIN RIDES

- ***Congressman Scott Peters / VIP Dignitaries Train Ride***
Tuesday, August 24, 2021 (Old Town to Balboa Station)
- ***MTS/SANDAG Media Event***
Saturday, August 28, 2021 (Old Town to Balboa Station)

MTS PRE-REVENUE ACTIVITIES





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Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 15, 2021

SUBJECT:

PRONTO FARE COLLECTION SYSTEM IMPLEMENTATION UPDATE (ISRAEL
MALDONADO)

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

The San Diego Association of Governments (SANDAG), MTS, and the North County Transit District (NCTD) purchased the Compass Card fare collection system in 2003. It was implemented in 2009, enabling the agencies to transition from paper fare products to the Compass Card electronic fare collection system. In 2016, increasingly high maintenance costs due to the system's age and its lack of modern functionality, MTS began the process to identify a new fare collection system. In 2018, the MTS Board of Directors authorized the award of a contract for a next generation fare collection system to INIT Innovations in Transportation, Inc. Deployment of the new system is scheduled for September 2021. Staff will provide the Board with an update on implementation of the project, including the status of negotiations with NCTD for participation.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

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PRONTO

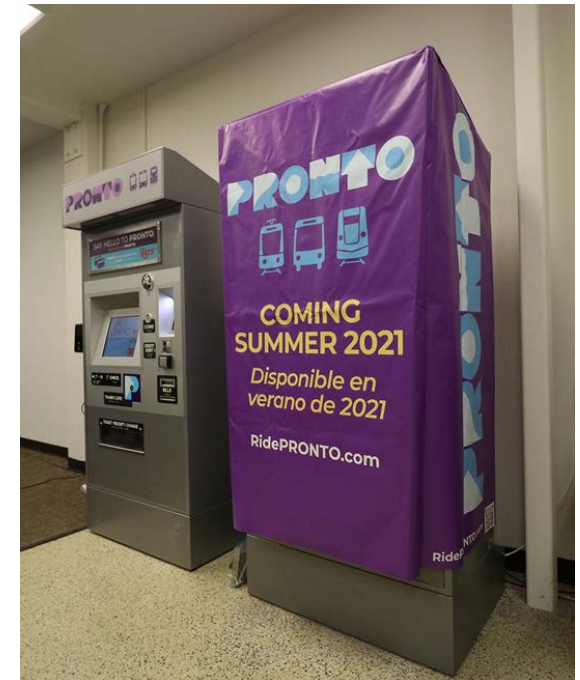


Launch Tactics

Executive Committee
July 15, 2021

Timing

- July
 - Finalizing all modules
 - Internal testing
- August
 - Major Outreach efforts to distribute PRONTO cards
 - Soft launch
 - Compass product sales end
 - Advertising effort launches
 - Websites and mobile go live
- September
 - Free rides with PRONTO begins
 - Outreach continues
 - Advertising continues
 - Compass hardware removal begins
- October
 - Goodbye Compass; Hello PRONTO



Outreach

- **Existing Riders and New Riders**

- 52 outreach events in August (194 hours)
- Six contracts with CBOs for hard-to-reach populations
- Direct mail to 28,000 reduced-fare card holders
- Social Services
- Direct communications to existing partners
- Partnerships with Universities/Colleges
- Partnerships with high school districts
- Direct communications with business partners
- Partnership with iCommute to reach potential new business



Advertising and Earned Media

Paid Advertising

- ~\$600,000 paid
- Billboards
- Radio
- Newspapers
- Social Media
- Digital Displays
- Email Blasts
- **How-to Videos**
- **Earned Media**



PRONTO



Launch Tactics



QUESTIONS

IN - MEETING PUBLIC COMMENT

Michelle Krug provided a live public comment for agenda item #5. Krug's statement will be reflected in the minutes.



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 15, 2021

SUBJECT:

TITLE VI MONITORING REPORT FOR SERVICE POLICIES (DENIS DESMOND)

RECOMMENDATION:

That the Executive Committee forward a recommendation to the Board of Directors that they review and approve the 2021 Title VI Monitoring Report for Service Policies (Attachment A).

Budget Impact

None for this action.

DISCUSSION:

The Federal Transit Administration (FTA) is responsible for ensuring that recipients of federal transit funds comply with Title VI, which states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

To maintain compliance with Title VI, FTA requires transit providers such as MTS to monitor the service standards and policies established under 2012 FTA Circular 4702.1B. These standards and policies provide the framework for the monitoring and assessment of service: to compare services provided in areas with a percentage of minority population that exceeds the percentage in the overall MTS area, to services provided in areas with a percentage of minority population below the overall service area average. FTA Circular 4702.1B requires that the MTS Board of Directors review and



approve the results of the monitoring program, which must take place no less frequently than every three years.

The standards that must be monitored are:

- Vehicle Load for each mode
- Vehicle Headway for each mode
- On-Time Performance for each mode
- Service Accessibility for each mode

The four service standards listed above are incorporated into MTS Board Policy 42 and presented to the Board of Directors each fall as part of the annual performance monitoring report. The metrics for each standard were approved as part of a Title VI update to Policy 42 on June 20, 2013.

The service policies that must be monitored are:

- Vehicle Assignment for each mode
- Distribution of Transit Amenities for each mode

These service policies on Vehicle Assignment and Distribution of Transit Amenities are administrative policies that guide the procurement and assignment of revenue vehicles and passenger amenities. The 2021 Title VI Monitoring Report for Service Policies, included here as Attachment A, assists MTS in complying with its policies with respect to vehicle assignment and distribution of amenities.

These policies were included in MTS's most recent Title VI Program update, which was approved for submittal to FTA by the Board on May 13, 2021 (AI 6). They have since been updated effective July 1, 2021 to incorporate changes related to equity and electric buses. The two current, updated policies are attached to this agenda item (Attachments B).

The monitoring report and the results of this Board meeting will be included with MTS's next Title VI Program Update (due to the FTA in 2024) as evidence of the MTS Board's review and approval of the monitoring report.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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Attachments: A. 2021 Title VI Monitoring Report for Service Policies
B. MTS Vehicle Assignment Policy and Transit Amenities Policy



TITLE VI MONITORING REPORT FOR SERVICE POLICIES

Prepared by the Metropolitan Transit System

July 2021

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1. INTRODUCTION

The San Diego Metropolitan Transit System (MTS) has conducted a Title VI analysis of its most recent Vehicle Assignment Policy and Transit Amenities Policy, as required by the Federal Transit Administration (FTA). Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The purpose of this analysis is to ensure that MTS is in compliance with Title VI requirements. MTS has followed FTA's guidelines, published in FTA Circular 4702.1B on October 1, 2012.

Per FTA Circular 4702.1B,

"Title 49 CFR Section 21.5 states the general prohibition of discrimination on the grounds of race, color, or national origin. Section 21.5(b)(2) specifies that a recipient shall not 'utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin.' Section 21.5(b)(7) requires recipients to 'take affirmative action to assure that no person is excluded from participation in or denied the benefits of the program or activity on the grounds of race, color, or national origin.' Finally, Appendix C to 49 CFR part 21 provides in Section (3)(iii) that '[n]o person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of service of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin.'"

In order to ensure compliance with DOT's Title VI regulations, FTA requires transit providers to monitor the performance of their transit system relative to their system-wide service standards and service policies. Service standards are monitored annually and presented to the board in the annual performance monitoring report. This report is the monitoring of the qualitative administrative policies for placement of amenities and vehicle assignment.

2. BACKGROUND

2.1. DEFINITION OF LOW-INCOME AND MINORITY GROUPS

FTA Circular 4702.1B encourages recipients to use a locally developed threshold for low-income person that is “at least as inclusive as the HHS poverty guidelines.” In coordination with SANDAG, MTS defines a low-income person as an individual whose household income is at or below 200 percent of the poverty level as defined by the United States Census Bureau. The FTA defines minority persons as the following: American Indian and Alaska Native, Asian, African American, Hispanic or Latino, and Native Hawaiian or other Pacific Islander.

Table 1 shows the total MTS service area averages for minority and low-income populations, based on the data from the 2019 American Community Survey 5-year estimates:

Table 1 – Service Area Averages

Population	Service Area Average
Minority	57.3%
Low-Income	28.6%

3. TITLE VI METHODOLOGY

The FTA guidelines allow transit agencies to use either ridership or population as a basis to determine disparate impacts and disproportionate burdens. Whichever basis is selected should be used throughout the analysis. MTS has selected population as the basis, as ridership figures are unlinked and disproportionately favor Census block groups with transit centers.

FTA Circular 4702.1B, Appendix J, includes suggested formats which have been used to guide the presentation of the results of this analysis as recommended by the FTA.

4. MONITORING OF SERVICE POLICIES

4.1. VEHICLE ASSIGNMENT POLICY

4.1.1. BUS ASSIGNMENT POLICY

4.1.1.1. BUS CATEGORIES

STANDARD BUS

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to standard non-articulated transit buses.

The default vehicle is the compressed natural gas (CNG) powered 40-foot transit vehicle, which is assigned out of the Imperial Avenue, Kearny Mesa, South Bay, and East County Divisions for fixed-route service. Passenger amenities in this vehicle fleet are substantially similar across the entire standard bus fleet.

ARTICULATED BUS

MTS currently meets most standards set forth in its Vehicle Assignment Policy with respect to articulated transit buses.

The default articulated vehicle is a CNG-powered 60-foot bus, assigned out of the Imperial Avenue, Kearny Mesa, and South Bay Divisions for fixed-route services requiring additional passenger capacity to prevent overcrowding.

The Rapid articulated bus, featuring Rapid branding and standard passenger amenities, is used on the Rapid 215 service operating primarily along the El Cajon Boulevard corridor. MTS's Freeway Rapid articulated buses (Rapid-branded vehicles with upgraded seating) are in use on the Rapid 225 and 235 services along the Interstates 805 and 15 corridors, respectively.

Freeway Rapid articulated buses were purchased for Rapid 237 due to its long segment of freeway service. However, that route has since changed, and only a short segment of the route remains on the freeway. Additionally, the Rapid SuperLoop service had a need for higher capacity buses. Therefore, these Freeway Rapid articulated buses were largely reassigned to the Rapid SuperLoop, though it has no freeway segments. These are anticipated to be replaced with regular Rapid articulated buses when they are retired.

MINIBUS

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to minibuses.

MTS operates 25- to 34-foot cutaway minibuses on routes with lower passenger demand out of its Copley Place Division. These vehicles are currently assigned to lower-ridership services, with some serving a route all week and others serving a route on Saturday and/or Sunday, depending on historical passenger demand.

OVER-THE-ROAD COACH

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to over-the-road coaches.

MTS operates its fleet of 45-foot single-door highway coaches out of its East County Division in service on Rapid Express routes only.

ADA PARATRANSIT MINIBUS

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to ADA paratransit minibuses.

MTS operates its Type II cutaway minibus fleet out of its Copley Place Division exclusively for Americans with Disabilities Act paratransit services.

4.1.1.2. BUS DIVISIONS

All MTS buses are assigned to the agency's respective operating divisions as stated in the Vehicle Assignment Policy.

All MTS buses are operated out of the Imperial Avenue, Kearny Mesa, South Bay, East County, and Copley Place Divisions.

4.1.1.3. BUS VEHICLE AMENITIES

MTS currently meets almost all standards set forth in its Vehicle Assignment Policy for bus amenities:

- Alternative Fuel-Powered: Standard Bus, Articulated Bus, Minibus. **Currently meets most MTS standards.**
 - o The current MTS standard bus, articulated bus, and over-the-road coach fleets are all battery-electric or powered by CNG, while the MTS minibus and paratransit bus fleet are mostly powered by propane. There are a few remaining gasoline-powered minibuses in the MTS fleet operating out of the Copley Park Division. For the heavy-duty fleet, MTS intends to exclusively purchase alternative fuel, hybrid electric, or zero-emission buses, as stated in Section 2.7 of the Vehicle Assignment Policy.
- Air Conditioning: All buses. **Currently meets MTS standards.**
 - o All MTS buses are equipped with air conditioning.
- Lift for Accessibility: Minibus, Over-the-Road Coach. **Currently meets MTS standards.**
 - o All MTS minibuses and over-the-road coaches are equipped with wheelchair lifts per the Americans with Disabilities Act of 1990.
- Ramp for Accessibility: Standard Bus, Articulated Bus. **Currently meets MTS standards.**
 - o All MTS standard and articulated buses are considered low-floor and are equipped with deployable ramps for wheelchair access per the Americans with Disabilities Act of 1990.
- Wheelchair Tie-Down Locations (minimum two positions): All buses. **Currently meets MTS standards.**
 - o All MTS buses are equipped with at least two wheelchair tie-down locations.

- Bicycle Rack (minimum two positions): Standard Buses, Articulated Buses, Minibuses. **Currently meets MTS standards.**
 - o All MTS standard buses, articulated buses, and minibuses operated in standard fixed-route service are equipped with a front-mounted two-position bicycle rack. MTS's ADA Paratransit Minibus fleet is not equipped with bicycle racks.
- Bicycle Underfloor Storage: Over-the-Road Coaches. **Currently meets MTS standards.**
 - o All MTS over-the-road coaches are equipped with underfloor bicycle storage provisions.
- Seating: Shell Seats with Fabric Inserts: Standard Bus, Articulated Bus. **Currently meets MTS standards.**
 - o All MTS standard buses and most MTS articulated buses are equipped with shell-style seats with fabric or vinyl inserts. TransNet-funded Rapid Freeway articulated buses are equipped with upgraded padded seating.
- Seating: Standard Transit Padded Seating: Minibus. **Currently meets MTS standards.**
 - o All MTS minibuses are equipped with standard transit padded seating.
- Seating: Upgraded High-Back Seats: Articulated Bus, Over-the-Road Coaches. **Currently meets MTS standards.**
 - o All MTS over-the-road coaches are equipped with upgraded high-back padded seats, with a similar specification of seat installed on the TransNet-funded Rapid Freeway articulated bus fleet.

4.1.1.4. BUS ASSIGNMENTS BY ROUTE

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to bus assignment by route. TransNet-funded services are assigned a TransNet-funded bus as standard practice, with Rapid services assigned a Rapid-branded bus. Standard fixed-route services are allocated vehicles based on passenger load considerations given the assigned service frequency, with routes exhibiting the above-average passenger loads assigned articulated buses, routes exhibiting average passenger loads assigned standard buses, and routes exhibiting below-average passenger loads assigned minibuses.

MTS does not currently allocate buses to routes based on any other factor, with all routes receiving buses of any age with equal consideration based on availability. However, MTS' Zero-Emission Bus Transition Plan prioritizes the deployment of the future battery-electric bus fleet in disadvantaged communities. Following the pilot period of Battery-Electric Bus (BEB) testing in 2021/2022, deployment of the BEBs will be prioritized on routes serving communities defined as "disadvantaged" by the State of California's Senate Bill 535.

4.1.1.5. ROUTE ASSIGNMENTS BY DIVISION

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to route assignments by division.

Routes are assigned to each division based on the number and types of buses available, proximity to the service, and opportunities to complement other nearby routes for efficiency, interlining, driver familiarity, supervision, and incident response.

4.1.1.6. BUS ASSIGNMENTS BY DIVISION

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to bus assignments by division. Every division operating fixed-route service using standard and articulated buses receives new vehicles with equal preference. MTS' Zero-Emission Bus Transition Plan prioritizes the deployment of the future battery-electric bus fleet in disadvantaged communities, so compliance with this may require in the future that buses be transferred among divisions to ensure availability of the zero-emission buses for these routes.

4.1.1.7. FUTURE BUS PROCUREMENTS

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to future bus procurement. All bus procurement contracts valid at present are for the future purchase of low-floor, CNG-powered standard and articulated buses. MTS also regularly purchases ADA minibuses that comply with the Vehicle Assignment Policy. MTS anticipates releasing a Request for Bids later in 2021 for a new multi-year contract to purchase CNG-powered and battery-electric standard and articulated buses.

4.1.2. RAIL ASSIGNMENT POLICY

4.1.2.1. TROLLEY CAR CATEGORIES

The active MTS rail vehicle fleet is fully consistent with the descriptions in the Vehicle Assignment Policy.

HIGH-FLOOR CARS

Siemens SD100 cars with high floors, steps inside the car to access 0"-8" station platform, wheelchair and bike space at the ends of each car, and a wheelchair lift next to the driver compartment in the lead car. These cars have a flip seat that allows space for three wheelchairs. These 52 cars were manufactured in 1995. Passenger amenities are identical on the fleet.

LOW-FLOOR CARS

Siemens S70 and S70US cars are designed with 70% low floors, inside steps only up to seating areas at far ends of the car, wheelchair and bike space in the middle of the car, and passenger-activated ramps at two of four doors of each car. Cars were manufactured between 2005 and 2021. Passenger amenities are nearly identical for both models and vintages.

VINTAGE CARS

MTS deploys two vintage Presidents Conference Car (PCC) cars and one vintage Siemens-Duewag U2 light rail vehicle on the Silver Line in Downtown San Diego. These are high-floor vehicles with a wheelchair lift. The PCC cars have a high-density forward-facing seating arrangement, while the U2 LRV has a mixed-seating arrangement identical to the SD100 cars.

4.1.2.2. RAIL DIVISIONS

All MTS rail vehicles are assigned to the agency's single rail operating division at 1341 Commercial Street in San Diego.

4.1.2.3. RAIL VEHICLE AMENITIES

MTS is in full compliance with each aspect of its rail vehicle amenities policy:

- Air Conditioning: Low-Floor, High-Floor. **Currently meets MTS standards.**
 - o All modern low-floor and high-floor MTS rail cars are equipped with air conditioning. The vintage PCC cars do not feature air conditioning.
- Lift for Accessibility: High-Floor, Vintage. **Currently meets MTS standards.**
 - o All MTS high-floor and vintage cars are equipped with wheelchair lifts for access per the Americans with Disabilities Act of 1990.
- Ramps for Accessibility: Low-Floor. **Currently meets MTS standards.**
 - o All MTS low-floor cars are equipped with deployable ramps for wheelchair access per the Americans with Disabilities Act of 1990.
- Wheelchair Spaces: All rail vehicles. **Currently meets MTS standards.**

- All MTS rail vehicles are equipped with designated space for wheelchairs. The vintage PCC cars have space for one wheelchair passenger, the high-floor rail vehicle cars have space for three, and the low-floor rail vehicle fleet does not have restrictions on the number of wheelchairs allowed on each car.
- Bicycle Spaces: Low-Floor, High-Floor. **Currently meets MTS standards.**
 - MTS's modern low-floor and high-floor rail cars permit two bicycles each per agency policy. MTS does not permit bicycles on its vintage rail vehicle fleet.
- Seating: Shell Seats with fabric or vinyl inserts: Low-Floor. **Currently meets MTS standards.**
 - All MTS low-floor rail cars are equipped with shell-style seats with fabric or vinyl inserts.
- Seating: Standard Transit Padded Seating: High-Floor, Vintage. **Currently meets MTS standards.**
 - All MTS high-floor and vintage rail cars are equipped with standard transit padded seating.

4.1.2.4. TROLLEY ASSIGNMENTS BY LINE

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to Trolley car assignment by line. All Trolley stations have a minimum 8-inch platform height to permit the use of low-floor rail cars throughout the Trolley network. MTS does not always operate complete low-floor trolley consists due to limitations in the number of available rail cars at the present time, and some trains operate with mixed three-car consists featuring two low-floor rail cars and one high-floor rail car in standard service. Some tripper and special event service trips receive all high-floor consists as necessary to provide sufficient capacity.

Vintage rail cars are only in use on the special supplemental Silver Line service in Downtown San Diego due to capacity and access constraints. All stations served by the Silver Line also receive regular service from either the Blue, Orange, or Green lines.

4.1.2.5. FUTURE RAIL PROCUREMENTS

MTS currently meets the standards set forth in its Vehicle Assignment Policy with respect to future rail vehicle procurement. MTS has a current order for 45 additional Siemens S70US Trolley cars that will be fully compliant with all aspects of the Vehicle Assignment Policy, including accessibility, air conditioning, and seating. These cars will be used to supplement the current fleet for added frequency, and to operate the Mid-Coast extension opening later in 2021.

4.2. TRANSIT AMENITIES POLICY

MTS's Transit Amenities Policy guides the provision of benches, shelters, passenger information displays, elevators and escalators, trash cans, restrooms, and ticket vending machines at both Trolley stations and bus stops. The Transit Amenities Policy prioritizes the provision of passenger amenities based on the number of rider boardings by stop, illustrated in maps in Section 4.2.1.8. These maps show the Top 500 bus stops based on passenger boardings in FY2018. Where discrepancies exist with respect to passenger boardings and amenities provided, the Transit Amenities Policy will guide MTS in prioritizing placement of new amenities in areas with high levels of passenger boardings. For example, MTS has improved stops as part of its Capital Improvement Plan for to enable the future installation of new passenger amenities.

MTS revised its Transit Amenities Policy to incorporate new goals to improve equity in the provision of its services and facilities. Per the MTS Transit Amenities Policy, Section 2.0, future placement of amenities will not only evaluate the current and anticipated ridership at individual stops, but also consider the opportunity to make improvements in communities of concern that have historically had underinvestment in infrastructure. An agency performance goal for 2022 is to identify several dozen bus stop locations specifically in disadvantaged communities where MTS can make improvements and install benches or shelters.

4.2.1. BUS STOP AMENITIES

MTS's current distribution of bus stop amenities is consistent with its Transit Amenities Policy.

The installation of bus stop amenities is prioritized based on the number of passenger boardings at stops and stations along those routes. This prioritization can be adjusted by site constraints which may prevent installation of an amenity. MTS also works with local communities to ensure that installed amenities are an asset rather than nuisance, and may adjust siting and installations on a case-by-case basis accordingly.

MTS has entered into a number of Memoranda of Understanding (MOU) with its constituent cities on the provision of amenities at MTS bus stops. Cities that have entered into an MOU with MTS have provided MTS with the ability to install and maintain amenities such as benches and shelters at bus stops within their respective jurisdictions. As of July 2021, MTS has an active MOU for amenities with the Cities of San Diego, National City, Chula Vista, Santee and the County of San Diego. In cities with active MOUs, MTS takes primary responsibility for installing and maintaining bus passenger amenities, although outside parties may provide amenities on a case-by-case basis. The cities of Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, and Poway are currently responsible for their own improvements and amenities. While these are included in MTS's inventory for the purpose of monitoring the amenities, MTS does not have direct control over their placement or installation.

Stops within cities that have not entered into MOUs with MTS are shown in the amenities maps in Section 4.2.1.8 in a lighter shade than those stops under direct MTS control.

4.2.1.1. SEATING

MTS provides four types of seating at bus stops:

Stand-alone benches: MTS maintains a contract with a vendor to install benches at bus stop locations, based on passenger volume or upon request. Space constraints on city sidewalks often limit the ability to install a bench.

Some cities in MTS' service area install their own bus stop benches; While MTS works closely with the local jurisdictions, MTS does not have the ultimate authority over the placement, design, or location of these benches.

Shelter benches: MTS maintains a contract with a vendor to install shelters and benches at bus stop locations. Typically a bench is installed at each shelter location, but MTS occasionally omits or removes the bench when working with local communities to resolve loitering issues, or to increase circulation and queuing space for passengers.

Rapid/TransNet station benches: MTS maintains benches at Rapid bus stops/stations with TransNet reimbursement for operating expenses.

Transit Center benches: off-street transit centers maintained by MTS and shared with Trolley service have benches located at or near the bus stops for use by bus passengers.

Outside entities such as nearby institutions, cities, business improvement districts, and adjacent property owners sometimes install their own furniture at or near bus stops. MTS maintains some control of the immediate bus stop area for safety and ADA compliance, but the local jurisdiction has the ultimate authority over furniture placed within its right-of-way.

4.2.1.2. SHELTERS

MTS provides three kinds of shelters at its bus stops:

Stand-alone shelters: MTS maintains a contract with a vendor to install shelters at bus stop locations, based primarily on passenger volume. Potential locations require sufficient space for the shelter and suitable electrical conditions (nearby power source and ability to ground the equipment). New MTS shelters have solar capabilities for appropriate sites. Space constraints on city sidewalks often limit the ability to install a shelter. MTS offers two lengths of the stand-alone shelter to accommodate smaller spaces where possible, or to provide more shelter area at busier stops, space permitting.

Rapid/TransNet station shelters: MTS maintains shelters at Rapid bus stops/stations with TransNet reimbursement for operating expenses.

Transit Center shelters: off-street transit centers maintained by MTS and shared with Trolley service have shelters located at or near the bus stops for use by bus passengers.

Some cities in MTS' service area install their own bus stop shelters; While MTS works closely with the local jurisdictions, MTS does not have the ultimate authority over the placement, design, or location of these shelters. Other outside entities, such as nearby institutions, business improvement districts, and adjacent property owners, sometimes install their own furniture at or near bus stops. MTS requests to have input for the immediate bus stop area for safety and ADA compliance, but the local jurisdiction has the ultimate authority over furniture placed within its right-of-way.

4.2.1.3. PASSENGER INFORMATION

Static Displays: Each bus stop blade includes the following information: MTS logo, bus icon, list of routes serving the stop, and the individual stop number, allowing passengers to access stop-specific information on the internet

or via smartphone. Blades installed at transit centers, major transfer points, and significant destinations include larger route decals with each route's destination also provided.

Bus stop pole displays showing the schedule for the route(s) serving the stop are installed at transit centers, major transfer points, significant destinations, and locations with high numbers of boardings.

Information kiosks are installed at off-street transit centers, selected busy on-street transfer locations, and along Broadway in Downtown San Diego. The information provided is customized to the location, but may include routes and destinations, fare information, local area maps, route maps, and "How to Ride" information.

Most shelters provided and serviced by MTS' vendor include an information panel for a schedule, route map, or other information, depending on the service and location.

Electronic Displays: "Next-arrival" displays are provided at most Rapid bus stops/stations with TransNet reimbursement for operating expenses. These are installed as part of the capital project, and maintained through the operating agreement with SANDAG.

Next-arrival signs were also installed in a few other transit center locations as part of a pilot to test the technology; the functionality of these signs is maintained, but there are no plans to expand the program at this time.

4.2.1.4. ELEVATORS/ESCALATORS

Elevators: Provided only at locations where a fixed ramp could not meet Americans with Disabilities Act (ADA) requirements. Currently, the only bus stop locations with an MTS-owned elevator not also served by Trolley are: the parking structure at the Sabre Springs/Peñasquitos Transit Station (2 elevators), the Boulevard Transit Plaza (4 elevators total), and the City Heights Transit Plaza (4 elevators total).

Escalators: There are no escalators at any bus-only location.

4.2.1.5. TRASH CANS AND RECYCLING RECEPTACLES

MTS provides for trash cans and recycling receptacles at the following bus stop locations:

- Transit centers served by both buses and Trolleys
- Rapid stations with TransNet reimbursement for operating expenses
- MTS-contracted bus shelter locations

At all other locations, trash cans (if provided) are installed, serviced, and controlled by an outside entity, typically a city, business improvement district, or adjacent property owner. Recycling receptacles may or may not be installed adjacent to the trash can by the outside provider.

4.2.1.6. RESTROOMS

Four transit centers with bus service have MTS-owned restrooms available for passenger use:

- 12th & Imperial Transit Center
- Old Town Transit Center
- El Cajon Transit Center
- San Ysidro Transit Center

All four locations have an outside vendor that maintains the restroom and controls access. Other bus stops have nearby restrooms that may be available to passengers, but MTS does not reimburse the owner nor have any control over access.

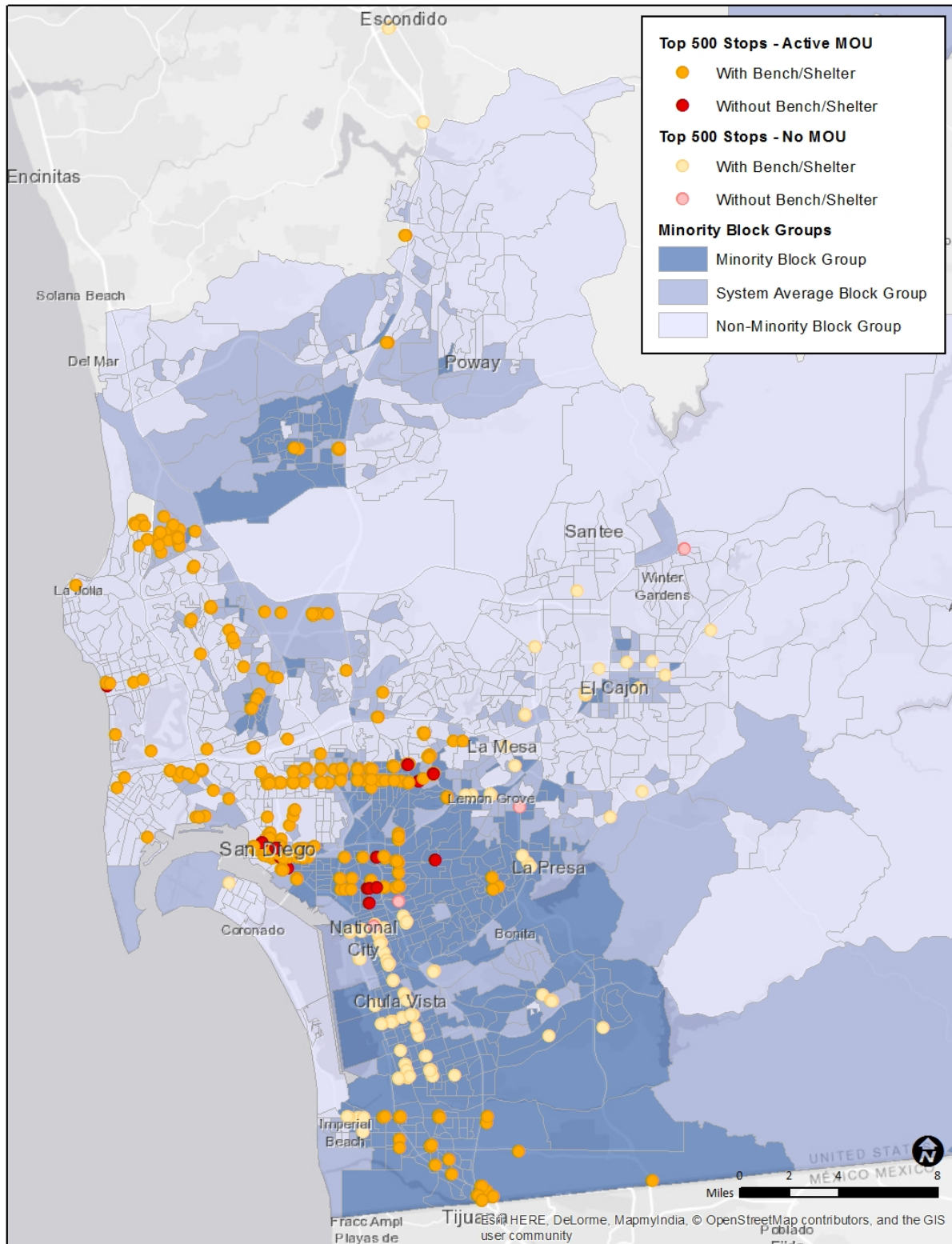
MTS provides secured restrooms for employees only at various bus route terminal locations. At some bus route terminals, MTS has an agreement with a nearby business to allow MTS drivers to use their restroom.

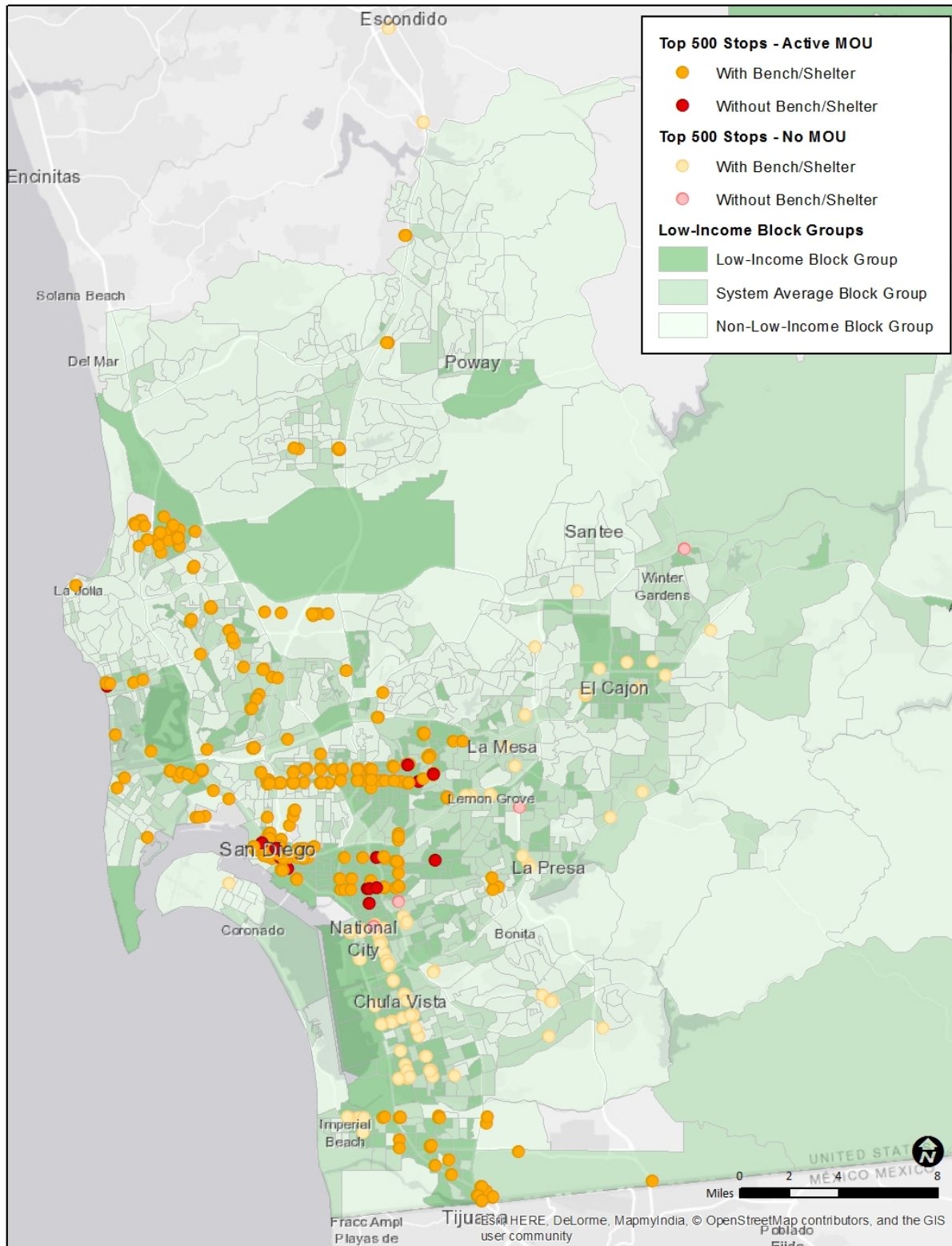
4.2.1.7. TICKET VENDING MACHINES

Ticket vending machines (TVMs) are only provided at three locations served by buses apart from Trolley stations: San Diego International Airport (Terminals 1 & 2), Virginia Avenue Transit Center (VATC) at the San Ysidro International Border, and the Otay Mesa Transit Center (OMTC; at the Otay Mesa International Border). These locations have TVMs due to the high volume of cash-paying passengers, to reduce dwell times for buses. MTS' next fare system, PRONTO, will allow for simpler TVMs that may be deployed at more bus stop locations in the future. *(NOTE: As of July 1, 2020, the OMTC is temporarily closed for adjacent construction until September 2021, and TVMs have been removed from the VATC in anticipation of PRONTO rolling out in Fall 2021.)*

4.2.1.8. AMENITY DISTRIBUTION MAPS

The overlay maps on the following pages show the locations of amenities (benches and shelters) provided at the top 500 MTS bus stops by passenger boardings relative to the locations of minority and non-minority populations as well as low-income and non-low-income populations. Such a map is one way to demonstrate how amenities are distributed across the transit system.





4.2.2. RAIL STATION AMENITIES

MTS's current distribution of rail station amenities is consistent with its Transit Amenities Policy.

Trolley station amenities, except where noted below, are generally standardized at all Trolley stations throughout the Trolley network. This standardization ensures equal distribution to all users, regardless of the location of the station. Quantities and siting of amenities are dependent on level of boardings and site-specific conditions.

4.2.2.1. SEATING

MTS provides seating at all Trolley stations. Quantity and placement of benches is dependent on location, number of boardings, and station design and layout.

4.2.2.2. SHELTERS

MTS provides two kinds of shelters at its Trolley stations:

Large canopies: Most Trolley stations have one large canopy, located on the platform with the most open area.

Small canopies: Most Trolley stations have one or more small canopies, located on the narrower platform.

4.2.2.3. PASSENGER INFORMATION

Static Displays: Each Trolley platform includes signage along its length indicating the station name, line of service, and terminal destination. Information kiosks are installed on the platforms of all Trolley stations. The information provided includes Trolley schedules, fare information, local area maps, and "How to Ride" information. Bus transfer information is also included at busy transfer centers with bus service.

Electronic Displays: "Next-arrival" displays are provided above all Trolley platforms, indicating the line of service and the estimated time of arrival for subsequent trains.

4.2.2.4. ELEVATORS/ESCALATORS

Elevators: Provided only at locations where a fixed ramp could not meet Americans with Disabilities Act (ADA) requirements. Currently, MTS provides and maintains elevators at the following Trolley stations: Fashion Valley Transit Center, Stadium Trolley Station (currently closed for adjacent construction), Grantville Trolley Station, SDSU Transit Center, and Grossmont Transit Center. Several stations on the future Mid-Coast light rail extension will include elevators due to the elevated guideway and stations.

Escalators: The only MTS stop/station with escalators is the SDSU Transit Center, where peak volumes would exceed the capacity of the elevators. No other escalators are planned for the system at this time.

4.2.2.5. TRASH CANS AND RECYCLING RECEPTACLES

MTS installs and services trash cans and recycling receptacles at all Trolley stations.

4.2.2.6. RESTROOMS

Four locations have MTS-owned restrooms available for passenger use:

- 12th & Imperial Transit Center
- Old Town Transit Center
- El Cajon Transit Center
- San Ysidro Transit Center

All four locations have an outside vendor that maintains the restroom and controls access. Other Trolley stations have nearby restrooms that may be available to passengers, but MTS does not reimburse the owner nor have any control over access. (For example, the City of San Diego maintains public restrooms adjacent to the Civic Center and Gaslamp Quarter Stations.)

MTS provides secured restrooms for employees only at various route terminal locations. At some route terminals, MTS has an agreement with a nearby business to allow MTS operators to use their restroom.

4.2.2.7. TICKET VENDING MACHINES

At least two Compass ticket vending machines (TVMs) are currently provided at every Trolley station, each with the ability to accept credit cards and dispense tickets. At least one TVM at every station has the ability to issue and load Compass Cards. New PRONTO TVMs are already installed at most Trolley stations, ready for that system to replace the Compass system in Fall 2021.



VEHICLE ASSIGNMENT POLICY • 2021



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Subject: VEHICLE ASSIGNMENT POLICY

Effective Date: July 1, 2021

Promulgated this 1st day of July 2021.

SAN DIEGO METROPOLITAN
TRANSIT SYSTEM

Sharon Cooney
Chief Executive Officer

Approved as to form:
General Counsel

1.0 Introduction

The Metropolitan Transit System (MTS) is the provider of public fixed-route bus and light rail transit services in the southern and eastern portions of San Diego County. MTS' area of jurisdiction is approximately 570 square miles of the **urbanized** areas of San Diego County, plus the rural areas of East County. Our total service area is 3,240 square miles, serving a population of nearly 3 million.

MTS can trace its roots back to 1886, when private companies began providing various rail transit services in San Diego. The current organization was created by the passage of California Senate Bill 101 and came into existence in January 1976 as the Metropolitan Transit Development Board (MTDB). In 2002, Senate Bill 1703 merged MTDB's long-range planning, financial programming, project development and construction functions into the regional metropolitan planning organization, the San Diego Association of Governments (SANDAG). In 2005, MTDB changed its name to MTS.

MTS directly or through private contractors operates 96 fixed bus routes, 4 light rail lines, and an Americans with Disabilities Act complementary paratransit service. All services are coordinated by MTS, which determines the routes, stops, frequencies and hours of operation. Light rail infrastructure includes 54 stations and 102.6 miles of rail. Various modes of bus routes are operated, including local, urban, express, Rapid, Rapid Express, and rural services.

Federal Transit Administration Circular FTA C 4702.1B requires that operators receiving federal financial assistance have policies ensuring the equitable distribution of vehicles and amenities as part of their compliance with Title VI of the Civil Rights Act of 1964. This document provides the policy guidelines for the distribution and operation of MTS vehicles throughout the MTS service area. It has also been distributed to MTS' outside contractors that provide transit services.

2.0 Buses

MTS bus services board approximately 51 million passengers per year, 170,000 on an average weekday (pre-pandemic figures). The fleet consists of nearly 800 buses operating on 96 fixed-routes and paratransit service. Modes operated include motorbus, commuter bus, and demand response. Approximately half of the service is directly operated by MTS employees, the remaining half is operated by private contractors using buses provided by MTS and operating from divisions owned by MTS. Most of the heavy-duty bus fleet is powered by natural gas, the culmination of an initiative started in 1994 to replace diesel with cleaner, alternative fuels. The last of MTS' diesel buses was retired in early 2021.

2.1 Bus Categories

- 2.1.A Standard Bus: Medium or Heavy-Duty urban transit buses manufactured by New Flyer, Gillig, etc. Passenger amenities are common throughout the fleet, with only minor year-to-year variations. All standard buses are powered by Compressed Natural Gas (CNG).

- 2.1.A.1 **Standard MTS:** The largest segment of MTS' fixed-route fleet. All standard buses



are 40' long. Seating is a standard transit shell seat product with fabric inserts.

- 2.1.A.2 **Standard Rapid:** The Standard Rapid bus differs from the Standard MTS bus by exterior branding and installation of Transit Signal Priority (TSP) transmitters. All other features and amenities are the same.



- 2.1.B Articulated Bus: Articulated transit buses are 60' long and all were manufactured by New Flyer Industries. There are three distinct fleets, all currently CNG-powered:

- 2.1.B.1 **Urban:** MTS branded with passenger amenities similar to MTS standard buses. These are assigned to higher volume routes that require additional capacity when added frequency isn't practical, feasible, or cost-effective.



- 2.1.B.2 **Rapid:** Branded for Rapid service with passenger amenities similar to MTS standard buses. These are assigned to TransNet-funded Rapid routes that operate primarily on surface streets. In 2022, this fleet will be expanded to the MTS-funded Iris Rapid project with twelve new battery-electric articulated Rapid buses.



- 2.1.B.3 **Rapid Freeway:** Branded for Rapid service with an upgraded seating product. These are assigned to TransNet-funded Rapid routes that operate significant freeway segments, with the upgraded seating intended to improve the ride quality at higher speeds.

- 2.1.C Minibus: Single-door, high-floor, body-on-chassis cutaway buses, 29'-34' in length; generally fewer seats than standard buses; propane- or gasoline-powered; all are equipped with a wheelchair lift at the curbside rear. These are assigned to demand response service and fixed-routes with lower ridership. They are also used on other routes during lower-demand periods such as weekends.



- 2.1.D Over-the-Road Coach: Single-door, 45' long, high-floor highway coach; upgraded seating product and some additional passenger amenities such as parcel racks and reading lights; all are equipped with a curbside midship wheelchair lift. These are assigned to the higher-fare *Rapid Express* service on the Interstate 15 corridor.



- 2.1.E ADA Paratransit Minibus: All Americans with Disabilities Act (ADA) complementary paratransit buses are Type II cutaway minibuses. There is no variation in passenger amenities from year-to-year, and vehicles are dispatched equally throughout the region based on ride demands.



- 2.1.F Zero Emission Bus (ZEB): As of July 2021, MTS operates a fleet of eight Battery Electric Buses (BEBs) as a pilot that are being deployed throughout the system.

The California Air Resources Board (CARB) is requiring that transit bus fleets convert to Zero Emission Buses by 2040, and MTS' plan was approved by the MTS Board of Directors and submitted to CARB in late 2020.

The plan prioritizes the deployment of BEBs in disadvantaged communities, as defined by California Senate Bill 535 using the State's CalEnviroscreen tool.



The transition plan starts with five additional standard BEBs to be purchased in 2021, twelve Rapid articulated BEBs in 2022, then a gradual conversion of all orders, with the last internal combustion bus being purchased in 2028. All combustion buses would be retired by 2040.

Challenges include the need for significant electrical grid and charging infrastructure installed at all divisions, insufficient range with current battery technology, and lack of viable BEB options on some fleet types. MTS anticipates that most of these will be resolved over the next several years, but the CARB plan is a dynamic document that will be updated as new information becomes available.

MTS is currently designing electrical charging infrastructure at two of its divisions – South Bay and Imperial Avenue. Chargers will be placed on overhead gantries with drop-down pantographs that charge the buses as needed for service, while optimizing charging times to avoid peak periods on the grid.

- 2.2 Divisions: MTS bus service is operated from five bus divisions, with a sixth being planned:

- 2.2.A Imperial Avenue Division (IAD): Directly operated by MTS. Located at 100 Sixteenth Street, San Diego, CA 92101 (Downtown San Diego); operates standard and articulated buses. Maintains CNG-powered and battery-electric buses. The BEB pilot is supported at IAD with pedestal chargers.

- 2.2.B Kearny Mesa Division (KMD): Directly operated by MTS. Located at 4630 Ruffner Street, San Diego, CA 92111 (Kearny Mesa); operates standard and articulated buses. Fuels and maintains CNG-powered buses. The BEB pilot is supported at KMD with pedestal chargers.
- 2.2.C South Bay Division (SBD): Owned by MTS and operated by a contractor (currently Transdev). Located at 3650A Main Street, Chula Vista, CA 91911 (southern Chula Vista); operates standard and articulated buses. Fuels and maintains CNG-powered buses. The BEB pilot is supported at SBD with pedestal chargers.
- 2.2.D East County Division (ECD). Owned by MTS and operated by a contractor (currently Transdev): 544 Vernon Way, El Cajon, CA 92020; operates standard buses, minibuses, and over-the-road coaches. Fuels and maintains CNG- and gasoline-powered buses. The BEB pilot is supported at ECD with pedestal chargers.
- 2.2.E Copley Park Division (CPD): Owned by MTS and operated by a contractor (currently First Transit). Located at 7490 Copley Park Place, San Diego, CA 92111 (Kearny Mesa); operates minibuses. Fuels and maintains propane- and gasoline-powered buses.
- 2.2.F Division 6. MTS has begun work on a sixth bus division that will accommodate expansion of the fleet, as well as free up space in existing divisions to add the necessary electrical charging infrastructure. Division 6 will be designed from the ground-up as a primarily ZEB division, though some natural gas fueling capabilities may still be needed during the fleet transition period.

2.3 Vehicle Amenities: Passenger amenities vary by bus type, as shown in the table below:

Vehicle Amenity	Standard Bus	Articulated Bus	Minibus	OTR Coach
Alternative Fuel-Powered	X	X	X	X
Zero-Emissions	X	X		
Air conditioning	X	X	X	X
Lift for accessibility			X	X
Ramp for accessibility	X	X		
Wheelchair Tie-Down Locations	2	2	2	2
Bicycle Rack (2-3 positions)	X	X	X	
Bicycle Underfloor Storage				X
Seating: shell seats with fabric or vinyl inserts	X	X		
Seating: standard transit padded seating			X	
Seating: upgraded high-back seats		X		X

2.4 Bus Assignments by Route: Bus types are assigned by route based on the following:

- 2.4.A Capacity needs: Articulated buses are assigned to higher volume routes that require additional capacity when added frequency isn't practical, feasible, or cost-effective. Minibuses are assigned to the lowest ridership fixed-routes – routes which generally could not be economically operated with a larger bus.
- 2.4.B Route type: Vehicles are assigned by route type in the specifications below. Temporary exceptions to these assignments may be made in an unanticipated, emergency, or standby situation when service would otherwise be lost.
- 2.4.B.1 *Rapid* Express routes between the Interstate 15 corridor and Downtown San Diego are assigned over-the-road coaches; these routes have a higher fare and pass price accordingly.
- 2.4.B.2 High-demand TransNet-funded Rapid/SuperLoop routes are assigned Rapid articulated buses. (These may be supplemented as needed with other MTS buses for capacity purposes.) Rapid routes or trips that operate significant freeway segments are assigned the Rapid “freeway” articulated buses, with upgraded seating intended to improve the ride quality at higher speeds.
- 2.4.B.3 Standard-demand TransNet-funded Rapid/SuperLoop routes are operated using Rapid articulated buses, Standard Rapid buses, or regular MTS-branded standard buses, depending on availability.
- 2.4.B.4 Urban Frequent routes are operated using MTS-branded articulated and standard buses.
- 2.4.B.5 Urban Standard, Circulator, and Rural routes are operated using MTS-branded standard buses and minibuses, depending on the capacity needs of the individual route.

- 2.5 **Route Assignments by Division:** Routes are assigned to each division based on the number and types of buses available, proximity to the service, and opportunities to complement other nearby routes for efficiency, interlining, driver familiarization, supervision, and incident response. State law limits MTS' ability to reassign directly-operated routes to divisions operated by MTS contractors.
- 2.6 **Bus Assignments by Division:** Bus types are assigned to each division based on division space capacity, and the capability of the division to fuel, operate, and maintain any specialized equipment (alternative fuels, articulated buses, etc.). Buses are currently assigned to the divisions according to the following table:

Bus Category	IAD	KMD	SBD	ECD	CPD
2.1.A.1 Standard MTS Bus	X	X	X	X	
2.1.A.2 Standard Rapid Bus		X			
2.1.B.1 Articulated Urban Bus	X	X	X		
2.1.B.2 Articulated Rapid Bus	X				
2.1.B.3 Articulated Rapid Freeway Bus		X	X		
2.1.C Minibus				X	X
2.1.D Over-the-Road Coach				X	
2.1.E ADA Paratransit Minibus					X
2.1.F Zero Emission Bus	Pilot	Pilot	Pilot	Pilot	

- 2.7 **Future Procurements:** All heavy-duty buses are alternative fuel, hybrid-electric, or zero-emission. Heavy-duty buses will be low-floor, except for buses used for Rapid Express, standby, or tripper services, or on special or low-ridership routes.

3.0 Rail Vehicles

- 3.1 **Trolley Car Categories:** Three different types of cars are operated:

- 3.1.A **High-Floor Cars:** Siemens SD100 cars with high floors, steps inside the car to access 0"-8" station platform, wheelchair and bike space at the ends of each car, and a wheelchair lift next to the driver compartment in the lead car. These cars have a flip seat that allows space for three wheelchairs. These 52 cars were manufactured in 1995. Passenger amenities are identical on the fleet.



- 3.1.B **Low-Floor Cars:** Siemens S70 and S70US cars are 70% low-floor. They include inside steps only up to seating areas at far ends of the car, wheelchair and bike space in the middle of the car, and passenger-activated ramps at two of four doors on each side of each car. Cars were manufactured between 2005 and 2020. Passenger amenities are nearly identical for all models and vintages, with minor improvements in seating configurations in later production cars.



- 3.1.C **Vintage Cars:** MTS deploys three historic cars on its Silver Line loop in Downtown San Diego: two Presidents Conference Cars (PCCs) dating from 1946; and one 1980-vintage Siemens-



Duewag U2 car preserved from the original San Diego Trolley fleet. These are high-floor vehicles with a wheelchair lift for accessibility.

- 3.2 **Divisions:** MTS operates one rail division, from which all light rail ("Trolley") service is operated: 1341 Commercial Street, San Diego, CA 92113 (Downtown San Diego).

- 3.3 **Vehicle Amenities:** Passenger amenities vary by car type, as shown in the table below:

Vehicle Amenity	Low-Floor	High-Floor	Vintage
Air conditioning	X	X	
Lift for accessibility		X	X
Ramps for accessibility	X		
Wheelchair Spaces	Not limited	3	1
Bicycle Spaces (limited by policy for safety)	2	2	0
Seating: shell seats with fabric or vinyl inserts	X		
Seating: standard transit padded seating		X	X

- 3.4 **Trolley Assignments by Line:** Trolley cars are assigned primarily based on four factors:

- 3.4.A **Station infrastructure limitations:** Low floor cars require a minimum 8" station platform height in order for the ramp to maintain an ADA-compliant slope. All stations on all four lines now have 8" platforms. Most Trolley stations can accommodate four-car trains, except for 12th & Imperial, City College, Fifth Ave, Civic Center, Courthouse, and America Plaza, which can only accommodate three-car trains.

- 3.4.B **Fleet constraints:** MTS currently owns 121 low-floor cars. When additional cars are needed for a full peak schedule, the difference is made up by inserting a high-floor car in the middle of three-car consists. Some occasional tripper and special event trains may operate with all-high-floor consists.

- 3.4.C **Vintage Car constraints:** Due to their high floor and limited capacity, the three vintage cars are used only on the Silver Line loop in Downtown San Diego, where they supplement other existing services. Two of the vintage vehicles only have an operating cab on one side, and can therefore can only operate in one direction and limiting them to loop services.

- 3.5 **Future Procurements:** Except for vintage cars, all Trolley cars will be a minimum of 70% low-floor; existing high-floor cars will be replaced by low-floor cars upon retirement. MTS has an order for new Siemens S70US cars that will begin replacing the high-floor Siemens SD100 fleet; the first cars in this order should start arriving in late 2021.

3.6 Trolley System Map:

3.6.1. Current Trolley System Map (July 2021)



3.6.2. Future Trolley System Map (eff. November 2021)



4.0 MTS Fleet List (as of 7/1/2021)

Motorbus - Directly Operated						
Division	Quantity in Fleet	Fleet Series	Year	Make	Model	Vehicle Assignment Policy Category
IAD	2	1600	2020	Gillig	Low-Floor	Zero Emission Bus
IAD/KMD	38	1700	2020	Gillig	Low-Floor	Standard MTS Bus
IAD	26	1800	2020	New Flyer	XN60	Articulated Bus - Urban
Various	6	1500	2019	New Flyer	XE40	Zero Emission Bus
IAD	10	1400	2017	Gillig	Low-Floor	Standard MTS Bus
KMD	23	200	2015	Gillig	Low-Floor	Standard MTS Bus
KMD	13	1300	2015	New Flyer	XN60	Articulated Bus - Urban
KMD	12	900	2014	Gillig	Low-Floor	Standard MTS Bus
IAD	18	1200	2013	New Flyer	XN60	Articulated Bus - Rapid
KMD	29	1100	2013	New Flyer	XN60	Articulated Bus - Rapid Freeway
IAD	26	800	2013	Gillig	Low-Floor	Standard MTS Bus
IAD	31	700	2012	New Flyer	C40LFR	Standard MTS Bus
IAD	26	600	2011	New Flyer	C40LFR	Standard MTS Bus
KMD	12	339-350	2008	New Flyer	C40LF	Standard Rapid Bus
TOTAL:		272				
Motorbus - Purchased Transportation						
SBD	5	2790	2020	Gillig	Low-Floor	Standard MTS Bus
ECD	6	8350	2019	Gillig	Low-Floor	Standard MTS Bus
SBD	7	2780	2018	Gillig	Low-Floor	Standard MTS Bus
ECD	3	3506-3508	2018	Starcraft	Allstar XL	Minibus
SBD	17	7500	2017	New Flyer	XN60	Articulated Bus - Rapid Freeway
SBD	10	7400	2017	New Flyer	XN60	Articulated Bus - Urban
SBD	36	2100	2017	Gillig	Low-Floor	Standard MTS Bus
ECD	38	8300	2016	Gillig	Low-Floor	Standard MTS Bus
CPD	31	3100	2016	El Dorado Nat'l	AeroElite 320	Minibus
ECD	13	8200	2015	Gillig	Low-Floor	Standard MTS Bus
SBD	14	2000	2015	Gillig	Low-Floor	Standard MTS Bus
SBD	38	2400	2014	Gillig	Low-Floor	Standard MTS Bus
CPD	6	3000	2014	El Dorado Nat'l	AeroElite 320	Minibus
SBD/ECD	24	2300	2013	Gillig	Low-Floor	Standard MTS Bus
SBD	22	2900	2012	New Flyer	C40LFR	Standard MTS Bus
SBD	75	2800/7300	2009	New Flyer	C40LF	Standard MTS Bus
TOTAL:		345				
Commuter Bus - Purchased Transportation						
ECD	24	8530	2020	MCI	D4500	Over-the-Road Coach
TOTAL:		24				
Demand Response - Purchased Transportation						
CPD	35	3630	2018	Starcraft	AllStar	ADA Paratransit Minibus
CPD	26	3200	2017	Starcraft	AllStar	ADA Paratransit Minibus
CPD	46	3300	2016	Starcraft	AllStar	ADA Paratransit Minibus
CPD	5	3970	2015	Starcraft	AllStar	ADA Paratransit Minibus
CPD	6	3900	2014	Starcraft	AllStar	ADA Paratransit Minibus
TOTAL:		118				
Light Rail - Directly Operated						
SDTI	45	5000	2020	SDU	S70US	Low-Floor Car
SDTI	65	4000	2011	SDU	S70US	Low-Floor Car
SDTI	11	3000	2005	SDU	S70	Low-Floor Car
SDTI	52	2000	1995	SDU	SD100	High-Floor Car
SDTI	1	1001	1980	SDU	U2	Vintage Car
SDTI	1	529	1946	SLC	PCC	Vintage Car
SDTI	1	530	1946	SLC	PCC	Vintage Car
TOTAL:		176				



TRANSIT AMENITIES POLICY • 2021



SAN DIEGO METROPOLITAN TRANSIT SYSTEM

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Subject: TRANSIT AMENITIES POLICY

Effective Date: July 1, 2021

Promulgated this 1st day of July 2021.

SAN DIEGO METROPOLITAN
TRANSIT SYSTEM

Sharon Cooney
Chief Executive Officer

Approved as to form:
General Counsel

1.0 Introduction

The Metropolitan Transit System (MTS) is the provider of public fixed-route bus and light rail transit services in the southern and eastern portions of San Diego County. MTS' area of jurisdiction is approximately 570 square miles of the urbanized areas of San Diego County as well as the rural parts of East County, 3240 total square miles, serving nearly 3 million people in San Diego County.

MTS can trace its roots back to 1886, when private companies began providing various rail transit services in San Diego. The current organization was created by the passage of California Senate Bill 101 and came into existence in January 1976 as the Metropolitan Transit Development Board (MTDB). In 2002, Senate Bill 1703 merged MTDB's long-range planning, financial programming, project development and construction functions into the regional metropolitan planning organization, the San Diego Association of Governments (SANDAG). In 2005, MTDB changed its name to MTS.

MTS directly or through private contractors operates 95 fixed bus routes, 4 light rail lines, and an Americans with Disabilities Act complementary paratransit service. All services are coordinated by MTS, which determines the routes, stops, frequencies and hours of operation. Light rail infrastructure includes 54 stations and 102.6 miles of rail. Various modes of bus routes are operated, including local, urban, express, Rapid, Rapid Express, and rural services.

Federal Transit Administration Circular FTA C 4702.1B requires that operators receiving federal financial assistance have policies ensuring the equitable distribution of vehicles and amenities as part of their compliance with Title VI of the Civil Rights Act of 1964.

This policy is established to ensure the equitable distribution of amenities across the MTS transit network. Details on amenities provided by mode follow below. It has been provided to MTS' outside contractors that install and maintain amenities.

This policy applies to amenities funded by or constructed by or at the direction of MTS. This policy does not limit or restrict outside parties from funding and constructing infrastructure improvements at or near MTS transit stations/stops for the benefit of MTS passengers.

2.0 Bus Stops

The installation of bus stop amenities is prioritized based on the number of passenger boardings at stops and stations along those routes. This prioritization can be adjusted by site constraints which may prevent installation of an amenity. MTS also works with local communities to ensure that installed amenities are an asset rather than nuisance, and may adjust siting and installations on a case-by-case basis accordingly.

For purposes of increasing equity in the delivery of public transit services, MTS has established goals for the improvement of bus stops in communities of concern. In cases of stops that warrant amenities based on ridership, MTS will also consider if a stop is located in a disadvantaged community, as defined by a state agency or local jurisdiction.

2.1 Seating

MTS provides four types of seating at bus stops:

- 2.1.A Stand-alone benches: MTS maintains a contract with a vendor to install benches at bus stop locations, based on passenger volume or upon request. Space constraints on city sidewalks often limit the ability to install a bench. Some cities in MTS' service area install their own bus stop benches; While MTS works closely with the local jurisdictions, MTS does not have the ultimate authority over the placement, design, or location of these benches.
- 2.1.B Shelter benches: MTS maintains a contract with a vendor to install shelters and benches at bus stop locations. Typically, a bench is installed at each shelter location, but MTS occasionally omits or removes the bench to increase circulation and queuing space for passengers, when working with local communities to resolve loitering issues.
- 2.1.C Rapid/TransNet station benches: MTS maintains benches at Rapid and SuperLoop bus stops/stations with TransNet reimbursement for operating expenses.
- 2.1.D Transit Center benches: off-street transit centers maintained by MTS and shared with Trolley service have benches located at or near the bus stops for use by bus passengers.

Outside entities such as nearby institutions, cities, business improvement districts, and adjacent property owners sometimes install their own furniture at or near bus stops. MTS maintains some control of the immediate bus stop area for safety and ADA compliance, but the local jurisdiction has the ultimate authority over furniture placed within its right-of-way.

2.2 Shelters

MTS provides three kinds of shelters at its bus stops:

- 2.2.A Stand-alone shelters: MTS maintains a contract with a vendor to install shelters at bus stop locations, based primarily on passenger volume. MTS' current shelter design includes solar-powered lighting that does not require an external power

source. This model is the latest generation of MTS shelter, and replaced all of MTS' original shelters by 2020.

Potential locations require sufficient space for the shelter and suitable electrical conditions (sufficient lighting for solar generation, or a nearby power source and ability to ground the equipment). Space constraints on city sidewalks often limit the ability to install a shelter. MTS offers two lengths of stand-alone shelters to accommodate smaller spaces where possible, or to provide more shelter area at busier stops, space permitting.

MTS' shelter contractor uses a digital advertising panel in some locations. This affects the advertising panel only; passenger amenities are not affected and do not differ on shelters with digital versus static advertising panels.

2.2.B Rapid/TransNet station shelters: MTS maintains shelters at Rapid and SuperLoop bus stops/stations with TransNet reimbursement for operating expenses. These shelters were all included as part of each Rapid project's planning process, led by the San Diego Association of Governments. Therefore, the design of these shelters vary by project.

2.2.C Transit Center shelters: off-street transit centers maintained by MTS and shared with Trolley service have shelters located at or near the bus stops for use by bus passengers.

Some cities in MTS' service area install their own bus stop shelters; While MTS works closely with the local jurisdictions, MTS does not have the ultimate authority over the placement, design, or location of these shelters.

Other outside entities, such as nearby institutions, business improvement districts, and adjacent property owners, sometimes install their own furniture at or near bus stops. MTS maintains some control of the immediate bus stop area for safety and ADA compliance, but the local jurisdiction has the ultimate authority over furniture placed within its right-of-way.

2.3 Passenger Information

2.3.A Static Displays

Each bus stop blade includes the following information: MTS logo, bus icon, list of routes serving the stop, and the individual stop number, allowing passengers to access stop-specific information on the internet or via smartphone. Blades installed at transit centers, major transfer points, and significant destinations include larger route decals with each route's destination also provided.

Bus stop pole displays showing the schedule for the route(s) serving the stop are installed at transit centers, major transfer points, significant destinations, and locations with high numbers of boardings.

Information kiosks are installed at off-street transit centers, selected busy on-street transfer locations, Rapid stations, and along Broadway in Downtown San Diego. The information provided is customized to the location, but may include

routes and destinations, fare information, local area maps, route maps, and “How to Ride” information.

Most shelters provided and serviced by MTS’ vendor include an information panel for a schedule, route map, or other information, depending on the service and location.

2.3.B Variable Message Signs

Variable message signs (VMS), or “next-arrival” displays, are provided at Rapid and SuperLoop bus stops/stations with TransNet reimbursement for operating expenses. These are installed as part of the capital project, and maintained through the operating agreement with SANDAG.

2.4 Elevators/Escalators

2.4.A Elevators: Due to maintenance, security, and cleaning costs, elevators are only considered at locations where a fixed ramp could not meet Americans with Disabilities Act (ADA) requirements.

Currently, elevators are provided at only two bus stop locations (four platforms) apart from Trolley stations: the City Heights and Boulevard Transit Plazas in Mid-City San Diego. The elevators connect freeway level platforms with the surface street overpasses. Fixed ramps at these stations would not meet ADA requirements. Each of the two stations has two platforms, each with two elevators, for a total of eight elevators.

One other passenger facility with an MTS-owned elevator not also served by Trolley is the parking structure at the Sabre Springs/Peñasquitos Transit Station.

2.4.B Escalators: There are no escalators at any bus-only location.

2.5 Trash Receptacles

MTS provides or contracts for trash and recycling receptacles at the following bus stop locations:

2.5.A Transit centers served by both buses and Trolleys

2.5.B Rapid stations with TransNet reimbursement for operating expenses

2.5.C MTS-contracted bus shelter locations

At all other locations, trash receptacles (if provided) are installed, serviced, and controlled by an outside entity, typically a city, business improvement district, or adjacent property owner. These may or may not include adjacent recycling receptacles.

2.6 Restrooms

Passenger restrooms are available at a limited number of transit centers with rail service. These are covered in Section 3.6. MTS does not provide public or passenger restrooms at any bus-only facilities.

MTS provides secured restrooms for employees only at various bus route terminal locations. At some bus route terminals, MTS has an agreement with a nearby business to allow drivers (not passengers) to use their restroom.

2.7 Ticket Vending Machines

There are four bus stop locations with ticket vending machines (TVMs) apart from Trolley stations: the two terminals at San Diego International Airport, the Virginia Avenue Transit Center at the San Ysidro International Border, and the new Otay Mesa Transit Center at the Otay Mesa International Border. These locations all have high volumes of cash riders and the TVMs are located on off-street sites in controlled right-of-way. The 2021 launch of the new PRONTO fare system could enable MTS to place TVMs at more bus stops using a smaller and less costly machine than is used with the current Compass fare system.

3.0 Rail Stations

Trolley station amenities, except where noted below, are generally standardized at all Trolley stations throughout the Trolley network. This standardization ensures equal distribution to all users, regardless of the location of the station. Quantities and siting of amenities are dependent on level of boardings and site-specific conditions.

3.1 Seating

MTS provides seating at all Trolley stations. Quantity and placement of benches is dependent on location, number of boardings, and station design and layout.

3.2 Shelters

MTS provides two kinds of shelters at its Trolley stations:

3.2.A Large canopies: Most Trolley stations have one large canopy, located on the platform with the most open area.

3.2.B Small canopies: Most Trolley stations have one or more small canopies, located on the narrower platform.

3.3 Passenger Information

3.3.A Static Displays: Each Trolley platform includes signage along its length indicating the station name, line of service, and terminal destination.

Information kiosks are installed on the platforms of all Trolley stations. The information provided includes Trolley schedules, fare information, local area maps, and “How to Ride” information. Bus transfer information is also included at busy transfer centers with bus service.

3.3.B Variable Message Signs: Variable message signs (VMS), or “next-arrival” displays, are provided above all Trolley platforms. These indicate the line of service and the estimated time of arrival for subsequent trains.

3.4 Elevators/Escalators

3.4.A Elevators: Provided only at locations where a fixed ramp could not meet Americans with Disabilities Act (ADA) requirements. Currently, MTS provides and maintains elevators at the following Trolley stations: Fashion Valley Transit Center, Stadium (*station temporarily closed as of 2021*), Grantville Transit Center, SDSU Transit Center, and Grossmont Transit Center. The Mid-Coast Light Rail extension opening in late 2021 will add elevators at five additional Trolley stations.

3.4.B Escalators: The only MTS stop/station with escalators is the SDSU Transit Center, where peak volumes would exceed the capacity of the elevators. No other escalators are planned for the system at this time.

3.5 Trash and Recycling Receptacles

MTS installs and services trash and recycling receptacles at all Trolley stations.

3.6 Restrooms

Four locations have MTS-owned restrooms available for passenger use: 12th & Imperial Transit Center, Old Town Transit Center, E Street Transit Center, and El Cajon Transit Center. All four locations have an outside vendor that maintains the restroom and controls access. Restroom hours correspond with the vendor's business hours. Other Trolley stations have nearby restrooms that can be used by passengers, but MTS does not reimburse the owner nor have any control over access.

3.7 Ticket Vending Machines (TVMs)

At least two TVMs are provided at every Trolley station. Each TVM accepts credit cards and dispenses tickets. At least one TVM at each station also has the ability to dispense and load Compass Cards. The Compass TVMs will be replaced in Fall 2021 with PRONTO TVMs, which will have a similar installation distribution and functionality as the Compass TVMs. All PRONTO machines at each Trolley station have the ability to dispense PRONTO Cards and load passes on PRONTO cards. Each station will have at least Credit Card-only TVM.

3.8 Trolley System Map:

3.8.1: Current Trolley System Map



3.8.2: Future Trolley System Map (eff. November 2021)



Title VI Monitoring Report for Service Policies

Executive Committee
July 15, 2021

Title VI

- As a federal funds recipient, MTS is required to follow FTA guidance on Title VI
- Current FTA requirements established in Circular 4702.1B
 - Issued in 2012
 - Required changes to Policy 42 to establish service standards and change thresholds
 - Requires on-going monitoring of service standards, with results reported to the Board at least every 3 years (MTS includes these in quarterly and annual performance monitoring reports to the Board)
 - Requires transit operators to have two administrative service policies, also monitored at least every three years:
 - [Vehicle Assignment Policy](#)
 - [Distribution of Transit Amenities Policy](#)

Vehicle Assignment Policy

- Details how buses and rail cars are distributed throughout the system
- MTS updated policy on 7/1/2021 with a change to the bus distribution policy
 - Bus assignments by division had previously been based on age, with each aged-out fleet being replaced with a new fleet at the same division
 - Revised policy incorporates new equity-based bus assignments established by the Zero Emission Bus (ZEB) Transition Plan
 - Following ZEB pilot period, Vehicle Assignment Policy now prioritizes deployment of Battery-Electric Buses in disadvantaged areas and on DAC-serving routes

Distribution of Transit Amenities Policy

- Details how passenger amenities are distributed throughout the system
 - Benches, shelters, trash cans, elevators, information signage, etc.
- MTS updated policy on 7/1/2021 with a change to the provision of amenities
 - Most bus stop amenities had previously been warranted by the level of ridership at a stop
 - Policy now incorporates an equity-based provision to include consideration for disadvantaged communities
 - Allows for a stop in a disadvantaged community to receive an amenity even if ridership is lower than another stop
 - Will be seen in agency programs like the CIP and performance goals

Monitoring Results

- Monitoring report found one exception to the Vehicle Assignment Policy:
 - Articulated 'Rapid Freeway' buses purchased by SANDAG for Rapids 235 and 237 are used on urban Rapid 201/202 (SuperLoop) due to a subsequent restructuring of Rapid 237 and capacity needs on Rapid 201/202
- No exceptions noted for compliance with the Distribution of Transit Amenities Policy

Today's Action

- Vehicle Assignment Policy and Distribution of Transit Amenities Policy must be monitored at least every three years, with results presented to the MTS Board of Directors
- **Recommendation** to forward the Monitoring Report to the Board of Directors on July 29, 2021
- Policies, Monitoring Report, and Board Action will be submitted with next FTA Title VI Triennial Update in Spring 2024.



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

DRAFT

Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 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, dalia.gonzalez@sdmts.com at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed under '[Additional Materials](#).' Click the following link to access the meeting: <https://zoom.us/j/98288032362>

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, dalia.gonzalez@sdmts.com al menos dos días hábiles antes de la reunión. Instrucciones para ingresar a la junta virtual están disponibles bajo '[Additional Materials](#).' Use este enlace para acceder la reunión virtual: <https://zoom.us/j/98288032362>

ACTION RECOMMENDED

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

Please SILENCE electronics
during the meeting



CONSENT ITEMS

6. [Service and Maintenance of the Hegenschiedt Underfloor Wheel Truing Machine - Sole Source](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL338.0-21, a sole source award to Simmons Machine Tool Corporation (SMTTC), for service and maintenance of the Hegenschiedt Underfloor Wheel Truing Machine in the amount of \$263,355.00 for a period of five (5) years from August 1, 2021 to July 31, 2026.
7. [Bus Farebox Conversion – Amendment](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute an amendment to MTS Doc. No. B0723.1-21, with Genfare, a Division of SPX Corporation, for additional software development services and spare parts for farebox refurbishment totaling \$254,795.45.
8. [Design Services for Las Chollas Creek Bridge Repair - Work Order Amendment](#) Approve
Action would 1) Ratify Work Order WOA1951-AE-58.02 under MTS Doc No. G1951.0-17 with Mott MacDonald, LLC (MM) totaling \$78,883.66, for permitting support, bid support, and design support during construction services; 2) Ratify Work Order amendment WOA1951-AE-58.03 under MTS Doc No. G1951.0-17 with MM totaling \$18,000.00, for sediment collection and benthic community taxonomy; and 3) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-58.04 under MTS Doc. No. G1951.0-17, with MM totaling \$37,957.31, for required environmental monitoring and consulting with the Coastal Commission.
9. [Train Number Signs, Brackets and Support – Sole Source](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1593.0-21, a Sole Source award to Woojin IS America, Inc. (Woojin), to provide train number signs, brackets and support, as further described in the Scope of Work and Woojin Quote, in the amount of \$175,170.13.
10. [Provision of HPE Configure to Order \(CTO\) Servers and Support for Closed-Circuit Television \(CCTV\) Video Storage of San Diego Metropolitan Transit System \(MTS\) Server Refresh and Mid-Coast Trolley Extension Project– Purchase Order](#) Approve
Action would the Chief Executive Officer (CEO) to execute a Purchase Order to Nth Generation Computing Inc. for the provision of HPE CTO Servers and ongoing support services for CCTV Video Storage of MTS Server Refresh and Mid-Coast Trolley Extension Project in the amount of \$123,126.10.
11. [Blue Line Rail Plug Install - Work Order Agreement](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC269-12, under MTS Doc. No. PWG269.0-19, with Herzog Contracting Corp. (Herzog), in the amount of \$95,897.59, and a 10% contingency in the amount of \$9,589.76, for a total amount of \$105,487.35 for the provision of services, materials and equipment for the installation of rail plugs at six locations along the Blue Line right-of-way.

- | | | |
|-----|---|---------|
| 12. | <u>Kearny Mesa Division (KMD) Zero Emission Bus (ZEB) Training Classroom –Work Order Agreement</u>
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-03 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC), in the amount of \$132,136.13, for construction of a ZEB training classroom at KMD. | Approve |
| 13. | <u>Fire Alarm Monitoring and Maintenance Services - Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG329.0-21, with Johnson Controls Fire Protection, LP (JCI), for the provision of fire alarm monitoring and maintenance services for a base period of three (3) years, with one (1) optional two-year extension, and one (1) optional five-year extension for a total contract value of \$1,181,926.04. | Approve |
| 14. | <u>Increased Authorization for Legal Services Contracts To Pay Projected Expenses In Fiscal Year 2022</u>
Action would authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein increasing the dollar amounts of fifteen (15) legal services contracts by \$1,590,000 to cover anticipated Fiscal Year 2022 (FY 22) expenses. | Approve |
| 15. | <u>San Diego Metropolitan Transit System Regional Scheduling System HASTUS Version 2021 Upgrade and Purchase of The BidWeb Module - Sole Source</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2494.0-21 with GIRO for the HASTUS software, licensing and upgrade to version 2021, purchase of BidWeb module and first-year maintenance support services in the amount of \$2,064,180.00 | Approve |
| 16. | <u>Construction Management (CM) On-Call Services – Contract Award</u>
Action authorize the Chief Executive Officer (CEO) to execute MTS CM On-Call Work Order based Master Agreements with up to six (6) firms, for the provision of On-Call CM services for a five-year period. | Approve |
| 17. | <u>Independent Auditing Services – Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1513.6-13 Contract Amendment with The Pun Group, to extend the contract to March 31, 2023, plus a 1 option year (to March 31, 2024), and add additional funds of \$473,000.00. | Approve |
| 18. | <u>One-Year Extension of The Fare Evasion Diversion Program Pilot</u>
Action would extend the Fare Evasion Diversion Program Pilot by twelve (12) months, until August 31, 2022. | Approve |
| 19. | <u>Closure of Three (3) County Of San Diego Investment Accounts</u>
Action would approve the closure of three (3) MTS-owned County of San Diego investment accounts (account numbers 44066, 44078 and 44081) which supported Transit Security Grant Program (TSGP) and Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) specific grant funded projects. | Approve |

CLOSED SESSION

24. Possible Action

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. Security Services – Contract Award (Al Stiehler, Sam Elmer, Larry Marinesi) Approve

31. Security and Passenger Safety Community Advisory Group Guidelines (Julia Tuer) Approve

REPORT ITEMS

45. Fiscal Year (FY) 2021 Third Quarter Performance Monitoring Report (Denis Desmond) Informational

46. Non-Fare Operating Revenue Report (Rob Schupp) Informational

47. Operations Budget Status Report for May 2021 (Gordon Meyer) Informational

OTHER ITEMS

60. Chair Report Informational

61. Chief Executive Officer's Report Informational

62. Board Member Communications Informational

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

64. Next Meeting Date: September 17, 2021.

65. Adjournment



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

**Draft for
Executive Committee
Review Date: 07/15/2021**

SUBJECT:

SERVICE AND MAINTENANCE OF THE HEGENSCHIEDT UNDERFLOOR WHEEL
TRUING MACHINE - SOLE SOURCE

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL338.0-21, (in substantially the same format as Attachment A), a sole source award to Simmons Machine Tool Corporation (SMTC), for service and maintenance of the Hegenschiedt Underfloor Wheel Truing Machine in the amount of \$263,355.00 for a period of five (5) years from August 1, 2021 to July 31, 2026.

Budget Impact

The total budget for this project shall not exceed \$263,355.00. This project is funded by the Light Rail Vehicle (LRV) Maintenance Operations Budget 350016-536500.

DISCUSSION:

On November 15, 2012 (AI 16 and 17), the Board approved the procurement of a new wheel truing machine from SMTC for installation in San Diego Trolley Inc. (SDTI) maintenance facility at 1535 Newton Street (Building C). The new wheel truing machine was purchased to add capacity and supplement the use of an existing unit acquired in the 1980s. Wheel truing machines are a necessity in MTS's Trolley operations as they are used to reshape (i.e., tune) LRV tires as they lose diameter parity and sustain abnormal profiles as a result of constant rotation during normal train service. Maintaining LRV tire diameter parity and profiles are recommended in the Association of American Railroads (AAR) Wheel and Axle Manual.



Replacement of the machine included facility renovations necessary to accommodate the new equipment, which must be placed in a below ground pit to provide machine access to the LRV tires. Procurement, design, and construction/installation of the machine was finally completed in or about July 2017.

Unfortunately, less than eighteen (18) months after the new machine was operational, on December 6, 2018, a severe storm caused significant flooding in and around Building C. During this weather event, the Building C maintenance pits filled with flood waters including the pit that contained the wheel truing machine. In addition to the flooding in the maintenance pits, the entire building was overcome by 3-4 inches of water. Approximately 300,000 gallons of flood water was pumped out of the building to recover the facility. Following the removal of the water, all LRV maintenance support equipment was inspected for damages and suitability for use. The LRV wheel truing machine was disassembled and inspected jointly by members of the MTS LRV Maintenance team, SMTC (as the supplier of the wheel truing machine) and a 3rd party insurance administrator. The results of the inspection indicated that the machine and auxiliary equipment had suffered catastrophic damage and was a total loss. MTS's property insurance carrier accepted MTS's claim and MTS began the process of procuring a replacement wheel truing machine on April 11, 2019 (AI 13).

The replacement machine installation was completed in June 2021. Today's action would be to procure maintenance services for the machine from the original equipment manufacturer, SMTC. The wheel truing machine requires periodic maintenance and calibration to ensure trouble free operation. This machine is critical to SDTI operations, as it provides a means of ensuring that the wheels under the LRV provide a safe means of transport for riders and that they meet local, state, and federal specifications.

SDTI LRV mechanics received training from SMTC during the installation and commissioning of the machine for day to day maintenance and upkeep, but not for the calibration of the machine's laser system, or for heavy maintenance and repair. At this time SDTI does not have the expertise to perform the work required.

SMTC is the North American representative of the Machine. There is no other North American vendor that is qualified, and has the technical expertise to effectively maintain, troubleshoot and calibrate this Machine. Furthermore, in order to maintain the Machine's warranty, SMTC requires all maintenance work to be performed by LRV staff, SMTC, or contactors hired by SMTC.

SMTC will provide a five (5) year maintenance program in the amount of \$263,355.00 at the same unit prices for the same maintenance agreement in 2018. Thus, based on MTS's historical costs, and an Independent Cost Estimate (ICE) in the amount of \$272,219.00, staff deemed the proposal pricing fair and reasonable.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. PWL338.0-21, (in substantially the same format as Attachment A), a sole source award to SMTC for service and maintenance of the Machine in the amount of \$263,355.00 for a period of five (5) years from August 1, 2021 to July 31, 2026.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement MTS Doc. No. PWL338.0-21

**STANDARD AGREEMENT
FOR
MTS DOC. NO. L1585.0-21**

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: <u>Simmons Machine Tool Corporation</u>	Address: <u>1700 North Broadway</u>
	<u>Albany NY 12204</u>
	<u>City State Zip</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>cdethorne@smtgroup.com</u>
Telephone: <u>518.462.5431</u>	
Authorized person to sign contracts <u>Carol De Thorne</u>	<u>Manager, Customer Service Center</u>
Name	Title

The Contractor agrees to provide as specified in the conformed Scope of Work/Technical Specification, including contractor's pricing (Exhibit A), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit B), Federal Requirements (Exhibit C), Forms (Exhibit D), and Policy 44C Travel Guidelines for Contractors (Exhibit E).

The contract term is for up to five (5) years effective from August 1, 2021 to July 31, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$263,355.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SIMMONS MACHINE TOOL COMPANY
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



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Agenda Item No. 7

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

**Draft for
Executive Committee
Review Date: 07/15/2021**

SUBJECT:

BUS FAREBOX CONVERSION – AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute an amendment to MTS Doc. No. B0723.1-21 (in substantially the same format as Attachment A), with Genfare, a Division of SPX Corporation, for additional software development services and spare parts for farebox refurbishment totaling \$254,795.45.

Budget Impact

The total budget for this project shall not exceed \$254,795.45, bringing the overall contract total to \$3,811,106.06. This project is funded by the MTS Capital Improvement Project (CIP) 1009004902 - Fare System Upgrade.

DISCUSSION:

On December 10, 2020, the MTS Board approved MTS Doc. No. B0723.0-21 for the refurbishment of bus registering fareboxes to a simplified process of collecting one-way cash fares onboard the bus fleet. This contract included provision of services, equipment, software, parts, and support for ten (10) years, effective February 1, 2021.

This amendment to the original contract adds the following changes:

1. Additional software development and testing to improve fare set functionality:
The refurbishment of the farebox will allow the onboard unit to hold the primary fare set locally on the device. Although there is a primary fare set (Urban default fare of \$2.50/\$1.25), there may be instances in which a bus will need to be switched to



Rural or Premium fare sets. The software changes will allow the driver to manually switch to another fare set with a key-press sequence rather than needing a cable and exterior device to re-program the unit.

2. Additional hardware and installation for bus revenue operations:

It is necessary to order additional spare parts to adequately account for bus fleet changes since the original order. The additional parts will better support bus revenue operation, training and testing needs.

In creating the MTS Independent Cost Estimate (ICE) to determine cost fair and reasonableness, MTS used data provided by its consultant Jacobs Consulting, specializing in transit payment systems. The ICE range is between a low \$187,380 and a high \$313,420. Staff deems Genfare's proposal at \$254,795.45 or 19% lower compared to MTS's high range to be fair and reasonable.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. B0723.1-21 (in substantially the same format as Attachment A), with Genfare, a Division of SPX Corporation, for additional software development services and spare parts for farebox refurbishment totaling \$254,795.45.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Standard Agreement MTS Doc. No. B0723.1-21
B. Genfare Quote

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

Amendment 1

Effective Date: June 25, 2021

MTS Doc No. B0723.1-21

BUS FAREBOX CONVERSION

35T35TGenfare, a division of SPX Corporation
35T35TEric Kaled
President
800 Arthur Avenue
Elk Grove Village, IL 60007

This shall serve as Amendment No.1 to the original agreement B0723.0-21 as further described below.

SCOPE

This amendment adds the following changes as detailed in Attachment A:

1. Additional software development and testing to improve fare set functionality;
2. Additional hardware and installation for bus revenue operations.

SCHEDULE

There are no changes to the schedule provision of this agreement. The termination date remains July 26, 2031.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$254,795.45. The total value of this contract including this amendment shall be in the amount of \$3,811,106.06. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

35TEric Kaled, 35TPresident
35TGenfare, a division of SPX
Corporation

Date: _____

Attachment:

A. Genfare Quote

Sales Quotation

Sold-To-Party

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Ship-To-Party

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Information

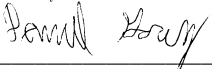
Sales Quote No. 5033732
Document Date 04/21/2021
Customer No. 529
Currency USD
Contact Name
Phone 619 238-0100
FAX
EMAIL ap@sdmts.com
Validity Start Date 04/21/2021
Validity End Date 09/23/2021
Req Ship Date 08/28/2021

End User

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Item	Material	Quantity	Price	Amount
10	TS-0001 Ody + Logic Board Support-7482	40 EA	200.00 USD	8,000.00
<p>- Stand Alone Odyssey Plus FB buttons to access and change fare structure.</p> <p>-ESBUILD-1198</p> <p>- Operator to press and hold right display button. - After approximately 5 seconds the farebox will prompt the rider facing display to switch into fare set selection mode. - Operator will use the left button to scroll over available fare sets. - Upon reaching the desired fare set, the right button will have a third function of selecting the desired fare set.</p> <p>Display scheduled to revert to normal operations if one of two criteria are met.</p> <p>1. Right button is selected on a fare set.</p> <p>2. Prolonged inactivity results in the patron facing display to revert to its previous fare set.</p>				

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 06/23/2021

Sales Representative: Daniel Gorey
Email:

Phone:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

Sold-To-Party

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Ship-To-Party

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Information


Sales Quote No. 5033732
Document Date 04/21/2021
Customer No. 529
Currency USD
Contact Name
Phone 619 238-0100
FAX
EMAIL ap@sdmts.com
Validity Start Date 04/21/2021
Validity End Date 09/23/2021
Req Ship Date 08/28/2021

End User

San Diego Transit
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San Diego CA 92101-7490

Item	Material	Quantity	Price	Amount
20	TS-0001 Regression testing and QA Regression testing and QA is done to ensure that new software written for the fareboxes does not have any errors in code. Regression and QA testing encompasses reviewing code, understanding the operation, testing all aspects of the farebox operations on multiple devices. This testing includes farebox set up time as well as accounting for changes/fixes.	96 EA	200.00 USD	19,200.00
30	ITEM ODY + lid stickers Tax	588 EA 1 EA	12.50 USD 0.97 USD	7,350.00 569.63
40	D31000-0001 S/A OCU, 30 BUTTON (NEW) Tax	4 EA 1 EA	1,099.00 USD 85.17 USD	4,396.00 340.69
50	A22339-0001 KEY, BILL XPORT, 1561 Tax	40 EA 1 EA	4.04 USD 0.31 USD	161.60 12.53

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 06/23/2021

Sales Representative: Daniel Gorey **Phone:**
Email:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

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Req Ship Date 08/28/2021

End User

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San Diego CA 92101-7490

Item	Material	Quantity	Price	Amount
60	C04789-0289	40 EA	16.11 USD	644.40
	KEY, MEDECO, MB-289			
	Tax	1 EA	1.25 USD	49.94
70	C30983-1103	4 EA	134.29 USD	537.16
	S/A, CABLE, OCU, EXT GND, 3FT			
	Tax	1 EA	10.41 USD	41.63
80	D22181-0529A	37 EA	1,838.00 USD	68,006.00
	S/A MAIN BRACKET (SAN DIEGO) Upgrade			
	Tax	1 EA	142.45 USD	5,270.47
90	D28534-0004	37 EA	780.30 USD	28,871.10
	S/A PCB, CONTROLLER-ODYSSEY+ (GMOD)			
	Tax	1 EA	60.47 USD	2,237.52
100	D30895-0003	37 EA	1,030.00 USD	38,110.00
	S/A COVER, SAN DIEGO			
	Tax	1 EA	79.83 USD	2,953.53
110	INSTALL	37 EA	350.00 USD	12,950.00
	Install Odyssey+ main bracket and lid			

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 06/23/2021

Sales Representative: Daniel Gorey
Email:

Phone:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

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Sales Quote No. 5033732
Document Date 04/21/2021
Customer No. 529
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Contact Name
Phone 619 238-0100
FAX
EMAIL ap@sdmts.com
Validity Start Date 04/21/2021
Validity End Date 09/23/2021
Req Ship Date 08/28/2021

End User

San Diego Transit
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Item	Material	Quantity	Price	Amount
120	INSTALL Odyssey main bracket removal	37 EA	125.00 USD	4,625.00
130	FREIGHT Freight	37 EA	60.00 USD	2,220.00
140	A31441-0001 S/A OCU Cable and plate	37 EA	75.25 USD	2,784.25
	Tax	1 EA	5.83 USD	215.77
150	B00050-0800 NUT,ELASTIC STOP #8-32	74 EA	0.35 USD	25.90
	Tax	1 EA	0.03 USD	2.00
160	D28534-0004 S/A PCB, CONTROLLER-ODYSSEY+ (GMOD)	25 EA	780.30 USD	19,507.50
	Tax	1 EA	60.47 USD	1,511.83
170	D21149-2006 S/A MOTHER BOARD, ODYSSEY	25 EA	197.06 USD	4,926.50
	Tax	1 EA	15.27 USD	381.80
180	C22290-0002	25 EA	56.56 USD	1,414.00

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 06/23/2021

Sales Representative: Daniel Gorey
Email:

Phone:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

Sold-To-Party

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Ship-To-Party

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Information

Sales Quote No. 5033732
Document Date 04/21/2021
Customer No. 529
Currency USD
Contact Name
Phone 619 238-0100
FAX
EMAIL ap@sdmts.com
Validity Start Date 04/21/2021
Validity End Date 09/23/2021
Req Ship Date 08/28/2021

End User

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Item	Material	Quantity	Price	Amount
	S/A, CABLE - RIBBON			
	Tax	1 EA	4.38 USD	109.59
190	A28391-0001	25 EA	16.68 USD	417.00
	LENS, DISPLAY			
	Tax	1 EA	1.29 USD	32.31
200	A28531-0002	25 EA	55.08 USD	1,377.00
	DISPLAY,TFT-LCD,NHD-3.5-320240MF-ATXL#-1			
	Tax	1 EA	4.27 USD	106.71
210	B28991-0001	25 EA	67.21 USD	1,680.25
	S/A DISPLAY INTFC & INSULATOR-OD2+			
	Tax	1 EA	5.21 USD	130.22
220	C22807-0007	25 EA	464.06 USD	11,601.50
	S/A CONVERTER - 60V			
	Tax	1 EA	35.96 USD	899.12
250	FREIGHT	25 EA	45.00 USD	1,125.00
	Freight spares			

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 06/23/2021

Sales Representative: Daniel Gorey **Phone:** _____
Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

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San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Ship-To-Party

San Diego Transit
1255 Imperial Avenue, Suite 1000
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Information

Sales Quote No. 5033732
Document Date 04/21/2021
Customer No. 529
Currency USD
Contact Name
Phone 619 238-0100
FAX
EMAIL ap@sdmts.com
Validity Start Date 04/21/2021
Validity End Date 09/23/2021
Req Ship Date 08/28/2021

End User

San Diego Transit
1255 Imperial Avenue, Suite 1000
San Diego CA 92101-7490

Gross Value:	239,930.16
Total Tax:	14,865.29
Final Amount:	254,795.45

Customer Signature: _____ **Date:** _____

Signature:  _____ **Date:** 06/23/2021

Sales Representative: Daniel Gorey
Email:

Phone:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.



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

July 29, 2021

**Draft for
Executive Committee
Review Date: 07/15/2021**

SUBJECT:

DESIGN SERVICES FOR LAS CHOLLAS CREEK BRIDGE REPAIR - WORK ORDER
AMENDMENT

RECOMMENDATION:

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

- 1) Ratify Work Order WOA1951-AE-58.02 under MTS Doc No. G1951.0-17 (Attachment A) with Mott MacDonald, LLC (MM) totaling \$78,883.66, for permitting support, bid support, and design support during construction services;
- 2) Ratify Work Order amendment WOA1951-AE-58.03 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment B) with MM totaling \$18,000.00, for sediment collection and benthic community taxonomy; and
- 3) Authorize the Chief Executive Officer (CEO) to execute Work Order amendment WOA1951-AE-58.04 under MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment C), with MM totaling \$37,957.31, for required environmental monitoring and consulting with the Coastal Commission.

Budget Impact

The total budget for this project shall not exceed \$283,344.60. Work Orders 1951-AE-58 and 1951-AE-58.01 are funded by MTS Capital Improvement Project (CIP) 2005111101 - Las Chollas Creek Bridge Repair Design.

Work Orders 1951-AE-58.02 through 1951-AE-58.04 are funded by MTS CIP 1009004202 – Miscellaneous Capital.



DISCUSSION:

In March 2010, the Federal Railroad Administration (FRA), in Code of Federal Regulations (CFR) 49 Part 237, mandated all rail operators to conduct bridge inspections. In response, MTS contracted Jacobs Engineering, a licensed bridge inspector (Inspector), to perform in-depth bridge inspections and evaluations every twelve (12) months on seventy-three (73) significant bridge structures on its Blue, Orange, and Green Lines.

On May 5, 2020, the Las Chollas Creek Bridge was inspected. The Inspector identified concerns with the condition of the bridge, and recommended a follow-up inspection of the bridge under freight rail loads. The subsequent inspection occurred on May 19, 2020, and recommended a special inspection every three (3) months on the eastbound track until repairs were made. Furthermore, if bridge condition changes are discovered during the special inspections, freight traffic may be required to be moved to the westbound track until repairs are completed.

As a result of the aforementioned bridge inspections, MTS staff contracted MM to perform a detailed assessment of the bridge condition, and immediately begin to develop 50% design drawings for repair of the bridge.

On September 17, 2020, the Board approved Amendment 1, which authorized 100% design, allowing MTS to solicit construction contractors for repair of the bridge.

On February 24, 2021, the CEO approved Amendment 2 which provided permitting support, bid support, design support during construction services.

On July 9, 2021, the CEO approved Amendment 3, which will provide sediment collection and benthic community taxonomy as required as part of the permitting process with the Coastal Commission.

Under proposed work order Amendment 4, MM will provide the required environmental monitoring and consulting services with the Coastal Commission.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA1951-AE-58	Original Bridge Assessment Work Order	\$67,607.46	CEO approval 6/19/20 per Board Policy No. 41; ratified by Board on 9/17/20 (AI 19)
WOA1951-AE-58.01	Construction Documents for Pile and Pile Cap Repair	\$80,896.17	9/17/20 (AI 19)
WOA1951-AE-58.02	Permitting support, bid support, and design support during construction.	\$78,883.66	CEO approval 2/24/21 per Board Policy No. 41

Work Order No.	Purpose	Amount	Board Approval Date
WOA1951-AE-58.03	Benthic Analysis	\$18,000.00	CEO approval 7/9/21 per Board Policy No. 41
WOA1951-AE-58.04	Environmental monitoring and consulting with the Coastal Commission.	\$37,957.31	Today's proposed action
TOTAL:		\$283,344.60	

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:

- 1) Ratify Work Order WOA1951-AE-58.02 under MTS Doc No. G1951.0-17 (Attachment A) with MM totaling \$78,883.66, for permitting support, bid support, and design support during construction services;
- 2) Ratify Work Order amendment WOA1951-AE-58.03 under MTS Doc No. G1951.0-17 (in substantially the same format as Attachment B) with MM totaling \$18,000.00, for sediment collection and benthic community taxonomy; and
- 3) Authorize the CEO to execute Work Order amendment WOA1951-AE-58.04 under MTS Doc. No. G1951.0-17 (in substantially the same format as Attachment C), with MM totaling \$37,957.31, for required environmental monitoring and consulting with the Coastal Commission.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Order WOA1951-AE-58.02, MTS Doc. No. G1951.0-17
B. Executed Work Order WOA1951-AE-58.03, MTS Doc. No. G1951.0-17
C. Draft Work Order WOA1951-AE-58.04, MTS Doc. No. G1951.0-17

February 3, 2021

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-58.02

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

Dear Mr. Tempelis:

Subject: AMENDMENT NO. 2, TO WORK ORDER WOA1951-AE-58, TO MTS DOC. NO. G1951.0-17,
GENERAL ENGINEERING SERVICES FOR LAS CHOLLAS CREEK BRIDGE
ASSESSMENT

This letter shall serve as Amendment No. 2 to our agreement for Work Order WOA1951-AE-58 to MTS Doc. No. G1951.0-17, for engineering services for Las Chollas Creek Bridge Assessment.

SCOPE OF SERVICES

This Amendment shall provide continued permitting support, bid support, and construction support service of repairs and remediation of piles, pile caps, and abutments for the Las Chollas Creek Bridge Assessment. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE


This Amendment shall add nine (9) months to the Schedule. The Scope of Services, as described above, for a period of seventeen (17) months from the date of the Notice to Proceed.

PAYMENT

This Amendment shall increase the Work Order amount by \$78,883.66. Payment shall be based on actual costs in the amount not to exceed \$227,387.29 without prior authorization of MTS.

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

Sincerely,


Sharon Cooney
Chief Executive Officer

Accepted:

DocuSigned by:



025B5D33267C4A8...
Dan Tempelis, Senior Vice President
Mott MacDonald, LLC

3/10/2021

Date: _____

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

ATTACHMENT A

SCOPE OF SERVICES



Las Chollas Creek Bridge Assessment – Amendment 2

Scope of Work

January 19, 2021

San Diego Metropolitan Transit System

Contents

1	SCOPE OF WORK	1
2	SCHEDULE	2
3	FEE	2
4	ASSUMPTIONS AND EXCLUSIONS	2

Las Chollas Creek Bridge Assessment

The scope of this Work Order Amendment is to support San Diego Metropolitan Transit System (MTS) with continued permitting support, bid support, and construction support service of repairs and remediation of piles, pile caps, and abutments of the Las Chollas Creek Bridges. Periodic inspections of the bridge have shown a progressive deterioration of the bridge abutment and piles to a condition that requires intervention to preserve the structural condition of the bridge. Deterioration includes cracking and spalling to concrete members and scour and potential undermining of the creek bank abutment structures.

1 SCOPE OF WORK

MTS requested Mott MacDonald (MM) to provide the additional services to redevelop the bid package to allow an open bid process instead of using the J.O.C. bid process. In addition, the permitting process was not able to utilize an expedited route therefore, additional effort is required to support the permitting process. MM will continue to subcontract with HELIX Environmental Planning for support of the regulatory permitting process.

Below is a summary of tasks completed to date and descriptions of the additional work for this amendment.

Task 1.1 - Bridge Repair Design Level Inspection and Data Collection (Complete)

Task 1.2 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Preliminary Design (Complete)

Task 2.0 Project Management and Coordination (On going)

Task 2.1 Regulatory Permitting Strategy (Complete)

Task 2.2 Regulatory Permitting Application Design Package 1 (Additional Support)

The permitting effort was originally scoped assuming an expedited permitting process to address the urgency of the repairs/ However, while the regulatory agencies understand the urgency, they still require a full permitting process.

Using the previously authorized budget the project team completed all applicable permit applications. The additional scope and budget are to continue to coordinate with the permitting agencies and address any comments or questions they may have while reviewing the permit applications.

Deliverables: Revised permit documents as needed.

Task 2.3 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Final Design (On Going)

Task 3.1 Repair Package 1 Bid Support (Included in Amendment 1)

Task 3.2 Repair Package 1 Construction Support (RFI and Submittal Reviews)

- Review and respond to RFIs from the Contractor. This is a level of effort estimate based on responding to approximately 15 RFIs

- Review and respond to construction submittals from the Contractor. This is a level of effort estimate based on responding to approximately 10 submittal packages.

Task 3.3 Repair Package 1 Construction Support (Office Consultation)

- This is a level of effort estimate Attend weekly construction coordination calls and preconstruction conference (12 - 1 hour meetings)
- Consultant to provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.

Task 3.4 Repair Package 1 Construction Support (Site Visits)

- Make 6 site visits to observe the progress of construction work.
 - After piles have been prepared, prior to placing jackets
 - After pile caps have been prepared, prior to placing repair material
 - After pile caps have cured to inspect all work.

2 SCHEDULE

This Work Order assumes an NTP of 2/1/2020 and that construction will be complete within 16 weeks from the Contractor's notice of award.

3 FEE

Mott MacDonald proposes to complete the tasks described for the fees shown below on a time and materials, not-to-exceed amount of **\$78,883.66**. See Attachment B for a detailed breakdown of costs and subconsultant proposal. Other tasks are deferred to a later date.

4 ASSUMPTIONS AND EXCLUSIONS

Assumptions for Work

- MTS will administer the construction works and coordinate all special inspections
- MTS or their designated representative (other than MM) will be the main point of contact for the Contractor during construction and handle all pay estimates and daily inspections.
- MM will review all technical submittals.

Exclusions

- Legal surveys and other work associated with property acquisition, temporary easements.
- Traffic planning, engineering and preparation of traffic management plans, traffic control plans.

- Legal, financial or other non-technical professional services except as required by Mott MacDonald to fulfill its obligations under the contract.
- Mitigation plans for proposed repairs. If required by permitting agencies, MM can provide a proposed scope.
- Construction management or resident engineer services. MM can provide these services if needed and will provide a proposed scope if requested.
- Development of as-built drawings.

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. A, AI 8, 07/29/2021

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

Work Order No. **WOA1951-AE-58.02**

Attachment: **B**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES
AND CONCRETE**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$78,883.66
2			

Totals = **\$78,883.66**

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

Item	TASKS/WBS	TASKS/WBS Description		Total Costs
1	2.2	Project Managemwent and Coordination	88.0	\$18,200.66
2		Repair Package 1 Regulatory Permitting Application	32.0	\$4,712.78
3	3.2	CSS RFI and Submittal Reviews	140.0	\$22,316.68
4	3.3	CSS Office Consultation	50.0	\$8,652.62
5	3.4	CSS Site Visits	108.0	\$25,000.92

Totals = **418.0** **\$78,883.66**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	368.0	\$68,085.70
				Helix Environmental Planning	56.0	\$10,797.96

Totals = **424.0** **\$78,883.66**

Att. A, AI 8, 07/29/2021

Attachment: B

A-10

Work Order Estimate
Summary

Att. A, AI 8, 07/29/2021

Consultant/ Subconsultant: **Mott MacDonald**

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

Task Order No. **WOA1951-AE-58.02**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1.1		Task 1.2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service	Day	\$71.30					6	\$427.80				
2	Per Diem - site visit days	Day	\$71.00					12	\$852.00				
3	Airfare Round trip from Seattle	Each	\$600.00					6	\$3,600.00				
4	Hotel (per night per person)	Day	\$173.00					6	\$1,038.00				
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
								\$5,917.80					

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service													6	\$427.80			6	\$427.80
2	Per Diem - site visit days													12	\$852.00			12	\$852.00
3	Airfare Round trip from Seattle													6	\$3,600.00			6	\$3,600.00
4	Hotel (per night per person)													6	\$1,038.00			6	\$1,038.00
5																			
6																			
7																			
8																			
9																			
10																			
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =		\$5,917.80			

Att. A, Al 8, 07/29/2021

Attachment: B

Work Order Estimate
Summary

Att. A, AI 8, 07/29/2021

Consultant/ Subconsultant: **HELIX Environmental Planning**

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

Task Order No. **WOA1951-AE-58.02**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 2.1		Task 2.2		Task 2.3					
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage	Miles	\$0.575	240									
2	GPS	Ea	\$60.00	2									
3													
4													
5													
6													
7													
8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)													
ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage											240	
2	GPS											2	
3													
4													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Task	Schedule	Notes
Field Inspection	2-3 weeks after NTP	To be completed in June 2020
Submit Draft Pile Repair Plans¹	2 weeks after Field Inspection	For MTS Review (1 week)
Task 1: Final Pile Repair Plans	1 week after review MTS comments received	For Bid
Draft Condition Assessment Report¹	8 weeks after Field Inspection	For MTS Review (2 weeks)
Task 1: Final Condition Assessment Report	2 weeks after MTS comments received	
Task 2: Draft Schematic Design Plans and Tech Memo	6 weeks after Final Condition Assessment Report submitted	For MTS Review (2 weeks)
Task 2: Final Schematic Design Plans and Tech Memo	2 weeks after MTS comments received	

1. Draft Condition Assessment Report and Draft Pile Repair Plans may be delayed if the inspection does not occur until July as a result of inspection crew scheduling constraints.

June 30, 2021

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-58.03

Mr. Farhad Nourbakhsh
Vice President
Mott MacDonald, LLC
401 B Street, Suite 1520
San Diego, CA 92101

Dear Mr. Nourbakhsh:

Subject: AMENDMENT NO. 3, TO WORK ORDER WOA1951-AE-58, TO MTS DOC. NO. G1951.0-17,
GENERAL ENGINEERING SERVICES FOR LAS CHOLLAS CREEK BRIDGE
ASSESSMENT

This letter shall serve as Amendment No. 3 to our agreement for Work Order WOA1951-AE-58 to MTS Doc. No. G1951.0-17, for engineering services for Las Chollas Creek Bridge Assessment.

SCOPE OF SERVICES

This Amendment shall provide sediment collection and benthic community taxonomy as required as part of the permitting process with the Coastal Commission. Work provided under this Work Order will be performed in accordance with the attached Scope of Services (Attachment A)

SCHEDULE

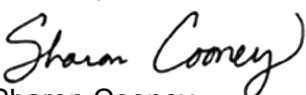
There shall be no change to the Schedule as a result of these services. The Scope of Services, as described above, for a period of seventeen (17) months from the date of the Notice to Proceed.

PAYMENT

This Amendment shall increase the Work Order amount by \$18,000.00. Payment shall be based on actual costs in the amount not to exceed \$245,387.29 without prior authorization of MTS.

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

Sincerely,


Sharon Cooney
Chief Executive Officer

Accepted:

Farhad Nourbakhsh, Vice President
Mott MacDonald, LLC

Date: _____

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

ATTACHMENT A

SCOPE OF SERVICES



Las Chollas Creek Bridge Assessment – Amendment 3

Scope of Work

June 9, 2021

San Diego Metropolitan Transit System

Contents

1	SCOPE OF WORK	1
2	SCHEDULE	2
3	FEE	2
4	ASSUMPTIONS AND EXCLUSIONS	2
5	ATTACHMENT B – COST PROPOSAL	4

Las Chollas Creek Bridge Assessment

The scope of this Work Order Amendment is to support San Diego Metropolitan Transit System (MTS) with continued permitting support and additional construction support service of repairs and remediation of piles, pile caps, and abutments of the Las Chollas Creek Bridges. Periodic inspections of the bridge have shown a progressive deterioration of the bridge abutment and piles to a condition that requires intervention to preserve the structural condition of the bridge. Deterioration includes cracking and spalling to concrete members and scour and potential undermining of the creek bank abutment structures.

1 SCOPE OF WORK

MTS requested Mott MacDonald (MM) to provide the additional services to address the benthic analysis required by the Coastal Commissions permit. MM will continue to subcontract with HELIX Environmental Planning for support of the regulatory permitting process and monitoring requirements.

Below is a summary of tasks completed to date and descriptions of the additional work for this amendment.

Task 1.1 - Bridge Repair Design Level Inspection and Data Collection (Complete)

Task 1.2 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Preliminary Design (Complete)

Task 2.0 Project Management and Coordination (On going)

Task 2.1 Regulatory Permitting Strategy (Complete)

Task 2.2 Regulatory Permitting Application Design Package 1 (Complete)

Task 2.3 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Final Design (Complete)

Task 3.1 Repair Package 1 Bid Support (Complete)

Task 3.2 Repair Package 1 Construction Support (Ongoing)

Task 3.3 Repair Package 1 Construction Support (Ongoing)

Task 3.4 Repair Package 1 Construction Support (Site Visits, Ongoing)

Task 3.5 Repair Package 1 Benthic Analysis

The scope for this task includes the following:

- Sediment Collection and Benthic Community Taxonomy
Benthic community sampling will be conducted under the Scientific Collector's Permit at six monitoring locations within the project footprint, on the same day as the Caulerpa and eelgrass surveys. Since the entirety of the project footprint is likely to experience temporary impacts from the

construction/repair activities, the sampling locations will be spread throughout the entire project area. Two of the locations will be located beneath the bridge in close proximity to pilings, two locations will be located upstream of the bridge (within the project footprint) and two locations will be located downstream of the bridge (within the project footprint).

Sediment grab samples will be collected by field scientists from a small inflatable boat using a six-inch ponar sampler. All six samples will be processed separately, with each sample sieved through a one-mm mesh screen. Sample processing will include bathing each sample in a magnesium sulfate solution to relax the invertebrates before preserving the samples with a 10% buffered formalin solution. Following a 3-5 day treatment with formalin, samples will be transferred to an ethanol solution and sorted initially into broad taxonomic categories. Sorting will be performed by Osprey Marine Management, with quality assurance checks. Marine taxonomists at Dancing Coyote Environmental (DCE) will identify benthic invertebrates to the lowest possible taxon.

- Reporting

A brief summary report will be submitted approximately two weeks following receipt of the taxonomic results from DCE. The summary report will include a description and map of sample locations, a description of collection and preservation methods, a table of benthic infaunal species found at each location, and an assessment of the benthic community at each location using standard benthic community measures (i.e. number of species, total abundance, and diversity indices [Shannon Wiener, Evenness, and Dominance]).

2 SCHEDULE

This Work Order assumes an NTP of 2/1/2020 and that construction will be complete within 16 weeks from the Contractor's notice of award.

3 FEE

Mott MacDonald proposes to complete the tasks described for the fees shown below on a time and materials, not-to-exceed amount of **\$18,000.00**. See Attachment B for a detailed breakdown of costs and subconsultant proposal. Other tasks are deferred to a later date.

4 ASSUMPTIONS AND EXCLUSIONS

Assumptions for Work

- Scope covers all current permit conditions to date and covers current applications to the Coastal Commission. Once the Coastal Commission has received and evaluated the potential impacts they will determine the required mitigation measures. These professional services including management and coordination will be provided under previous Task 3 amendments for as-needed Construction Support until future needs are identified and addressed in a future amendment. The scope of work to support the required mitigation measure can be developed at a later date.

- Access to the site will be provided by MTS in a timely manner.

Exclusions

- Address potential conditions from the Coastal Commission as a result of the permit application and reports submitted to the Coastal Commission (e.g. this could include a vegetation plan or future mitigation). MM can provide a proposed scope if needed.
- Putting together a coastal development permit application, if required by the Coastal Commission. MM can provide a proposed scope if needed.
- Mitigation plans, if required by permitting agencies. MM can provide a proposed scope if needed.
- Legal surveys and other work associated with property acquisition, temporary easements.
- Traffic planning, engineering and preparation of traffic management plans, traffic control plans.
- Legal, financial, or other non-technical professional services except as required by Mott MacDonald to fulfill its obligations under the contract.
- Construction management or resident engineer services. MM can provide these services if needed and will provide a proposed scope if requested.
- Development of as-built drawings.

ATTACHMENT B NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. B, AI 8, 07/29/2021

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

Work Order No. **WOA1951-AE-58**

Attachment: **B**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES
AND CONCRETE**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$18,000.00
2			

Totals = **\$18,000.00**

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

Item	TASKS/WBS	TASKS/WBS Description		Total Costs
1	Task 3.5	Benthic Analysis		\$18,000.00
2				
3				
4				
5				

Totals = **\$18,000.00**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald		
				Helix Environmental Planning		\$18,000.00

Totals = **\$18,000.00**

Work Order Estimate Summary

Att. B, AI 8, 07/29/2021

Total Hours =

Total Costs =

\$18,000.00

Consultant/Subconsultant: **HELIX Environmental Planning**

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

Work Order No.: **WOA1951-AE-58**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

Attachment: B

			ODCs (See Attachment)	Principal	Principal Biologist	Senior env Specialist	Snr GIS Specialist I	Technical Editor	Sr. Project Manager I	Biologist I						Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description		\$290.53	\$224.43	\$176.14	\$134.08	\$82.89	\$ 167.40	\$70.32							
1	Task 3.5	Regulatory Permit Monitoring During Construction															
	Weston Benthic and eelgrass surveys	\$18,000.00															\$18,000.00
Subtotals (Hours) =		N/A														\$18,000.00	
Subtotals (Costs) =		\$18,000.00														\$18,000.00	
2	Task 3.6	Coastal Commission Permit Support															
Subtotals (Hours) =		N/A															
Subtotals (Costs) =																	
Totals (Summary) =																	
Total (Hours) =		N/A															
Total (Costs) =		\$18,000.00														\$18,000.00	
Percentage of Total (Hours) =		N/A															
Percentage of Total (Costs) =		100%														100%	

Work Order Estimate Summary

Att. B, AI 8, 07/29/2021

Consultant/ Subconsultant: **HELIX Environmental Planning**

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

Task Order No. **WOA1951-AE-58**

Work Order Title: **CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 3.5		Task 3.6							
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage	Miles	\$0.575										
2	GPS	Ea	\$60.00										
3	Weston Bentic Survey	Ea	\$18,000.00	1	\$18,000.00								
4													
5													
6													
7													
8													
9													
10													
Subtotal =					\$18,000.00	Subtotal =				Subtotal =			

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage												
2	GPS												
3	Weston Bentic Survey											1	\$18,000.00
4													
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	
												\$18,000.00	

February 3, 2021

MTS Doc. No. G1951.0-17
Work Order No. WOA1951-AE-58.04

Mr. Farhad Nourbakhsh
Vice President
Mott MacDonald, LLC
401 B Street, Suite 1520
San Diego, CA 92101

Dear Mr. Nourbakhsh:

Subject: AMENDMENT NO. 4, TO WORK ORDER WOA1951-AE-58, TO MTS DOC. NO. G1951.0-17,
GENERAL ENGINEERING SERVICES FOR LAS CHOLLAS CREEK BRIDGE
ASSESSMENT

This letter shall serve as Amendment No. 4 to our agreement for Work Order WOA1951-AE-58 to MTS Doc. No. G1951.0-17, for engineering services for Las Chollas Creek Bridge Assessment.

SCOPE OF SERVICES

This Amendment shall provide the required environmental monitoring and consulting services to the Coastal Commission. 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 these services. The Scope of Services, as described above, for a period of seventeen (17) months from the date of the Notice to Proceed.

PAYMENT

This Amendment shall increase the Work Order amount by \$37,957.31. Payment shall be based on actual costs in the amount not to exceed \$283,344.60 without prior authorization of MTS.

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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Farhad Nourbakhsh, Vice President
Mott MacDonald, LLC

Date: _____

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

ATTACHMENT A

SCOPE OF SERVICES

DRAFT Las Chollas Creek Bridge Assessment – Amendment 4

Scope of Work

June 16, 2021

Contents

1	SCOPE OF WORK	1
2	SCHEDULE	2
3	FEE	2
4	ASSUMPTIONS AND EXCLUSIONS	2
5	ATTACHMENT B – COST PROPOSAL	4

Las Chollas Creek Bridge Assessment

The scope of this Work Order Amendment is to support San Diego Metropolitan Transit System (MTS) with continued permitting support and additional construction support service of repairs and remediation of piles, pile caps, and abutments of the Las Chollas Creek Bridges. Periodic inspections of the bridge have shown a progressive deterioration of the bridge abutment and piles to a condition that requires intervention to preserve the structural condition of the bridge. Deterioration includes cracking and spalling to concrete members and scour and potential undermining of the creek bank abutment structures.

1 SCOPE OF WORK

MTS requested Mott MacDonald (MM) to provide the additional services to address the Coastal Commissions permit requirements and to provide monitoring and reporting as a requirement of the regulatory permits. MM will continue to subcontract with HELIX Environmental Planning for support of the regulatory permitting process and monitoring requirements.

Below is a summary of tasks completed to date and descriptions of the additional work for this amendment.

Task 1.1 - Bridge Repair Design Level Inspection and Data Collection (Complete)

Task 1.2 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Preliminary Design (Complete)

Task 2.0 Project Management and Coordination (On going)

Task 2.1 Regulatory Permitting Strategy (Complete)

Task 2.2 Regulatory Permitting Application Design Package 1 (Complete)

Task 2.3 Repair Package 1 Piles, Pile Caps, and Concrete Repairs Final Design (Complete)

Task 3.1 Repair Package 1 Bid Support (Complete)

Task 3.2 Repair Package 1 Construction Support (Ongoing)

Task 3.3 Repair Package 1 Construction Support (Ongoing)

Task 3.4 Repair Package 1 Construction Support (Site Visits, Ongoing)

Task 3.5 Repair Package 1 Coastal Commission Permit Support and Monitoring

The scope for this task includes the following:

- Monitoring during construction
- Consulting with Coastal Commission

Attend meetings as needed to address permit review comments. Develop figures to describe scope of work, access areas, and existing vegetation survey. Draft responses to Coastal Commission review comments and questions.

Prepare materials for and attend one Contractor Education meeting as required by the 401 Certification. In addition, conduct spot checks of the construction activities in or adjacent to jurisdictional waters as outlined in the 401 Certification. Helix has assumed up to 45 hours of monitoring and preparation of a monitoring final report. If additional time beyond 45 hours is needed for monitoring and reporting due to factors outside of Helix's control, a revised cost estimate will be submitted and the parties will negotiate an amendment in good faith.

Continue to coordinate with the project team and Coastal Commission of the response to comments in addition to preparing an impact map of the upland staging and access areas.

2 SCHEDULE

This Work Order assumes an NTP of 2/1/2020 and that construction will be complete within 16 weeks from the Contractor's notice of award.

3 FEE

Mott MacDonald proposes to complete the tasks described for the fees shown below on a time and materials, not-to-exceed amount of **\$37,957.31**. See Attachment B for a detailed breakdown of costs and subconsultant proposal.

4 ASSUMPTIONS AND EXCLUSIONS

Assumptions for Work

- Scope covers all current permit conditions to date and covers current applications to the Coastal Commission. Once the Coastal Commission has received and evaluated the potential impacts they will determine the required mitigation measures. The scope of work to support the required mitigation measure can be developed at a later date.
- Access to the site will be provided by MTS in a timely manner.
- Assumed up to 45 hours of monitoring and preparation of a monitoring final report based on Coastal Commission review comments. If additional time beyond 45 hours is needed for monitoring and reporting to meet Coastal Commission requirements, an augment will be submitted.

Exclusions

- Address potential conditions from the Coastal Commission as a result of the permit application and reports submitted to the Coastal Commission (e.g. this could include a vegetation plan or future mitigation). MM can provide a proposed scope if needed.

- Putting together a coastal development permit application, if required by the Coastal Commission. MM can provide a proposed scope if needed.
- Mitigation plans, if required by permitting agencies. MM can provide a proposed scope if needed.
- Legal surveys and other work associated with property acquisition, temporary easements.
- Traffic planning, engineering and preparation of traffic management plans, traffic control plans.
- Legal, financial, or other non-technical professional services except as required by Mott MacDonald to fulfill its obligations under the contract.
- Construction management or resident engineer services. MM can provide these services if needed and will provide a proposed scope if requested.
- Development of as-built drawings.

ATTACHMENT B

NEGOTIATED FEE PROPOSAL

Work Order Estimate Summary

Att. C, AI 8, 07/29/2021

MTS Doc. No. G1951.0-17

Work Order No. WOA1951-AE-58

Attachment: B

Work Order Title: LAS CHOLLAS CREEK BRIDGE REPAIR PROJECT -
PILES AND CONCRETE

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			\$37,957.31
2			

Totals = \$37,957.31

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

Item	TASKS/WBS	TASKS/WBS Description		Total Costs
1	Task 3.5	Regulatory Permit Monitoring During Construction	210.0	\$37,957.31
2	Task 3.6	Coastal Commission Permit Support		
3				
4				
5				
6				
7				
8				

Totals = 210.0 \$37,957.31

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Mott MacDonald	45.0	\$7,520.11
				Helix Environmental Planning	165.0	\$30,437.20

Totals = 210.0 \$37,957.31

Work Order Estimate
Summary

Att. C, AI 8, 07/29/2021

Total Hours =	45
Total Costs =	\$7,520.11

Consultant/Subconsultant: Mott MacDonald

MTS Doc. No.:	G1951.0-17
Work Order No.:	WOA1951-AE-58

Work Order Title: LAS CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Contract Manager	Senior Project Engineer - Rail and Transit	Engineer 4 (QA/QC)	Engineer 4 (Coastal)	Engineer 2 (Track)	Engineer 3 (Structural)	Senior Project Engineer - Rail / Systems	Senior CAD	Engineer 2 (Planner)	Accounting/ Admin	Total Hours	Totals
				\$ 295.87	\$ 187.18	\$ 122.27	\$ 150.17	\$ 96.16	\$ 104.16	\$ 235.49	\$ 143.93	\$ 96.16	\$ 87.55		
1	Task 3.5	Regulatory Permit Monitoring During Construction													
		Prep and Conduct Worker Education Training		1										1	\$295.87
		Construction monitoring / Report (Spot Checks)													
		Weston Benthic and Eelgrass Surveys													
		Develop Permit Gifures, Corrdination on Coastal CDP Insuance, and site visit to map upland areas	\$250.00	4	12	12					12		4	44	\$7,224.24
		Subtotals (Hours) =	N/A	5	12	12					12		4	45	\$7,520.11
		Subtotals (Costs) =	\$250.00	\$1,479.35	\$2,246.16	\$1,467.24					\$1,727.16		\$350.20	45	\$7,520.11
2	Task 3.6	Coastal Commission Permit Support													
		Subtotals (Hours) =	N/A												
		Subtotals (Costs) =													
		Totals (Summary) =													
		Total (Hours) =	N/A	5	12	12					12		4	45	
		Total (Costs) =		\$250.00	\$1,479.35	\$2,246.16	\$1,467.24				\$1,727.16		\$350.20		\$7,520.11
		Percentage of Total (Hours) =	N/A								27%		9%	100%	
		Percentage of Total (Costs) =		3%	20%	30%	20%				23%		5%		100%

Work Order Estimate Summary

Att. C, AI 8, 07/29/2021

Consultant/ Subconsultant: **Mott MacDonald**

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

Task Order No. **WOA1951-AE-58**

Work Order Title: **LAS CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 3.5		Task 3.6				Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service	Day	\$71.30										
2	Per Diem - site visit days	Day	\$71.00										
3	Airfare Round trip from Seattle	Each	\$250.00	1	\$250.00								
4	Hotel (per night per person)	Day	\$173.00										
5													
6													
7													
8													
9													
10													
Subtotal =					\$250.00	Subtotal =				Subtotal =			

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Taxi fare/ car service												
2	Per Diem - site visit days												
3	Airfare Round trip from Seattle											1	\$250.00
4	Hotel (per night per person)												
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Subtotal =	
												Totals =	\$250.00

Work Order Estimate
Summary

Att. C, AI 8, 07/29/2021

Consultant/Subconsultant: HELIX Environmental Planning

MTS Doc. No.: G1951.0-17
Work Order No.: WOA1951-AE-58

Total Hours =	165
Total Costs =	\$30,437.20

Work Order Title: LAS CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Principal	Principal Biologist	Sr. Environmental Specialist	Sr. GIS Specialist I	Technical Editor	Sr. Project Manager 1	Biologist 1					Total Hours	Totals	
				\$ 290.58	\$ 224.43	\$ 176.14	\$ 134.08	\$ 82.89	\$ 167.40	\$69.08							
1	Task 3.5	Coastal Commission Coordination and Surveys															
	Prep and conduct worker education training		\$287.50	1		8		8	12						29	\$4,659.12	
	Construction monitoring / report (spot checks)			4						44					48	\$4,201.84	
	Weston Benthic and Eelgrass surveys																
	Coordination on Coastal CDP issuance and site visit to map upland			44	32		12								88	\$21,576.24	
Subtotals (Hours) =				N/A	49	32	8	12	8	12	44				165	\$30,437.20	
Subtotals (Costs) =				\$287.50	\$14,238.42	\$7,181.76	\$1,409.12	\$1,608.96	\$663.12	\$2,008.80	\$3,039.52				165	\$30,437.20	
2	Task 3.6	Coastal Commission Permit Support															
Subtotals (Hours) =				N/A													
Subtotals (Costs) =																	
Totals (Summary) =																165	\$30,437.20
Total (Hours) =				N/A	49	32	8	12	8	12	44				165		
Total (Costs) =				\$287.50	\$14,238.42	\$7,181.76	\$1,409.12	\$1,608.96	\$663.12	\$2,008.80	\$3,039.52					\$30,437.20	
Percentage of Total (Hours) =				N/A	30%	19%	5%	7%	5%	7%	27%				100%		
Percentage of Total (Costs) =				1%	47%	24%	5%	5%	2%	7%	10%					100%	

Work Order Estimate Summary

Att. C, AI 8, 07/29/2021

Consultant/ Subconsultant: **HELIX Environmental Planning**

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

Task Order No. **WOA1951-AE-58**

Work Order Title: **LAS CHOLLAS CREEK BRIDGE REPAIR PROJECT - PILES AND CONCRETE**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 2.1		Task 2.2		Task 2.3		Task 3.5		Task 3.6	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage	Miles	\$0.575			500	\$287.50						
2	GPS	Ea	\$60.00										
3													
4													
5													
6													
7													
8													
9													
10													
Subtotal =						Subtotal = \$287.50		Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC Item	Description	Task 2.1		Task 2.2		Task 2.3		Task 3.5		Task 3.6		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	mileage											500	\$287.50
2	GPS												
3													
4													
5													
6													
7													
8													
9													
10													
Subtotal =				Subtotal =				Subtotal =				Totals = \$287.50	



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

July 29, 2021

Draft for
Executive Committee
Review Date: 07/15/2021

SUBJECT:

TRAIN NUMBER SIGNS, BRACKETS AND SUPPORT – SOLE SOURCE

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1593.0-21 (in substantially the same format as Attachment A), a Sole Source award to Woojin IS America, Inc. (Woojin), to provide train number signs, brackets and support, as further described in the Scope of Work (Attachment B) and Woojin Quote (Attachment C), in the amount of \$175,170.13.

Budget Impact

The total budget for this project shall not exceed \$175,170.13. This project is funded by MTS Capital Improvement Project (CIP) 2002002702 - SD100 Replacement Budget.

DISCUSSION:

In order to confidently and accurately match the real-time vehicle location data with the current trolley schedules, MTS needed the ability to retrieve and set the train number from each LRV (A and/or B cabs). This required MTS to replace the fleet train number signs with “smart” Wi-Fi train number signs.

In 2017, MTS entered into a pilot project with Woojin under PO # 4500013135 to manufacture, test and deliver a Next Train Arrival (NTA) system that provides accurate arrival times on the digital display signs located at trolley stations.

The pilot was successful. The Woojin signs were programmable, utilized Wi-Fi and had an application program interface (API) meaning they could communicate with the NTA system which enabled the ability to track, display, and manage train numbers signs for every consist.



In 2018, under MTS Doc. No. L1456.0-18, MTS engaged directly with Woojin to roll out the successful signs throughout the entire fleet, and later on the new Mid-Coast SD9 fleet under MTS Doc. No. L1483.0-19.

In order to stay consistent with the current fleet and meet NTA system requirements, MTS requires these number signs on the new SD10 fleet under this new agreement MTS Doc. No. L1593.0-21.

Considering that a substantial amount of work has already been done under the pilot and to the existing fleet, it is not expected that a separate competitive procurement will be of benefit to the agency. A separate solicitation can yield a different contractor that would be considerably more expensive due to the significant testing period needed by the successor to get familiar with MTS's needs and the concepts behind the project, and recreate new signs to replace the already successfully tested signs. Economy and efficiency further supports award to Woojin as a logical follow-on to the project. Lastly, Woojin has provided the attached sole source letter showing that they are the sole provider of these signs and support. There are no resellers. Staff therefore recommends award of the project to Woojin as a sole source as the most cost effective, efficient, and sustainable solution from a contractual, accountability and support perspective.

Staff has determined Woojin's quoted price cost to be fair and reasonable by a comparison to MTS's Independent Cost Estimate (ICE) which is based on its historical costs:

	Sub-Total	CA Sales Tax	Delivery Cost	Overall Total
MTS ICE	\$170,000.00	\$13,175.00	\$500.00	\$183,675.00
Woojin's Quote	\$160,250.70	\$12,419.43	\$2,500.00	\$175,170.13
Total difference between MTS ICE and Quote				\$8,504.87

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. L1593.0-21 (in substantially the same format as Attachment A), a Sole Source award to Woojin, to provide train number signs, brackets and support, as further described in the Scope of Work (Attachment B) and Woojin Quote (Attachment C), in the amount of \$175,170.13.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Standard Agreement MTS Doc. No. L1593.0-21
B. Scope of Work
C. Woojin Quote

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

**STANDARD AGREEMENT
 FOR
 MTS Doc No: L1593.0-21**

TRAIN NUMBER SIGNS, BRACKETS AND SUPPORT

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: Woojin IS America, Inc. Address: 5108 Azusa Canyon Rd.
Irwindale, CA 91706

Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: dohlee@wijsamerica.com

Telephone: (626) 386-0101

Authorized person to sign contracts Joseph Kim Vice President and COO
Name Title

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

The contract term is effective August 15, 2021. Delivery shall be no more than 6 months after issuance of the Notice to Proceed letter. Upon delivery of each sign, there is a 5-year warranty for support and repairs of each unit. The contract shall terminate February 28, 2026.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$175,170.13 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	WOOJIN IS AMERICA, INC.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, Office of General Counsel</u>	

SCOPE OF WORK

1. INTRODUCTION

Contractor shall provide the following items to MTS:

- A. Train Number Sign for SD10 LRVs: Quantity 90
- B. Install Bracket for Mid-Coast SD9 LRVs: Quantity 100

Delivery of all orders must be shipped in a timely manner. All orders must be delivered complete within 5 to 6 months (or better) after issuance of the Notice to Proceed (NTP), unless otherwise approved by MTS. Delivery is part of the consideration and must be adhered to as specified.

2. DELIVERY ADDRESS

Units will be delivered to the following address:

San Diego Trolley, Inc.
Attn: Jason McNeil
1341 Commercial Street, San Diego, CA 92113
Reference PO # (TBD)

3. WARRANTY & TECHNICAL SUPPORT

Contractor's costs include 5 years warranty and support.

Delivery is NTP+ 5 to 6 months. Upon delivery of each sign, there is a 5-year warranty for support and repairs of each unit.

When MTS finds a faulty unit, MTS will send the unit to the Contractor's Los Angeles office by going through the RMA process. The unit will be first reviewed at this office. If it's a simple repair, it will be done there; otherwise if not, will be sent to Contractor's Headquarters.

If the failure rate of the unit is 20% of the quantity in operation, Contractor will review the design and investigate the failures (whether it's hardware or software). If the design change is required, Contractor's personnel will visit MTS and perform a field modification on the entire fleet including spare parts. Work within 50 feet of railroad track is not expected as part of the services. However, should a field modification be required onsite at the MTS trolley yard, Contractor must obtain and provide MTS with railroad insurance coverage or provide a general liability policy with the standard railroad exclusionary language removed prior to entering MTS property. Contractor shall not enter the MTS yard without the appropriate railroad protective coverage.

A. RMA process

- i. Contact from MTS on an issue and completion of Woojin I.S. America (WISA) RMA form.
- ii. RMA number is provided to return the product with RMA number.
- iii. Initial troubleshooting and inspection is completed at WISA. Quality Control determines the next steps.
- iv. Repair at WISA or send to Headquarters for further inspection and testing.

- v. Once repaired or replaced, the item is returned to the customer with brief statement of repair or issue.

B. Return Address for RMA

Woojin IS America Inc
5108 Azusa Canyon Rd
Irwindale, CA 91706

C. Headquarters

Woojin Industrial Systems Co., Ltd.
613-6, Bangchuk-ri, Sari-myeon,
Goesan-gun, Chungcheongbuk-do
28046
South Korea

D. Failure Rate

- i. 20% of the quantity that is in operation.
- ii. Measured Duration: Contract Delivery Year (From delivery date+ 12 months).

E. Site Visit or Field Modification

- i. Contractor will visit MTS trolley yard or ride the MTS LRV depending on type of failure being investigated.
- ii. If there is a finding from the investigation, Contractor will discuss with MTS how to implement the modification.
- iii. In some instances, Contractor's personnel may visit MTS trolley yard and perform the modification in the vehicle at the yard. Or, this may be rotational such as:
 - a. Having MTS send some portion of products to the Woojin office.
 - b. Implement the modification on that portion and return it the customer.
 - c. Repeat this process for the rest of the products.

4. DELIVERY AND ACCEPTANCE

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

5. INVOICES & PAYMENT

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

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

San Diego MTS**Smart Run Number Sign Rev2.2**

Proposal prepared for:

Jason McNeil

Business Systems Analyst

San Diego Metropolitan Transit System

1255 Imperial Avenue, Suite 1000

San Diego, CA 92101

+1 619-744-5940

Prepared by:

Joseph Kim

Vice President and COO

Woojin I.S. America, Inc

5108 Azusa Canyon Rd

Irwindale, CA 91706

+1 626-386-0101

WOOJIN I.S. AMERICA, INC.**6/11/2021****1) Smart Run Number Sign**

No.	Items	Quantity	Unit Price (USD)	Total Amount (USD)
1	RNS 10Key Wifi	90	1,707.23	153,650.70
2	Install Bracket	100	66.00	6,600.00
3	Freight Cost	1	2,500.00	2,500.00
TOTAL				162,750.70

+ \$12,419.43
(Sales Tax)

*Sales Tax not included

** 5-year warranty is included

*** Lead Time 16 Weeks

= \$175,170.13
(Contract Total)



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

Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

**Draft for
Executive Committee
Review Date: 07/15/2021**

SUBJECT:

PROVISION OF HPE CONFIGURE TO ORDER (CTO) SERVERS AND SUPPORT FOR CLOSED-CIRCUIT TELEVISION (CCTV) VIDEO STORAGE OF SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) SERVER REFRESH AND MID-COAST TROLLEY EXTENSION PROJECT- PURCHASE ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute a Purchase Order to Nth Generation Computing Inc. for the provision of HPE CTO Servers and ongoing support services for CCTV Video Storage of MTS Server Refresh and Mid-Coast Trolley Extension Project in the amount of \$123,126.10.

Budget Impact

The total budget for this project shall not exceed \$123,126.10 (inclusive of CA 7.75% Sales Tax). This project is funded by the Information Technology (IT) Operating Budget 661010-571250 for ongoing maintenance support and Capital Improvement Program (CIP) 1007100501 and 2002010601 for the one-time purchase of the hardware, initial install and support of initial set-up.

Description	Subtotal
Hardware, Initial Install and Set-up, Shipping & Sales Tax	\$87,244.10
Maintenance Support	\$35,882.00
Grand Total:	\$123,126.10



DISCUSSION:

MTS is refreshing its current CCTV servers and purchasing back-up servers for Mid-Coast. It is critical to refresh the CCTV servers as MTS Security relies heavily on these systems to monitor trolley stations and provide additional support during security incidents. The CCTV servers provide MTS staff with the capability to view and download footage, allowing MTS to work closely with the local Law Enforcement. This CCTV server refresh will take place at seven (7) Trolley stations.

On May 7, 2021, MTS issued an Invitation for Bid (IFB) to procure seven (7) HPE CTO Servers for the Video Storage of MTS Refresh and Mid-Coast Project. The servers were to include a 60-month support license with call center troubleshooting. Four (4) bids were received on the due date of May 28, 2021. The apparent lowest bidder OSI Hardware Inc. provided an HPE Solid State Drive (SSD) and Tech Care Essential Support bid that was not compatible or compliant with the required HPE CTO Servers and was deemed not responsive. Therefore, that bid was not considered.

The remaining responsive and responsible bids had the following total amounts, including delivery charges and CA sales tax:

Proposer Name	Overall Total Amount
NTH GENERATION COMPUTING INC.	\$123,126.10
DATEL SYSTEM INC.	\$135,268.72
HOWARD INDUSTRIES INC.	\$141,853.95
<i>MTS Independent Cost Estimate (ICE)</i>	<i>\$91,831.00</i>

MTS staff has deemed Nth Generation Computing Inc. the lowest responsive and responsible bidder and the bid submitted has been determined to be fair and reasonable by comparison of bids received and MTS's ICE.

Therefore, staff recommends that the MTS Board authorize the CEO to execute a Purchase Order to Nth Generation Computing Inc. for provision HPE CTO Servers and ongoing support services for CCTV Video Storage of MTS Server Refresh and Mid-Coast Trolley Extension Project in the amount of \$123,126.10.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. Nth Generation Computing Inc. Bid Price Form

NTH GENERATION				
ITEM#	PRODUCT DESCRIPTION	QTY	UNIT PRICE (USD)	EXTENDED PRICE (USD)
1	HPE ProLiant DL380 Gen10 12LFF NC Configure-to-order Server	4	\$ 1,126.00	\$ 4,504.00
2	HPE DL380 G10 CTO Mod-X 12LFF WO NIC	4	\$ -	\$ -
3	Intel Xeon-Silver 4210R (2.4GHz/10-core/100W) FIO Processor Kit for HPE ProLiant DL380 Gen10	4	\$ 653.00	\$ 2,612.00
4	HPE 16GB (1x16GB) Single Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	8	\$ 370.00	\$ 2,960.00
5	Factory Integrated	8	\$ -	\$ -
6	SAS/SATA Kit	4	\$ 156.00	\$ 624.00
7	Factory Integrated	4	\$ -	\$ -
8	HPE 960GB SATA 6G Read Intensive SFF SC Multi Vendor SSD	8	\$ 269.00	\$ 2,152.00
9	Factory Integrated	8	\$ -	\$ -
10	HPE 8TB SAS 12G Midline 7.2K LFF (3.5in) SC 1yr Wty 512e Digitally Signed Firmware HDD	36	\$ 641.00	\$ 23,076.00
11	Factory Integrated	36	\$ -	\$ -
12	NVIDIA Quadro P2200 Graphics Accelerator for HPE	4	\$ 550.00	\$ 2,200.00
13	Factory Integrated	4	\$ -	\$ -
14	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	4	\$ 70.00	\$ 280.00
15	Factory Integrated	4	\$ -	\$ -
16	HPE Smart Array P816i-a SR Gen10 (16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller	4	\$ 643.00	\$ 2,572.00
17	Factory Integrated	4	\$ -	\$ -
18	HPE Ethernet 1Gb 4-port FLR-T BCM5719 Adapter	4	\$ 181.00	\$ 724.00
19	Factory Integrated	4	\$ -	\$ -
20	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	8	\$ 194.00	\$ 1,552.00
21	Factory Integrated	8	\$ -	\$ -
22	HPE OneView for ProLiant DL Server including 3yr 24x7 Support FIO Bundle Physical 1-server LTU	4	\$ 536.00	\$ 2,144.00
23	HPE Gen10 2U Bezel Kit	4	\$ 55.00	\$ 220.00
24	Factory Integrated	4	\$ -	\$ -
25	HPE 2U Large Form Factor Easy Install Rail Kit	4	\$ 65.00	\$ 260.00
26	Factory Integrated	4	\$ -	\$ -
27	HPE DL380 Gen10 High Performance Heat Sink Kit	4	\$ 97.00	\$ 388.00
28	Factory Integrated	4	\$ -	\$ -
29	HPE 5Y Tech Care Essential	1	\$ -	\$ -
30	HPE One View w/Ilo Support	4	\$ 168.00	\$ 672.00
31	HPE DL38x Gen10 Support	4	\$ 4,958.00	\$ 19,832.00
			Subtotal:	\$ 66,772.00

ITEM#	PRODUCT DESCRIPTION	QTY	UNIT PRICE (USD)	EXTENDED PRICE (USD)
1	HPE ProLiant DL380 Gen10 12LFF NC Configure-to-order Server	3	\$ 1,126.00	\$ 3,378.00
2	HPE DL380 G10 CTO Mod-X 12LFF WO NIC	3	\$ -	\$ -
3	Intel Xeon-Silver 4210R (2.4GHz/10-core/100W) FIO Processor Kit for HPE ProLiant DL380 Gen10	3	\$ 653.00	\$ 1,959.00
4	HPE 16GB (1x16GB) Single Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	6	\$ 370.00	\$ 2,220.00
5	Factory Integrated	6	\$ -	\$ -
6	HPE DL38X Gen10 2SFF Premium HDD Front NVMe or Front/Rear SAS/SATA Kit	3	\$ 156.00	\$ 468.00
7	Factory Integrated	3	\$ -	\$ -
8	HPE 960GB SATA 6G Read Intensive SFF SC Multi Vendor SSD	6	\$ 269.00	\$ 1,614.00
9	Factory Integrated	6	\$ -	\$ -
10	HPE 8TB SAS 12G Midline 7.2K LFF (3.5in) SC 1yr Wty 512e Digitally Signed Firmware HDD	27	\$ 641.00	\$ 17,307.00
11	Factory Integrated	27	\$ -	\$ -
12	NVIDIA Quadro P2200 Graphics Accelerator for HPE	3	\$ 550.00	\$ 1,650.00
13	Factory Integrated	3	\$ -	\$ -
14	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	3	\$ 70.00	\$ 210.00
15	Factory Integrated	3	\$ -	\$ -
16	HPE Smart Array P816i-a SR Gen10 (16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller	3	\$ 643.00	\$ 1,929.00
17	Factory Integrated	3	\$ -	\$ -
18	HPE Ethernet 1Gb 4-port FLR-T BCM5719 Adapter	3	\$ 181.00	\$ 543.00
19	Factory Integrated	3	\$ -	\$ -
20	HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	6	\$ 194.00	\$ 1,164.00
21	Factory Integrated	6	\$ -	\$ -
22	HPE OneView for ProLiant DL Server including 3yr 24x7 Support FIO Bundle Physical 1-server LTU	3	\$ 536.00	\$ 1,608.00
23	HPE Gen10 2U Bezel Kit	3	\$ 55.00	\$ 165.00
24	Factory Integrated	3	\$ -	\$ -
25	HPE 2U Large Form Factor Easy Install Rail Kit	3	\$ 65.00	\$ 195.00
26	Factory Integrated	3	\$ -	\$ -
27	HPE DL380 Gen10 High Performance Heat Sink Kit	3	\$ 97.00	\$ 291.00
28	Factory Integrated	3	\$ -	\$ -
29	HPE 5Y Tech Care Essential	1	\$ -	\$ -
30	HPE One View w/lo Support	3	\$ 168.00	\$ 504.00
31	HPE DL38x Gen10 Support	3	\$ 4,958.00	\$ 14,874.00
			Subtotal:	\$ 50,079.00

San Diego, California Sales Tax (7.75%) for Taxable line items only:	\$ 6,275.10
Freight Charges/ Shipping FOB specified destination (No Charge):	\$ -
GRAND TOTAL (Basis of Award):	\$ 123,126.10



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

Draft for
Executive Committee
Review Date: 07/15/2021

SUBJECT:

BLUE LINE RAIL PLUG INSTALL - 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. MTSJOC269-12 (in substantially the same format as Attachment A), under MTS Doc. No. PWG269.0-19, with Herzog Contracting Corp. (Herzog), in the amount of \$95,897.59, and a 10% contingency in the amount of \$9,589.76, for a total amount of \$105,487.35 for the provision of services, materials and equipment for the installation of rail plugs at six locations along the Blue Line right-of-way.

Budget Impact

The total budget for this project shall not exceed \$105,487.35. 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 \$1,687.80. This project is funded by the Track 370016-571142.

DISCUSSION:

MTS has identified six locations along the Blue Line with rail defects, which is impacting MTS operations due to numerous slow orders on the system. The purpose of this project is to repair the rail by installing new rail plugs at these six locations. This work is necessary to ensure safe and efficient trolley service for MTS patrons and operators.

On March 12, 2019, MTS issued an Invitation for Bids (IFB) seeking a contractor to 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 work order was reviewed and determined to be fair and reasonable. Herzog will be providing all materials, labor, equipment necessary to complete the project. The work is scheduled to be completed within 30 days of notice to proceed.

Therefore, staff recommends that the MTS Board authorize the CEO to execute Work Order No. MTSJOC269-12, (in substantially the same format as Attachment A), under MTS Doc. No. PWG269.0-19, with Herzog, in the amount of \$95,897.59, and a 10% contingency in the amount of \$9,589.76, for a total amount of \$105,487.35 for the provision of services, materials and equipment for the installation of rail plugs at six locations along the Blue Line right-of-way.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Job Order Contract MTSJOC269-12, MTS Doc No. PWG269.0-19

JOB ORDER CONTRACT
WORK ORDER

CONTRACT NUMBER

PWG269.0-19

MTSJOC269-12
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: Herzog Contracting Corp. Address: 3760 Kilroy Airport Way Suite 120

Form of Business: Corporation Long Beach, CA 90806
(Corporation, partnership, sole proprietor, etc.)

Telephone: 562.426.4425

Authorized person to sign contracts: Clint Larison Senior Vice 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 \$95,897.59

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

EXHIBIT A (Scope of Work)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att. A, AI 11, 07/29/2021



Detailed Scope of Work/Request for Proposal

Date: 6/6/2021

Job Order Contracting

To:

From:

Cesar Garcia
Contractor Project Engineer
Herzog Contracting Corp.
3670 Kilroy Airport Way
Long Beach, CA 90806

Gabriel McKee
Project Manager
San Diego Metropolitan Transit System
1255 Imperial Ave, Suite 900
San Diego, CA 92101

Contract No: PWG275.0-19
Job Order No: MTSJOC269-12
Job Order Title: BL Rail Plug Install
Location: Blue Line right-of-way

Brief Scope: This job order is for the installation of rail plugs and/or welds at six (6) EA locations on the Blue Line right-of-way.

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 installation of rail plugs and/or welds at six (6) EA locations on the Blue Line right-of-way.

The Contractor Shall:

- East Park/West Park – Install a 20-ft rail plug on the eastbound track, outside rail, and no distressing.
- Mile Post 13.5 – Install a 60-ft rail plug on the westbound track, inside rail, and distress 200-ft each direction.
- South of Beyer Bridge – Install a 40-ft plug on the eastbound track, outside rail, and no distressing.
- Mile Post 6.25 – Install a 40-ft plug on the westbound track, inside rail, and distress 100-ft one direction and 300-ft the other direction.
- Near Mile Post 4.75 – Install a 40-ft plug on the eastbound track, outside rail, and distress 200-ft each direction.
- Switch 25A – Weld the existing joint at the turnout with 119/115 wide weld kit.

Owner Furnished Materials

- MTS to provide all rail necessary for rail plugs located between J St and L St on the Blue Line.

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:

Weekday non-revenue service will be from approximately 1:30 AM to 4:15 AM
Contract Schedule:

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

Gabriel McKee

Gabriel McKee, Owner Project Manager

6/6/2021

Date

EXHIBIT B (Cost Breakdown)



Contractor Price Proposal Detail
By Division Report
Version: 1.3

JOC Name (Contractor): Herzog Contracting Corp
Contract Name: 2019 - RR Construction - Herzog - Option 1
Contract Number: PWG269.0-19
Job Order Number: MTSJOC269-12
Job Order Title: BL Rail Plug Installation
Location: Blue Line ROW
Cost Proposal Date: June 30, 2021
Proposal Value: \$95,897.59

Division		NPP Item	Division Totals
01	General Requirements	\$0.00	\$68,866.65
02	Existing Conditions	\$0.00	\$2,018.60
34	Transportation	\$0.00	\$25,012.34
Proposal Total:			\$95,897.59
The Percentage of Non Pre-Priced on this Proposal:			0.00%



Contractor Price Proposal Detail

By Division Report

Version: 1.3

JOC Name (Contractor): Herzog Contracting Corp
Contract Name: 2019 - RR Construction - Herzog - Option 1
Contract Number: PWG269.0-19
Job Order Number MTSJOC269-12
Job Order Title BL Rail Plug Installation
Location: Blue Line ROW
Cost Proposal Date: June 30, 2021
Proposal Value: \$95,897.59

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
01 General Requirements							
1	012220000014		HR	Equipment Operator, Medium (Bulldozer)			
	Accepted				Quantity	x	Unit Price
					x	Factor	=
							LineTotal
		Installation	HR		88.00	x	\$90.08
						x	1.1296
							=
							\$8,954.38
							\$8,954.38
	User Note: **speed swing operator (10) EA days + additional day to help with rail move**						
	Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.						
	Owner Comments:						
	Contractor Comments:						
2	012220000015		HR	Equipment Operator, Light (Backhoe, Skid-Steer Loader)			
	Added				Quantity	x	Unit Price
					x	Factor	=
							LineTotal
		Installation	HR		48.00	x	\$89.65
						x	1.1296
							=
							\$4,860.89
							\$4,860.89
	User Note:						
	Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.						
	Owner Comments:						
	Contractor Comments: V:1.3-**to help operate rail heater and vibrator for (6) days due to lack of labor included in those items**						
3	012220000076		HR	Escort Vehicle With Driver			
	Accepted				Quantity	x	Unit Price
					x	Factor	=
							LineTotal
		Installation	HR		8.00	x	\$76.65
						x	1.1296
							=
							\$692.67
							\$692.67
	User Note: **to help with rail move**						
	Item Note:						
	Owner Comments:						
	Contractor Comments:						



Contractor Price Proposal Detail

By Division Report

Version: 1.3

4	012223000650	DAY	4 x 1,000 Watt Floodlights, 30' Telescoping Tower, Diesel Power Trailer Mounted Light Tower							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	DAY		10.00	x	\$151.58	x	1.1296	=	\$1,712.25
										<u>\$1,712.25</u>

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

5	012223001283	DAY	1-1/2 Ton Capacity, 8' To 10' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	DAY		10.00	x	\$823.74	x	1.1296	=	\$9,304.97
										\$9,304.97

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

6	012223001303	DAY	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	DAY		10.00	x	\$832.68	x	1.1296	=	\$9,405.95
										\$9,405.95

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

7	012223001351	DAY	Highrail Truck With Crane And Full-time Driver							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	DAY		11.00	x	\$705.16	x	1.1296	=	\$8,762.04
										\$8,762.04

User Note: **In lieu of prentice loader + additional day to help with rail move****Item Note:****Owner Comments:****Contractor Comments:**



Contractor Price Proposal Detail

By Division Report

Version: 1.3

8 012223001363 DAY Speedswing Loader

Accepted

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation DAY	11.00	x	\$336.23	x	1.1296	=	\$4,177.86
							\$4,177.86

User Note: **additional day to help with rail move**

Item Note:

Owner Comments:

Contractor Comments:

9 012223001375 DAY Tamper MK1

Modified

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation DAY	6.00	x	\$491.42	x	1.1296	=	\$3,330.65
							\$3,330.65

User Note: **In lieu of rail vibrator**

Item Note:

Owner Comments: V:1.2-Destressing occurs at 3 total locations.

Contractor Comments: V:1.3-(2) days of destressing per each location requiring destressing

10 012223001378 DAY Tamper Mk2

Modified

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation DAY	6.00	x	\$750.06	x	1.1296	=	\$5,083.61
							\$5,083.61

User Note: **in lieu of rail heater**

Item Note:

Owner Comments: V:1.2-Destressing occurs at 3 total locations.

Contractor Comments: V:1.3-(2) days of destressing per each location requiring destressing

11 012223001420 DAY Rail Puller/Tensioner

Modified

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation DAY	6.00	x	\$38.80	x	1.1296	=	\$262.97
							\$262.97

User Note: (2) EA for 10 days

Item Note:

Owner Comments: V:1.2-Destressing is only occurring at 3 total locations.

Contractor Comments: V:1.3-(2) days of destressing per each location requiring destressing



Contractor Price Proposal Detail

By Division Report

Version: 1.3

12 012223001447 DAY Spike Puller, Small

Modified

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation DAY	10.00	x	\$45.26	x	1.1296	=	\$511.26
							\$511.26

User Note:**Item Note:****Owner Comments:** V:1.2-Destressing is only occuring at 3 total locations.**Contractor Comments:**

13 015219000003 MO Portable Chemical Toilet

Accepted

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation MO	1.00	x	\$165.00	x	1.1296	=	\$186.38
							\$186.38

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

14 015219000003 0003 MO For Each Additional Servicing Per Unit Per Week, Add

Accepted

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation MO	1.00	x	\$25.00	x	1.1296	=	\$28.24
							\$28.24

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

15 015219000003 0004 MO For Delivery, Add

Accepted

	Quantity	x	Unit Price	x	Factor	=	LineTotal
Installation MO	1.00	x	\$25.00	x	1.1296	=	\$28.24
							\$28.24

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



Contractor Price Proposal Detail

By Division Report

Version: 1.3

16	017113000004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed						
	Modified		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA	8.00	x	\$734.34	x	1.1296	=	\$6,636.08
									\$6,636.08

User Note: **In lieu of mobilization for Speed Swing from Chino Equipment Yard + moving to each different location per night/as needed)**

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.

Owner Comments: V:1.2-Multiple mobilizations should not be included if work takes place over multiple nights.

Contractor Comments: V:1.3-**corrected to speed swing mobilization**

17	017113000004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed						
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA	1.00	x	\$734.34	x	1.1296	=	\$829.51
									\$829.51

User Note: **In lieu of mobilization for Prentice Loader from Chino Equipment Yard**

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.

Owner Comments:

Contractor Comments:

18	017113000004	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed						
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA	1.00	x	\$734.34	x	1.1296	=	\$829.51
									\$829.51

User Note: **In lieu of mobilization for Welding Van from Chino Equipment Yard**

Item Note: Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.

Owner Comments:

Contractor Comments:



Contractor Price Proposal Detail

By Division Report

Version: 1.3

19	017113000005	MI	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' Bed							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	MI		110.00	x	\$8.77	x	1.1296	=	\$1,089.73
										\$1,089.73

User Note: **speed swing mobilization from Chino Equipment Yard**

Item Note: Excludes first 25 miles.

Owner Comments:

Contractor Comments:

20	017113000005	MI	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' Bed							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	MI		110.00	x	\$8.77	x	1.1296	=	\$1,089.73
										\$1,089.73

User Note: **Prentice Loader mobilization from Chino Equipment Yard**

Item Note: Excludes first 25 miles.

Owner Comments:

Contractor Comments:

21	017113000005	MI	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' Bed						
	Accepted								
			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	MI	110.00	x	\$8.77	x	1.1296	=	\$1,089.73
									\$1,089.73

User Note: **Welding Van mobilization from Chino Equipment Yard**

Item Note: Excludes first 25 miles.

Owner Comments:

Contractor Comments:



Contractor Price Proposal Detail
By Division Report
Version: 1.3

Record #	CSI Number	MOD	UOM	Description	Unit Price			Factor		Total
02 Existing Conditions										
22	029050000189		DAY	Small Tools - Tool Box						
	Accepted				Quantity	x	Unit Price	x	Factor	= LineTotal
		Installation	DAY		10.00	x	\$32.33	x	1.1296	= \$365.20
										\$365.20
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
23	029050000198		DAY	Vehicle, 16' Or 24' Box Truck (Inclusive Of Mileage)						
	Accepted				Quantity	x	Unit Price	x	Factor	= LineTotal
		Installation	DAY		10.00	x	\$146.37	x	1.1296	= \$1,653.40
										\$1,653.40
User Note: **in lieu of welding van**										
Item Note:										
Owner Comments:										
Contractor Comments:										



Contractor Price Proposal Detail

By Division Report

Version: 1.3

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total		
34 Transportation											
24	341113230003		EA	Field Welding Kit							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		11.00	x	\$762.12	x	1.1296	=	\$9,469.80
											\$9,469.80
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											
25	341113230004		EA	Field Weld Testing							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		11.00	x	\$68.32	x	1.1296	=	\$848.92
											\$848.92
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											
26	341113230007		EA	Furnish And Install Compromise Joint All Rail Size Combinations							
	Modified				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		3.00	x	\$223.27	x	1.1296	=	\$756.62
											\$756.62
				Materials Excluded							
	User Note:	**for temporary rail joints in distressing the (3) EA locations**									
	Item Note:	Note: Includes bars, bolts, spring washers and nuts									
	Owner Comments:	V:1.2-MTS to provide temporary joint bars as needed.									
	Contractor Comments:	V:1.3-removed material cost due to MTS providing the joints									
27	341113230031		LF	Install Owner Furnished 115 LB Rail							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF		200.00	x	\$13.83	x	1.1296	=	\$3,124.47
											\$3,124.47
User Note:											
	Item Note:	Includes reuse of existing plates. Excludes ballast and ties.									
Owner Comments:											
Contractor Comments:											

28 341113230064 LF Remove And Dispose/Recycle Of Existing Rail

Accepted

			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	LF	200.00	x	\$2.44	x	1.1296	=	\$551.24
									\$551.24

User Note:

Item Note: Note: Includes rails, plates and spikes/clips.

Owner Comments:

Contractor Comments:

29 341193000006 EA Pandrol E-Clip, Galv.

Accepted

			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA	400.00	x	\$22.71	x	1.1296	=	\$10,261.29
									\$10,261.29

Materials Excluded

User Note: ** for removal and reinstall of approx. 400 EA E-Clips on: South of Beyer & Mile Post 6.25 (Bridge)**

Item Note:

Owner Comments:

Contractor Comments:

Total: \$95,897.59

Proposal Total: \$95,897.59

The Percentage of Non Pre-Priced on this Proposal: 0.00%

Contractor Project Manager
Herzog Contracting Corp

Date

EXHIBIT C

(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 7/1/2021

Job Order Contracting

Contract #: PWG269.0-19
Job Order #: MTSJOC269-12
Job Order Title: BL Rail Plug Installation
Location: Blue Line ROW
Contractor: Herzog Contracting Corp
Subcontractor:

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
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1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

July 29, 2021

Draft for
Executive Committee
Review Date: 07/15/2021

SUBJECT:

KEARNY MESA DIVISION (KMD) ZERO EMISSION BUS (ZEB) TRAINING
CLASSROOM – 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 MTSJOC324-03 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABC General Contractor, Inc. (ABCGC), in the amount of \$132,136.13, for construction of a ZEB training classroom at KMD.

Budget Impact

The total budget for this project shall not exceed \$132,136.13. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$2,325.60. This project is funded by MTS Capital Improvement Project (CIP) 1001105501 – KMD ZEB Training Classroom, which is part of the ZEB Pilot Program.

DISCUSSION:

With the introduction of the zero-emission bus fleet as part of the ZEB pilot program, there is additional training required to meet the needs of maintaining the new buses. This training will provide mechanics the skills and tools necessary to properly and safely service and repair the electrical systems and components on the buses. As part of the training process, new ZEB equipment, components and personal protection equipment (PPE) are used for instructional purposes, which is a separate training process than standard Compressed Natural Gas (CNG) buses. This additional classroom training and physical equipment used for instructional purposes is currently placing a strain on the already constricted existing training classroom at KMD. The existing training classroom at KMD is about 460 square feet and is undersized to adequately meet the increased demand for training mechanics and servicers for both CNG and ZEB operations, while storing physical training equipment.



This project consists of rehabilitating a 900 square foot storage room at KMD into a distinct ZEB training classroom. The work includes constructing a new closet for storing ZEB training equipment as well as new flooring, paint, a suitable HVAC system, and new power and data outlets on the floors and walls so as to create a suitable and comfortable training space.

On October 6, 2020, MTS issued an Invitation for Bids (IFB) seeking a contractor to provide JOC building and facilities construction services that primarily consists of repair, remodeling, or other repetitive work, and general building and facility contracting services. These services include, but are not limited to, demolition, maintenance, and modification of existing buildings and facilities, as well as any required incidental professional and technical services.

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

The JOC program includes a 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.

Nine (9) bids were received and MTS determined that ABC was the lowest responsive and responsible bidder. On December 10, 2020, the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABC for General Building Construction Services.

On May 1, 2021, MTS granted an assignment of the existing contract from ABC to ABCGC to perform requisite construction services through the JOC program.

Today's proposed action would issue a work order to ABCGC under this JOC master agreement. Pricing for this repair work order was reviewed and determined to be fair and reasonable. ABCGC will be providing all materials, labor, and equipment for the training classroom construction. Work is expected to be completed by October 2021.

Therefore, staff recommends that the MTS Board authorize the CEO to execute Work Order MTSJOC324-03 under JOC to MTS Doc. No. PWG324.0-21 with ABCGC, in the amount of \$132,136.13, for creating a ZEB training classroom at KMD.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order Contract MTSJOC324-03, MTS Doc No. PWG324.0-21

JOB ORDER CONTRACT
WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-03
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: ABC General Contractor, Inc. Address: 3120 National Avenue

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

Telephone: (619) 247-7113

Authorized person to sign contracts: Kenneth Czubernat President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG324.0-21), 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 \$132,136.13

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

ABC GENERAL CONTRACTOR, INC.

By: _____
Sharon Cooney, Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
Signature

By: _____
Karen Landers, General Counsel

Title: _____

EXHIBIT A (Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Final Scope of Work

Date: 6/29/2021

Job Order Contracting

To:

From:

Contract No: PWG324.0-21
Job Order No: MTSJOC324-03
Job Order Title: KMD ZEB Training Room
Location: KMD Maintenance Building
4630 Ruffner Street
San Diego, CA 92111

Brief Scope of Work: Remodel of storage room into training classroom for ZEB training.

Eli Belknap, Manager of Capital Projects

Date

SECTION 7- SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 7-1 GENERAL

Within the Kearny Mesa Division ("KMD"), there is a training room for the servicers, but it is insufficiently sized and does not provide enough room for the growing need for training related to training on the new zero emission buses ("ZEB"). This project generally consists of the remodeling a storage room into a ZEB training classroom.

All work is to occur within the maintenance building at KMD located at 4630 Ruffner Road, San Diego 92111.

SECTION 7-2 STAGING

Contractor is to keep and store all materials and equipment within the work area as possible. Any further staging would have to be coordinated with the MTS Project Manager. There may be some available space adjacent to the work area. All property stored onsite is the responsibility of the contractor and MTS shall not be held liable for any and all equipment, material, tools, etc.

SECTION 7-3 TEMP FACILITIES

The contractor is to provide their own temporary restrooms and wash facilities as needed., but may use the adjacent facilities in the building. Contractor is responsible for temp power and water if there is not a close or local source.

SECTION 7-4 SAFETY AND ACCESS

Diligent caution must be taken during the undertaking of this work. All work will occur within the building on the second floor. Key personnel will be granted badges for access. Only vehicles necessary for the performance of the work shall be parked within the lot adjacent to the work. All other parking can be on Engineer Rd.

SECTION 7-5 WASTE

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

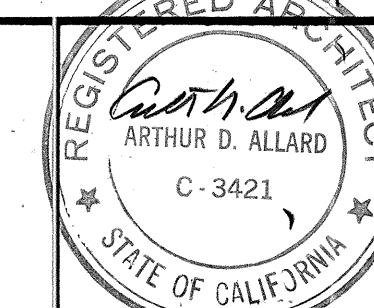
SECTION 7-6 SCHEDULE AND SEQUENCING

All work shall be completed within sixty (60) calendar days from issuance of Notice to Proceed. It is assumed there will be some lead time for some items, which is included in the duration. The work shall commence once all material is available and the work can proceed without stoppages. Contractor is to provide a schedule for the work.

SECTION 7-7 ZEB TRAINING CLASSROOM

The work consists of converting the storage room into a suitable training room consisting of the following general requirements that the contractor is to perform:

1. Finishes/framing
 - a. Frame and finish new wall w/ sound attenuating gyp board, location to be verified on site.
 - b. Seal existing openings where sound is coming through existing walls from other areas in the facility as well as locations along the top of newly built wall.
 - c. Repair/prep/paint all existing and new walls.
 - d. Demo existing flooring and base.
 - e. Provide and install new resilient flooring and base.
 - f. Provide and install new set of double doors/frame w/ all associated hardware (closers and lock/latch sets). New latch sets to be non-locking storeroom/passage function.
 - g. Provide and install new louvers into existing double doors.
 - h. Prep/prime/paint all doors/frames.
 - i. Coordinate with access control to retrofit existing doors for new access control.
 - j. Slot patch where floor will be cut for installation of electrical boxes
2. Electrical
 - a. Move existing electrical to allow for new wall to land center of concrete column where existing electrical is located. New location to be verified on site.
 - b. Demo 9 existing ceiling lights.
 - c. Provide and install 9 new LED fixtures. New fixtures should be 0-10 dimming.
 - d. Provide and install new double wall switch to control 2 zones of lighting.
 - e. Demo existing occupancy sensor.
 - f. Provide and install new occupancy sensor.
 - g. Provide and install 9 new heavy duty floor boxes for comm & power. Location to be verified by client.
 - h. Provide and install surface mounted wiremold.
 - i. Provide and install 6 new comm & power outlets. Location to be verified by client.
 - j. Provide and install TV power outlet in wall as well as run HDMI from tv to wall outlet.
 - k. Provide power to new split unit location to be verified on site.
3. HVAC
 - a. Demo and cap existing HVAC square duct.
 - b. Insulate existing round exhaust duct.
 - c. Provide and install new split unit.
4. Access control.
 - a. Provide and install new card reader on existing doors.
 - b. Coordinate with door sub for installation of new access control hardware in existing doors/frames.



Date: 8/1/85 CHK: 2/8/85

DeLUW, CATHY & COMPANY
ENGINEERS AND PLANNERS
120 Howard Street, P.O. Box 3821
San Francisco, California 94119 415-495-6000
JAYKIM ENGINEERS, INC.
8805 Balboa Ave. Suite D, San Diego, Ca. 92123 619-292-8816
sgpa
MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTURE
PLANNING AND ARCHITECTURE
SAN DIEGO, CALIFORNIA 92101 (619) 591-9101

SAN DIEGO TRANSIT CORPORATION
KEARNY MESA DIVISION
U.S. DEPARTMENT OF TRANSPORTATION
U.M.T.A. PROJECT NO. CA-03-0086-2
San Diego Transit

Sheet Title: **BLDG. 100 - FLOOR PLAN (EAST) SECOND LEVEL**
Sheet No.: **A104**
Metropolitan Transit Development Board
600 C Street, Suite 400 San Diego, California 92101 231-5466

DATE REASON

4/24/85 PC NO2

8/1/85 PC NO2

DWG. NO. 34-P

CITY OF SAN DIEGO, CALIFORNIA

ENGINEERING DEPARTMENT

SHEET OF SHEETS

CITY ENGINEER DATE

DESCRIPTION BY APPROVED DATE FILMED

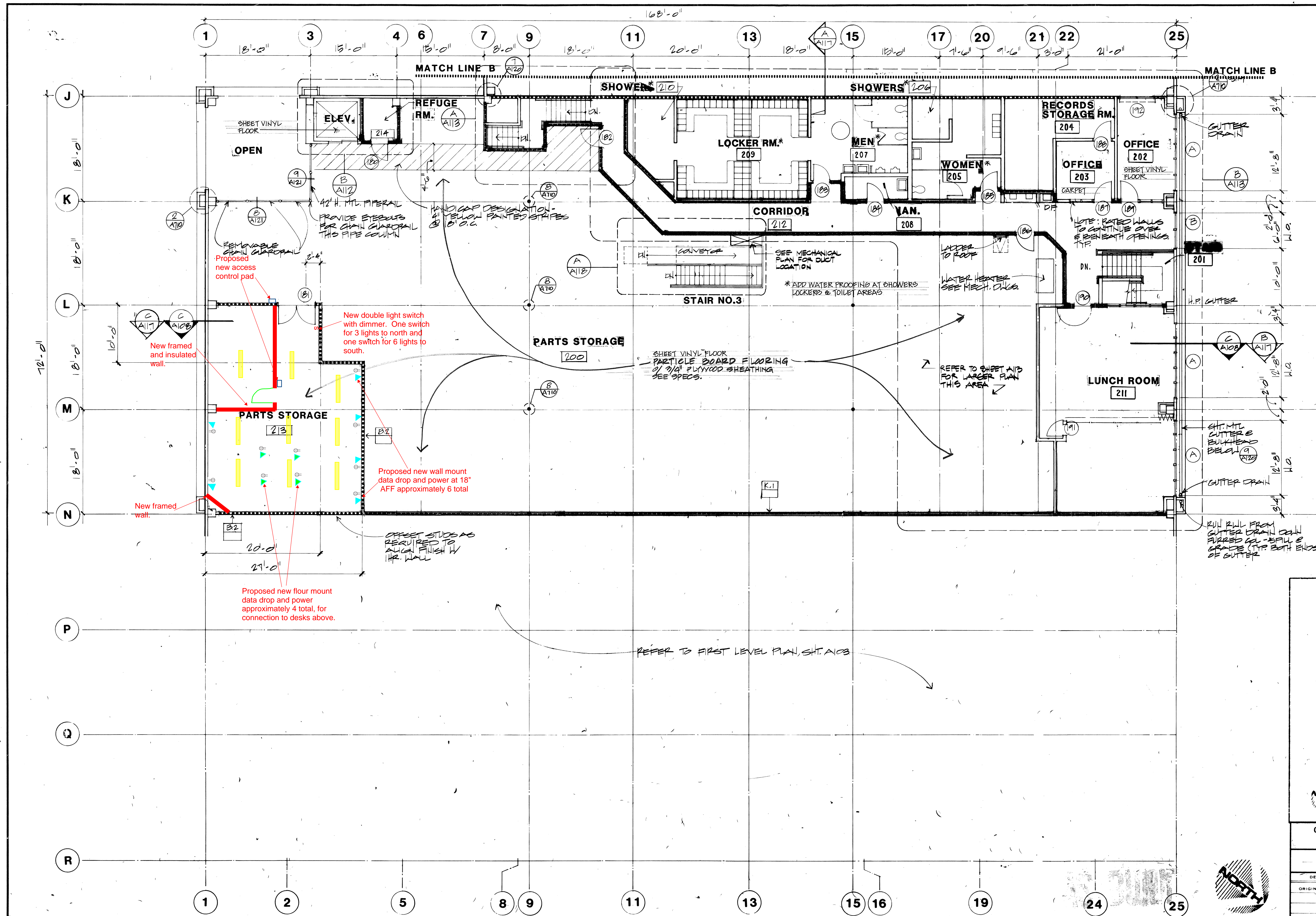
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CONTRACTOR DATE STARTED

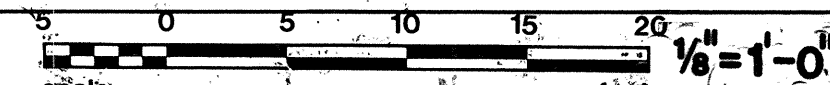
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35 of 151



BLDG. 100 - FLOOR PLAN (EAST) - SECOND LEVEL



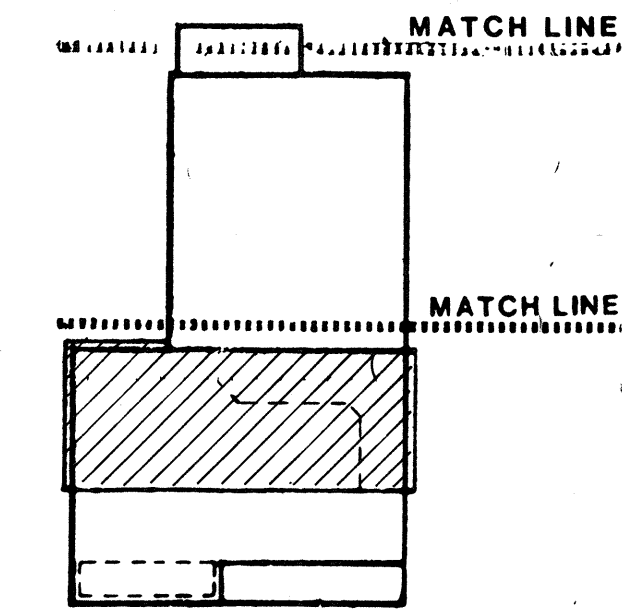
RATED WALL KEY

..... 2 HOUR WALL

———— 1 HOUR WALL

NOTE: REFER TO WALL TYPES (CONT. 101) FOR ADDITIONAL INFORMATION

AS BUILT



KEY PLAN
NO SCALE

CITY OF SAN DIEGO, CALIFORNIA

ENGINEERING DEPARTMENT

SHEET OF SHEETS

CITY ENGINEER DATE

DESCRIPTION BY APPROVED DATE FILMED

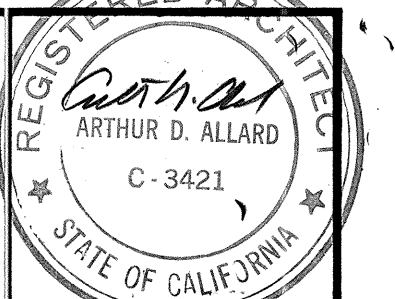
ORIGINAL

CONTRACTOR DATE STARTED

INSPECTOR DATE COMPLETED

1/23/87

35 of 151



Date: 8/1/85 CHK: 2/8/85

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ENGINEERS AND PLANNERS
120 Howard Street, P.O. Box 3821
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SAN DIEGO TRANSIT CORPORATION
KEARNY MESA DIVISION
U.S. DEPARTMENT OF TRANSPORTATION
U.M.T.A. PROJECT NO. CA-03-0086-2
San Diego Transit

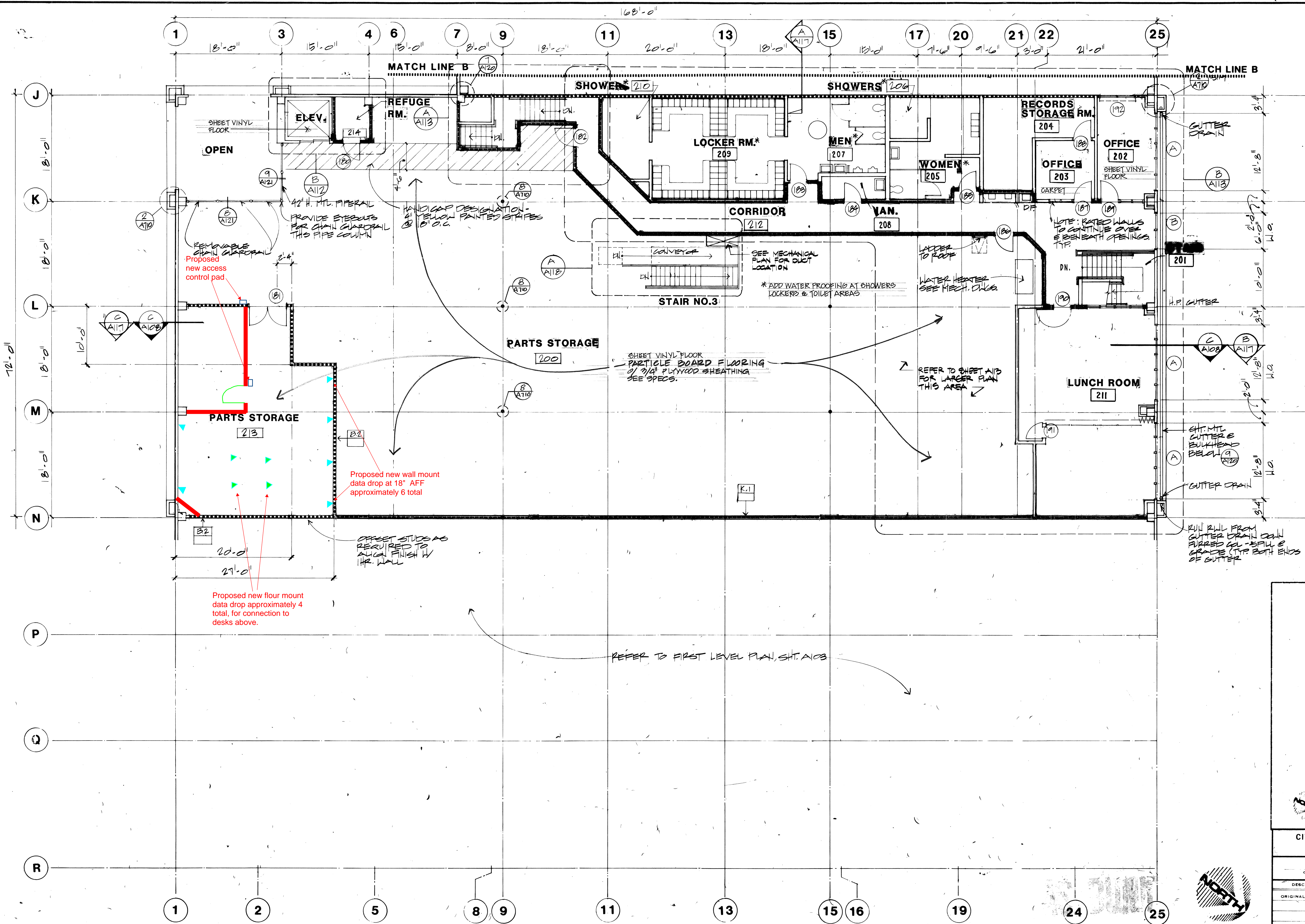
Sheet Title: **BLDG. 100 - FLOOR PLAN (EAST) SECOND LEVEL**
Sheet No.: **A104**
Metropolitan Transit Development Board
600 C Street, Suite 400 San Diego, California 92101 231-5465

Sheet No. **A104**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING DEPARTMENT
SHEET OF SHEETS
DATE: 4/24/85 PC NO2
REASON: 8/1/85 PC NO2

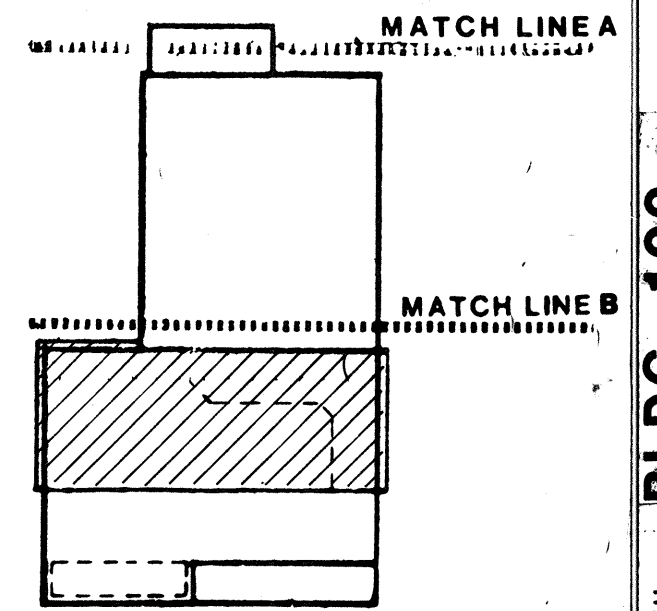
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL				

CONTRACTOR: DATE STARTED: DWG. NO. 34-P
INSPECTOR: DATE COMPLETED:



RATED WALL KEY
..... 2 HOUR WALL
———— 1 HOUR WALL
NOTE: REFER TO WALL TYPES (CONT. A101) FOR ADDITIONAL INFORMATION

AS BUILT



KEY PLAN
NO SCALE

BLDG. 100 - FLOOR PLAN (EAST) - SECOND LEVEL

EXHIBIT B (Cost Breakdown)



Att. A - AL 12 07/29/2021

Price Proposal Detail**By Division Report****Version: 2.0****Approved 06/28/2021 02:06:59 PM PST****Job: MTSJOC324-03: KMD ZEB Training Room**

JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: JOC Building and Facilities Construction Services
Contract Number: PWG324.0-21
Job Order Number: MTSJOC324-03
Job Order Title: KMD ZEB Training Room
Location: KMD Maintenance Building
Cost Proposal Date: June 28, 2021
Proposal Value: \$132,136.13

Division		NPP Total	Division Totals
01	General Requirements	\$0.00	\$10,137.74
02	Existing Conditions	\$0.00	\$337.36
03	Concrete	\$0.00	\$2,808.62
06	Wood, Plastics, and Composites	\$0.00	\$2,848.16
07	Thermal And Moisture Protection	\$0.00	\$925.92
08	Openings	\$0.00	\$6,797.07
09	Finishes	\$0.00	\$34,859.81
11	Equipment	\$0.00	\$34.54
13	Special Construction	\$0.00	\$957.48
22	Plumbing	\$0.00	\$3,493.70
23	Heating, Ventilating, And Air-Conditioning (HVAC)	\$0.00	\$20,481.66
26	Electrical	\$0.00	\$25,525.95
27	Communications	\$0.00	\$15,776.81
28	Electronic Safety And Security	\$0.00	\$7,151.31
		Proposal Total:	\$132,136.13
		The Percentage of Non Pre-Priced on this Proposal:	0.00%



Att. A-AL 12 07/29/2021

Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/28/2021 02:06:59 PM PST

Job: MTSJOC324-03: KMD ZEB Training Room

JOC Name (Contractor): ABC Construction Co., Inc.
Contract Name: JOC Building and Facilities Construction Services
Contract Number: PWG324.0-21
Job Order Number MTSJOC324-03
Job Order Title KMD ZEB Training Room
Location: KMD Maintenance Building
Cost Proposal Date: June 28, 2021
Proposal Value: \$132,136.13

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
01 General Requirements							\$10,137.74
1	012220000006		HR	Carpenter			
Accepted				Quantity	x	Unit Price	x
		Installation	HR	72.00	x	\$87.52	x
						0.9645	=
Equipment Excluded		Materials Excluded					\$6,077.74
User Note:							
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.							
Owner Comments:							
Contractor Comments:							
2	012220000006	0001	HR	For Foreman, Add			
Accepted				Quantity	x	Unit Price	x
		Installation	HR	35.00	x	\$4.38	x
						0.9645	=
Equipment Excluded		Materials Excluded					\$147.86
User Note:							
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.							
Owner Comments:							
Contractor Comments:							
3	012223000896		DAY	6 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator			
Accepted				Quantity	x	Unit Price	x
		Installation	DAY	1.00	x	\$1,151.17	x
						0.9645	=
Equipment Excluded		Materials Excluded					\$1,110.30
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							



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Job: MTSJOC324-03: KMD ZEB Training Room

4	015616000071	LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor Protection						
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	LF	1,500.00	x	\$0.85	x	0.9645	=	\$1,229.74
Equipment Excluded									\$1,229.74
User Note:									
Item Note:									
Owner Comments:									
Contractor Comments:									
5	017419000016	EA	40 CY Dumpster (5 Ton) "Construction Debris"						
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA	2.00	x	\$814.98	x	0.9645	=	\$1,572.10
Labor Excluded	Equipment Excluded								\$1,572.10
User Note:									
Item Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.									
Owner Comments:									
Contractor Comments:									



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
02 Existing Conditions							\$337.36			
6	029050000505		ROL	6 Mil Visqueen, 32' x 400', For Emergency Clean-up						
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	ROL	2.00	x	\$174.89	x	0.9645	=	\$337.36
Labor Excluded		Equipment Excluded							\$337.36	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
03	Concrete						\$2,808.62				
7	035416000003		SF	1/4" Thick Self Leveling Cementitious Underlayment For Floors							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF		1,300.00	x	\$2.24	x	0.9645	=	\$2,808.62
											\$2,808.62

User Note:

Item Note: Including Surface Preparation

Owner Comments:

Contractor Comments:



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor			Total
06 Wood, Plastics, and Composites										\$2,848.16
8	061116000061		SF	2" x 4" Wood Wall Framing At 16" On Center						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	500.00	x	\$1.47	x	0.9645	=	\$708.91
										\$708.91
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
9	061116000061	0004	SF	For >200 To 500, Add						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	500.00	x	\$0.25	x	0.9645	=	\$120.56
Equipment Excluded										\$120.56
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
10	061116000077		LF	2" x 4" Pressure Treated Wood Plate						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	100.00	x	\$2.49	x	0.9645	=	\$240.16
										\$240.16
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

11	061633000023	SF	3/4" AC Fir Plywood Floor Decking							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	SF		400.00	x	\$2.13	x	0.9645	=	\$821.75
	Demo	SF		400.00	x	\$0.54	x	0.9645	=	\$208.33
										\$1,030.08

User Note:

Item Note: Applied to floor or joists.

Owner Comments:

Contractor Comments:

12	061633000023	0011	SF	For Selective Replacement <400 (Includes Removal Of Damaged Plywood And Fitting New Plywood To Size), Add						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	SF		400.00	x	\$1.94	x	0.9645	=	\$748.45
Materials Excluded										\$748.45

User Note:

Item Note: Applied to floor or joists.

Owner Comments:

Contractor Comments:



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Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
07 Thermal And Moisture Protection							\$925.92			
13	072116000005		SF	3-1/2" Thick, Kraft Faced, R-15 Fiberglass Flexible Insulation						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	800.00	x	\$1.20	x	0.9645	=	\$925.92
Equipment Excluded										\$925.92
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total	
08 Openings									\$6,797.07	
14	081213130015		EA	6' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	1.00	x	\$465.55	x	0.9645	=	\$449.02
										\$449.02
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
15	081213130015	0003	EA	For Welded Frames, Add						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	1.00	x	\$92.93	x	0.9645	=	\$89.63
										\$89.63
Labor Excluded		Equipment Excluded								\$89.63
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
16	081213130015		EA	6' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	1.00	x	\$230.22	x	0.9645	=	\$222.05
		Demo	EA	1.00	x	\$115.11	x	0.9645	=	\$111.02
										\$333.07
Materials Excluded										
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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17	081313130008		EA	3' x 6'-8" x 1-3/4", 20 Gauge, Level 1 Standard Duty, Honeycomb Core, Hollow Metal Door							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		2.00	x	\$578.07	x	0.9645	=	\$1,115.10
											\$1,115.10
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
18	081313130008	0024	EA	For Galvanized Steel Door, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		2.00	x	\$94.36	x	0.9645	=	\$182.02
	Labor Excluded										\$182.02
		Equipment Excluded									
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
19	081313130008	0030	EA	For 45 Minute Fire Rated Door, Add							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		2.00	x	\$41.40	x	0.9645	=	\$79.86
	Labor Excluded										\$79.86
		Equipment Excluded									
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
20	081313130008		EA	3' x 6'-8" x 1-3/4", 20 Gauge, Level 1 Standard Duty, Honeycomb Core, Hollow Metal Door							
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA		2.00	x	\$106.26	x	0.9645	=	\$204.98
		Demo	EA		2.00	x	\$53.13	x	0.9645	=	\$102.49
											\$307.47
	Materials Excluded										
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

21	086223000006	EA	5' Shaft Length, 31-5/8" x 31-5/8" Inside Frame Dimensions, Acrylic/Acrylic Double Glazed Prismatic Lens, Industrial Style Fixed Dome, Aluminum Framed Solar Tube Skylight							
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	2.00	x	\$943.41	x	0.9645	=	\$1,819.84	
									\$1,819.84	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
22	087111000005	PR	4" x 4" Standard Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge							
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	PR	3.00	x	\$72.99	x	0.9645	=	\$211.20	
									\$211.20	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
23	087111002238	EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)							
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	2.00	x	\$439.67	x	0.9645	=	\$848.12	
									\$848.12	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
24	087111002262	EA	Storeroom/Closet F07 Mortise Lockset							
Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	2.00	x	\$705.93	x	0.9645	=	\$1,361.74	
									\$1,361.74	
User Note:										
Item Note: Locked with key outside. Inside always unlocked. Fixed outside handle.										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price			Factor		Total
09 Finishes										\$34,859.81
25	090190520013		SF	Hand Wash Drywall Surfaces With Mild Detergent Or Degreaser (No Sanding, Repairing Or Scraping), Surface Preparation						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	3,200.00	x	\$0.27	x	0.9645	=	\$833.33
Equipment Excluded			Materials Excluded							\$833.33
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
26	090190520015		SF	Scrape, Repair And Sand Severely Damaged Drywall Surfaces, Surface Preparation						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	3,200.00	x	\$0.87	x	0.9645	=	\$2,685.17
										\$2,685.17
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
27	090190520038		SF	Hand Scrape Wood Surfaces, Surface Preparation						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	1,200.00	x	\$0.71	x	0.9645	=	\$821.75
Equipment Excluded			Materials Excluded							\$821.75
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

28	092910000006		SF	5/8" Gypsum Board								
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	SF		1,000.00	x	\$1.44	x	0.9645	=	\$1,388.88	
												\$1,388.88
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											
29	092910000006	0053	SF	For Walls >10' High, Add								
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	SF		1,000.00	x	\$0.08	x	0.9645	=	\$77.16	
	Equipment Excluded			Materials Excluded								\$77.16
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											
30	092910000034		SF	1/2" Noise Reducing Gypsum Board (National Gypsum SoundBreak)								
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	SF		1,000.00	x	\$3.43	x	0.9645	=	\$3,308.24	
												\$3,308.24
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											
31	092910000034	0024	SF	For Walls >10' High, Add								
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	SF		1,000.00	x	\$0.11	x	0.9645	=	\$106.10	
	Equipment Excluded			Materials Excluded								\$106.10
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											
32	092910000039		SF	>10' High, Walls, Tape, Spackle And Finish Gypsum Board								
	Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	SF		1,000.00	x	\$0.37	x	0.9645	=	\$356.87	
	Equipment Excluded											\$356.87
	User Note:											
	Item Note: Use this task for the entire wall area when the wall is >10' high.											
	Owner Comments:											
	Contractor Comments:											



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Job: MTSJOC324-03: KMD ZEB Training Room

33	092910000045	LF	>10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	LF	150.00	x	\$0.70	x	0.9645	=	\$101.27	
									\$101.27	
User Note:										
Item Note: Use this task for the entire wall area when the wall is >10' high.										
Owner Comments:										
Contractor Comments:										
34	092910000048	LF	>10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	LF	150.00	x	\$0.80	x	0.9645	=	\$115.74	
									\$115.74	
User Note:										
Item Note: Use this task for the entire wall area when the wall is >10' high.										
Owner Comments:										
Contractor Comments:										
35	092910000052	EA	Additional Cost For Finishing Penetrations In Gypsum Board (For Ductwork, Pipe, Conduits, Supports) Per Sheet To Be Finished, With Three Or More Areas Of Penetrations							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	7.00	x	\$99.51	x	0.9645	=	\$671.84	
	Materials Excluded								\$671.84	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
36	092910000055	LF	Corner Bead, Galvanized Steel For Gypsum Board							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	LF	148.00	x	\$3.07	x	0.9645	=	\$438.23	
									\$438.23	
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

37	096513130008	LF	6" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	300.00	x	\$3.20	x	0.9645	=	\$925.92
		Demo	LF	300.00	x	\$0.85	x	0.9645	=	\$245.95
										\$1,171.87
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
38	096519190013	SF	1/8" Thick, Static Dissipative, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® SDT™)							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	1,300.00	x	\$11.10	x	0.9645	=	\$13,917.74
		Demo	SF	1,300.00	x	\$1.03	x	0.9645	=	\$1,291.47
										\$15,209.21
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
39	099123000062	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	2,800.00	x	\$0.55	x	0.9645	=	\$1,485.33
										\$1,485.33
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
40	099123000064	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	2,800.00	x	\$1.09	x	0.9645	=	\$2,943.65
										\$2,943.65
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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41	099123000151	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	945.00	x	\$0.65	x	0.9645	=	\$592.44
										\$592.44
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
42	099123000153	SF	2 Coats Paints, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	945.00	x	\$1.17	x	0.9645	=	\$1,066.40
										\$1,066.40
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
43	099123000200	SF	Paint Interior Wood Beams, 1 Coat Primer, Brush/Roller Work							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	100.00	x	\$0.80	x	0.9645	=	\$77.16
										\$77.16
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
44	099123000200	0278	SF For Up To 100, Add							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	100.00	x	\$0.51	x	0.9645	=	\$49.19
										\$49.19
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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45	099123000202	SF	Paint Interior Wood Beams, 2 Coats Paint, Brush/Roller Work							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	200.00	x	\$1.48	x	0.9645	=	\$285.49
										\$285.49
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
46	099123000202	0278	SF	For Up To 100, Add						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	100.00	x	\$0.94	x	0.9645	=	\$90.66
										\$90.66
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
47	099123000239	LF	Paint Interior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	60.00	x	\$0.88	x	0.9645	=	\$50.93
										\$50.93
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
48	099123000241	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	60.00	x	\$1.93	x	0.9645	=	\$111.69
										\$111.69
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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49	099123000246		EA	Paint Interior Metal Door, Both Faces, 1 Coat Primer, Brush/Roller Work								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal		
		Installation	EA	4.00	x	\$72.63	x	0.9645	=	\$280.21		
										\$280.21		
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											
50	099123000246	0287	EA	For Half Louvered Door, Add								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal		
		Installation	EA	2.00	x	\$7.11	x	0.9645	=	\$13.72		
										\$13.72		
		Materials Excluded									\$13.72	
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											
51	099123000248		EA	Paint Interior Metal Door, Both Faces, 2 Coats Paint, Brush/Roller Work								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal		
		Installation	EA	4.00	x	\$130.65	x	0.9645	=	\$504.05		
										\$504.05		
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											
52	099123000248	0287	EA	For Half Louvered Door, Add								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal		
		Installation	EA	2.00	x	\$12.04	x	0.9645	=	\$23.23		
										\$23.23		
		Materials Excluded									\$23.23	
	User Note:											
	Item Note:											
	Owner Comments:											
	Contractor Comments:											



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Approved 06/28/2021 02:06:59 PM PST

Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
11 Equipment							\$34.54
53	115233000053		EA	HDMI M-M Pro/6 High Performance HDMI Male to Male Cables (Extron Electronics #26-650-06)			
				<i>Accepted</i>	Quantity x	Unit Price x	Factor =
				Installation	EA	1.00 x	\$35.81 x
						0.9645	=
							\$34.54
							\$34.54
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
13 Special Construction							\$957.48
54	133419000178		EA	4' x 3' Fixed Louver			
				Accepted	Quantity	x	Unit Price
						x	Factor
						=	LineTotal
		Installation	EA	2.00	x	\$496.36	x 0.9645 = \$957.48
							\$957.48
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
22 Plumbing							\$3,493.70
55	221116000427		LF	1/2" Soft Drawn Type K Copper Tube			
	Accepted				Quantity x Unit Price x Factor =		LineTotal
		Installation	LF		400.00 x \$5.49 x 0.9645 =		\$2,118.04
							\$2,118.04
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							
56	221116000457		EA	1/2" Drop Ear 90 Degree Brass Elbow, Solder X Threaded			
	Accepted				Quantity x Unit Price x Factor =		LineTotal
		Installation	EA		10.00 x \$38.95 x 0.9645 =		\$375.67
							\$375.67
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							
57	221116000497		EA	1/2" Cast Bronze Drop Ear Tee			
	Accepted				Quantity x Unit Price x Factor =		LineTotal
		Installation	EA		10.00 x \$59.43 x 0.9645 =		\$573.20
							\$573.20
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							
58	221513000003		EA	1/2" Combination Steel And Brass Disconnect Valve, Single Seated With Arm Ball And Bracket			
	Accepted				Quantity x Unit Price x Factor =		LineTotal
		Installation	EA		10.00 x \$44.25 x 0.9645 =		\$426.79
							\$426.79
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
23 Heating, Ventilating, And Air-Conditioning (HVAC)							\$20,481.66			
59	230529001137		EA	Up To 12 SF Inertia Base, 8" Thick With Spring Base						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	2.00	x	\$1,098.33	x	0.9645	=	\$2,118.68
										\$2,118.68
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
60	230713000015		SF	2" Thick, Type 150 (1.5 LB/CF) FSK Fiber Glass Duct Wrap Insulation						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	300.00	x	\$5.63	x	0.9645	=	\$1,629.04
										\$1,629.04
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
61	230713000015	0104	SF	For Work In Restricted Working Space, Add						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	SF	300.00	x	\$1.36	x	0.9645	=	\$393.52
										\$393.52
Materials Excluded										
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
62	232129000002		EA	1/150 HP, 205 GPH (Max) Automatic Shallow Pan Condensate Pump (Little Giant 1-ABS)						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	2.00	x	\$176.73	x	0.9645	=	\$340.91
										\$340.91
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

63	233113130017	LF	4" x 6", Up To 2" WG (Class C), 30 Gauge Galvanized Steel Sheet Metal Ductwork						
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	LF	0.00	x	\$6.58	x	0.9645	=	\$0.00
	Demo	LF	100.00	x	\$2.71	x	0.9645	=	\$261.38
									\$261.38
User Note:									
Item Note:									
Owner Comments:									
Contractor Comments:									
64	238126130032	LF	4" Line Set Cover, Rigid Polyvinyl Chloride (PVC) Line Set Covers						
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	LF	100.00	x	\$10.87	x	0.9645	=	\$1,048.41
									\$1,048.41
User Note:									
Item Note:									
Owner Comments:									
Contractor Comments:									
65	238149000046	EA	39,000 BTU Cooling, 44,500 BTU Heating, 15.6 SEER, Ceiling Suspended Ductless Split System Heat Pumps						
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA	2.00	x	\$7,615.20	x	0.9645	=	\$14,689.72
									\$14,689.72
User Note:									
Item Note: Includes indoor unit, outdoor unit, wireless thermostat and refrigerant charge.									
Owner Comments:									
Contractor Comments:									



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total	
26 Electrical									\$25,525.95	
66	260513160006		MLF	#2 AWG, XLP, 5 KV, Shielded, Single Copper Conductor Cable, Installed In Duct						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	MLF	1.50	x	\$3,345.13	x	0.9645	=	\$4,839.57
										\$4,839.57
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
67	260519130011		EA	Floor Mounted Box With Cover						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	9.00	x	\$171.17	x	0.9645	=	\$1,485.84
										\$1,485.84
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
68	260533130596		LF	3/4" Electrical Metallic Tubing (EMT) Conduit						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	600.00	x	\$4.33	x	0.9645	=	\$2,505.77
										\$2,505.77
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
69	260533130619		EA	3/4" Electrical Metallic Tubing (EMT) Compression Coupling						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	50.00	x	\$5.47	x	0.9645	=	\$263.79
										\$263.79
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										



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Job: MTSJOC324-03: KMD ZEB Training Room

70	260533130652	EA	3/4" Electrical Metallic Tubing (EMT) Straight Box Compression Connector							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	50.00	x	\$5.35	x	0.9645	=	\$258.00	
									\$258.00	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
71	260533132242	EA	3/4", Cut And Thread Existing In-Place Threaded Conduit							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	20.00	x	\$26.10	x	0.9645	=	\$503.47	
									\$503.47	
	Materials Excluded									
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
72	260533132406	LF	1" Flexible Liquid Tight Non-Metallic Conduit							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	LF	400.00	x	\$5.19	x	0.9645	=	\$2,002.30	
									\$2,002.30	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
73	260533160024	EA	One Duplex Receptacle, 4" Square Steel Exposed Work Cover							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	16.00	x	\$9.68	x	0.9645	=	\$149.38	
									\$149.38	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
74	260533230145	EA	Duplex Receptacle (Wiremold #1543GL)							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	16.00	x	\$41.02	x	0.9645	=	\$633.02	
									\$633.02	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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Job: MTSJOC324-03: KMD ZEB Training Room

75	260533230147	EA	Duplex Receptacle Box (Wiremold #1546B)							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	6.00	x	\$26.73	x	0.9645	=	\$154.69
										\$154.69
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
76	260533230428	EA	Duplex Receptacle Cover Plate (Wiremold #ALA-DR)							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	6.00	x	\$13.83	x	0.9645	=	\$80.03
										\$80.03
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
77	260533230540	LF	5" x 1" Two Piece Surface Non-Metallic Raceway Base (Wiremold #5000B)							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	300.00	x	\$10.07	x	0.9645	=	\$2,913.75
										\$2,913.75
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
78	260533230540	0360	LF For Concrete Or Masonry Surface, Add							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	300.00	x	\$0.32	x	0.9645	=	\$92.59
	Equipment Excluded		Materials Excluded							\$92.59
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
79	260533230541	LF	Black, Gray Or White, Cover (Wiremold #5000C)							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	LF	300.00	x	\$9.52	x	0.9645	=	\$2,754.61
										\$2,754.61
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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Job: MTSJOC324-03: KMD ZEB Training Room

80	260923000164	EA	Wired Area Lighting Controller, Heavy Duty Relay With 0-10V Dimming (Encelium EN-ALC-1R10V-GB2-BK)							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		9.00	x	\$146.50	x	0.9645	=	\$1,271.69
	Demo	EA		9.00	x	\$19.77	x	0.9645	=	\$171.61
										\$1,443.30
	User Note:									
	Item Note: Excludes GB II cable.									
	Owner Comments:									
	Contractor Comments:									
81	260923000206	EA	High Bay, Passive Infrared, Surface Mounted, Wired Occupancy Sensor (Encelium WSPSM24V)							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		2.00	x	\$167.84	x	0.9645	=	\$323.76
	Demo	EA		2.00	x	\$39.55	x	0.9645	=	\$76.29
										\$400.05
	User Note:									
	Item Note: Excludes GB II cable.									
	Owner Comments:									
	Contractor Comments:									
82	262416000010	EA	100 Ampere Rating, 120/240 Volt, 3 Wire, 1 Phase, Main Lugs, 24 Circuit Capacity Assembled Panelboard With Twenty 20 Ampere Breakers							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		1.00	x	\$1,858.17	x	0.9645	=	\$1,792.20
										\$1,792.20
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
83	262416000010	0189	EA For NEMA 3R Panelboard, Add							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	EA		1.00	x	\$883.91	x	0.9645	=	\$852.53
	Labor Excluded		Equipment Excluded							\$852.53
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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Job: MTSJOC324-03: KMD ZEB Training Room

84	262726000018	EA	20 Amperes, 125 Volt, 1 Phase, NEMA 5-20, Duplex Receptacle							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	16.00	x	\$18.88	x	0.9645	=	\$291.36	
									\$291.36	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
85	262726000125	EA	TV Receptacle With Cover (Type F), Complete							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	1.00	x	\$52.37	x	0.9645	=	\$50.51	
									\$50.51	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
86	265116000010	EA	2 T8 Lamps, 1' x 4', Surface Mounted, Wraparound Fluorescent Fixture							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	0.00	x	\$150.88	x	0.9645	=	\$0.00	
	Demo	EA	9.00	x	\$26.39	x	0.9645	=	\$229.08	
									\$229.08	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
87	265119000090	EA	4' Length, 4,000 Lumens, Surface Mount, Wraparound LED Fixture (Lithonia LBL4)							
	Accepted		Quantity	x	Unit Price	x	Factor	=	LineTotal	
	Installation	EA	9.00	x	\$210.83	x	0.9645	=	\$1,830.11	
									\$1,830.11	
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
27 Communications							\$15,776.81
88	271513000012		MLF	24 Pair #12 AWG, Solid, Shielded, Non-Plenum Rated, Low Voltage, Alarm And Communications Cable, Installed In Conduit			
				Accepted	Quantity	x	Unit Price
						x	Factor
							=
							LineTotal
		Installation	MLF		1.50	x	\$8,292.00
						x	0.9645
							=
							\$11,996.45
							\$11,996.45
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							
89	271513000045		LF	18/6 Reader Cable			
				Accepted	Quantity	x	Unit Price
						x	Factor
							=
							LineTotal
		Installation	LF		900.00	x	\$3.34
						x	0.9645
							=
							\$2,899.29
							\$2,899.29
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							
90	271543000056		EA	Cat 6 Shielded, Snap-In Modular Jack			
				Accepted	Quantity	x	Unit Price
						x	Factor
							=
							LineTotal
		Installation	EA		29.00	x	\$31.50
						x	0.9645
							=
							\$881.07
							\$881.07
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							



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Job: MTSJOC324-03: KMD ZEB Training Room

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
28 Electronic Safety And Security							\$7,151.31				
91	281511130003		EA	Detector, Passive Infrared (Security) Vindicator #316-30812-00							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	EA	3.00	x	\$1,274.13	x	0.9645	=	\$3,686.70	
										\$3,686.70	
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											
92	281611000087		EA	Up To 8" Read Range, 5-12 Volt DC, AWID Proximity Card Reader, Wiegand Output Access Controls (AWID MM 6800)							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	EA	2.00	x	\$546.28	x	0.9645	=	\$1,053.77	
										\$1,053.77	
User Note:											
Item Note: For mullion mounting.											
Owner Comments:											
Contractor Comments:											
93	281611000201		EA	Dual Doors, Surface Mount, 1,200 LB Magnetic Door Lock							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	EA	2.00	x	\$997.82	x	0.9645	=	\$1,924.79	
										\$1,924.79	
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											
94	281611000201	0002	EA	For LED Status Indicator, Signal Relay And Built-In Delay Timer, Add							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	EA	2.00	x	\$251.97	x	0.9645	=	\$486.05	
Labor Excluded										Equipment Excluded	\$486.05
User Note:											
Item Note:											
Owner Comments:											
Contractor Comments:											
Total:										\$132,136.13	
Proposal Total:										\$132,136.13	
The Percentage of Non Pre-Priced on this Proposal:										0.00%	

EXHIBIT C

(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 6/29/2021

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-03
Job Order Title: KMD ZEB Training Room
Location: KMD Maintenance Building
Contractor: ABC Construction Co., Inc.
Subcontractors: Allsource Coatings
 Comfort Mechanical
 ELECTRO SPECIALTY SYSTEMS (ESS)
 the doctor of electricity

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Allsource Coatings 10625 Scripps Ranch Blvd, Suite D San Diego, CA 92131	923637	Painting/Flooring		\$38,300.00	28.99%
Comfort Mechanical 10740 Kenney St, #404 Santee, CA 92071	695913	HVAC		\$19,503.00	14.76%
ELECTRO SPECIALTY SYSTEMS (ESS) 7940 Convoy Ct, San Diego, CA 92111	524465	Access Controls		\$12,460.00	9.43%
the doctor of electricity 41815 Hawthorne Street, Murrieta, CA 92562	517763	Electrician		\$20,415.00	15.45%



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
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Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

**Draft for
Executive Committee
Review Date: 07/15/2021**

SUBJECT:

FIRE ALARM MONITORING AND MAINTENANCE 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. PWG329.0-21 (in substantially the same format as Attachment A), with Johnson Controls Fire Protection, LP (JCI), for the provision of fire alarm monitoring and maintenance services for a base period of three (3) years, with one (1) optional two-year extension, and one (1) optional five-year extension for a total contract value of \$1,181,926.04.

Budget Impact

The total budget for this project will not exceed \$1,181,926.04. This project is funded through the respective fiscal years' maintenance operating budget accounts as follows:

Program	Budget Account	Amount
San Diego Trolley (SDTI) Facilities Department	380016-536300	\$ 593,364.62
San Diego Transit Corporation (SDTC)	331014-536600	\$ 188,300.00
Bus Rapid Transit (BRT)	845012-571140	\$ 120,842.59
	846012-571140	\$ 120,842.59
Land Management (LM)	791010-571250	\$ 158,576.24
Total Amount		\$ 1,181,926.04

DISCUSSION:

As part of its normal operations, MTS requires a contractor to provide fire alarm monitoring and maintenance services at various MTS stations and properties. These services include fire alarm system monitoring, testing, inspection, maintenance and as-

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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.

needed repairs of fire system equipment. These services are necessary to ensure that the fire alarm detection systems, fire sprinkler, and related systems function properly, and in accordance with National Fire Protection Association (NFPA) standards, American National Standards Institute (ANSI), Underwriters Laboratories (UL) standards, applicable building codes, and regulations of the Local/State Fire Marshall's Offices.

On April 28, 2021, MTS issued a Request for Proposal (RFP) for Fire Alarm Monitoring and Maintenance. On June 2, 2021, MTS received a total of three (3) proposals from HCI Systems, Inc. (HCI), JCI and Siemens Industry, Inc. (Siemens).

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%
<hr/>	
Total 100%	

After the initial evaluations, the selection committee determined that only JCI and Siemens were within the competitive range. The committee requested clarifications, and Best and Final Offers (BAFO), and re-evaluated their respective proposals.

After the second evaluation, and considering the technical and price factors and price analysis, the selection committee deemed that JCI provided the best value to MTS the selection committee determined that only JCI remained in the competitive range and requested a Best and Final Offer (BAFO) from the firm.

JCI reduced their proposed pricing by \$3,649.36 from the original offer of \$1,185,575.40 to a revised offer of \$1,181,926.04.

Proposer Name	Technical (max 70%)	Cost (max 30%)	Total (max 100%)	Proposed Cost	Ranking
JCI	54.40	27.50	81.90	\$1,181,926.04	1
SIEMENS	49.80	30.00	79.80	\$1,083,536.40	2
HCI*	36.80	30.00	64.07	\$ 94,405.00	3

**HCI's initial proposal only included pricing for year one. Nevertheless, staff accepted the proposal, and during the initial evaluations, reviewed all proposals based on year one pricing only. HCI's year one pricing was lowest. However, their technical score did not warrant the firm for further consideration, nor to be in the competitive range.*

Therefore, staff recommends that the MTS Board authorize the CEO execute MTS Doc. No. PWG329.0-21 (in substantially the same format as Attachment A), with JCI, for the provision of fire alarm monitoring and maintenance services for a base period of three (3) years, with one (1) optional two-year extension, and one (1) optional five-year extension for a total contract value of \$1,181,926.04.

/s/ Sharon Cooney
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. PWG329.0-21
B. JCI Cost Proposal Form MTS Doc. No. PWG329.0-21

**STANDARD AGREEMENT
FOR
MTS DOC. NO. PWG329.0-21**

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: <u>Johnson Controls Fire Protection, LP</u>	Address: <u>3568 Ruffin Road So.</u>
	<u>San Diego, CA 92123</u>
	City State Zip
Form of Business: <u>Limited Partnership</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>Ryan.tolentino@JCI</u>
Telephone: <u>858.633.9100</u>	
Authorized person to sign contracts <u>Ryan Tolentino</u>	<u>Fire Area Service Manager - California</u>
Name	Title

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

The contract term is for up to 3 base years and 7 option years, exercisable at MTS's sole discretion, for a total of 10 years. Base period shall be effective August 1, 2021 through July 31, 2024, option years 1 and 2 shall be effective August 1, 2024 through July 31, 2026, option years 3 - 7 shall be effective August 1, 2026 through July 31, 2031 if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$333,180.60 for the base years, \$215,803.61 for the option years 1 and 2, and \$632,941.83 for the option years 3-7, for a contract total not to exceed \$1,181,926.04 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	JOHNSON CONTROLS FIRE PROTECTION, LP
By: _____ Sharon Cooney, Chief Executive Officer	
Approved as to form:	
By: _____ Karen Landers, General Counsel	By _____ Title: _____

COST PRICING FORM - FIRE ALARM SYSTEM TESTING AND MAINTENANCE

JOHNSON CONTROLS FIRE PROTECTION, LP.

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

Table I: FIRE ALARM TESTING AND MAINTENANCE				Year One	8/1/21 - 7/31/22
Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total	
SDTI	Building A				
	Annual Testing and Maintenance	1	\$ 1,525.00	\$	1,525.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$	750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
	Semi Annual inspection of Argonite System	2	\$ 562.00	\$	1,124.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		Service Last Performed January 2018	
	Building B				
	Annual Testing and Maintenance	1	\$ 1,021.00	\$	1,021.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$	750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
SDTI	Five Year NFPA Riser-Standpipe Inspection/Test	1		Service Last Performed January 2018	
	Building C, Yard Tower, Paint Booth				
	Annual Testing and Maintenance	1	\$ 2,991.00	\$	2,991.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$	750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
	Five Year NFPA Riser-Standpipes Inspection/Test	1		Service Last Performed February 2018	
	Grantville Station				
	Annual Testing and Maintenance	1	\$ 1,195.00	\$	1,195.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$	750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
SDTC	Semi Annual inspection of Pre-Action System	2	\$ 493.00	\$	986.00
	Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1	\$ 868.00	\$	868.00
	Grossmont Station				
	Annual Testing and Maintenance	1	\$ 291.00	\$	291.00
	Quarterly Testing and Maintenance	3	\$ 200.00	\$	600.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
	Fashion Valley Station				
	Annual Testing and Maintenance	1	\$ 291.00	\$	291.00
	Quarterly Testing and Maintenance	3	\$ 200.00	\$	600.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
SDTC	Administration Building				
	Annual Testing and Maintenance	1	\$ 410.00	\$	410.00
	Quarterly Testing and Maintenance	3	\$ 200.00	\$	600.00
	Data Center (inside Admin Bldg.)				
	Semi Annual inspection of (1) FM200 Fire	2	\$ 343.00	\$	686.00
	RAM Building				
	Annual Testing and Maintenance	1	\$ 2,088.00	\$	2,088.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$	750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		Last performed September 2018	
SDTC	Service Lanes				
	Annual Testing and Maintenance	1	\$ 1,623.00	\$	1,623.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$	750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$	372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		Last performed September 2018	
	KMD Maintenance Building				
	Annual Testing and Maintenance	1	\$ 2,446.00	\$	2,446.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$	750.00
	Five Year NFPA Riser-Standpipe Inspection/Test	3		Last performed September 2018	

Table I: FIRE ALARM TESTING AND MAINTENANCE				Year One	8/1/21 - 7/31/22
Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total	
BRT	Sabre Springs	Annual Testing and Maintenance	1	\$ 2,308.00	\$ 2,308.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	Last performed October 2018	
		UTC			
	13	Annual Testing and Maintenance	1	\$ 374.00	\$ 374.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Semi Annual Inspection of Sapphire System	2	\$ 500.00	\$ 1,000.00
		Centerline			
	14	Annual Testing and Maintenance	1	\$ 567.00	\$ 567.00
		Quarterly Testing and Maintenance	3	\$ 300.00	\$ 900.00
		Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 62.00	\$ 744.00
LM	Pyramid Building	Annual Testing and Maintenance	1	\$ 3,068.00	\$ 3,068.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	Last performed October 2018	
		Taxi Admin. Building			
	16	Annual Testing and Maintenance	1	\$ 984.00	\$ 984.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	Last performed October 2018	
	Table I Subtotals				\$ 41,482.00
	Table II: AS-NEEDED REPAIRS			Year One	8/1/21 - 7/31/22
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total	
1	Normal (Non-Emergency) Response	200	\$ 193.00	\$ 38,600.00	
2	Emergency Response	36	\$ 289.00	\$ 10,404.00	
Table II Subtotals:				\$ 49,004.00	
**Blended rates / see attached labor rates					
Table III: AS-NEEDED MATERIALS/PARTS			Year One	8/1/21 - 7/31/22	
Item	Description	% Mark Up	Item Total		
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M	3%	\$ 16,300.00		
2	Maximum markup permitted on materials 5%		\$ 489.00		
Table III Subtotals:				\$ 16,789.00	
**Blended / see attached parts markup					
Grand Total					
			\$	1,181,926.04	

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

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

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

COST PRICING FOI

JOHNSON CONTROLS FIRE PROTECTION, LP.

Instructions: For Tables I and II, please multiply the *Unit Price* by the corresponding estimate Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the *Up* field for each year. Please multiply the mark up percentage by the *Annual Materials*, amount is the sum of items 1 and 2 for each year. The *Grand Total* is the sum of the *Sub*

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Year Two 8/1/22 - 7/31/23	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,525.00	\$ 1,525.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Argonite System	2	\$ 562.00	\$ 1,124.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 868.00	\$ 868.00
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,021.00	\$ 1,021.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 868.00	\$ 868.00
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 2,991.00	\$ 2,991.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1	\$ 2,038.00	\$ 2,038.00
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,195.00	\$ 1,195.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Pre-Action System	2	\$ 493.00	\$ 986.00
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 410.00	\$ 410.00
	8	Data Center (inside Admin Bldg.)			
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
	9	RAM Building			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 343.00	\$ 686.00
	9	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,088.00	\$ 2,088.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,623.00	\$ 1,623.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,446.00	\$ 2,446.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3		

BRT	Table I: FIRE ALARM TESTING AND MAINTENANCE			Year Two 8/1/22 - 7/31/23		
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total	
	12	Sabre Springs				
		Annual Testing and Maintenance		1	\$ 2,308.00	\$ 2,308.00
		Quarterly Testing and Maintenance		3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring		12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test		1		
	13	UTC				
		Annual Testing and Maintenance		1	\$ 374.00	\$ 374.00
		Quarterly Testing and Maintenance		3	\$ 200.00	\$ 600.00
		Semi Annual inspection of Sapphire System		2	\$ 500.00	\$ 1,000.00
	14	Centerline				
		Annual Testing and Maintenance		1	\$ 567.00	\$ 567.00
Quarterly Testing and Maintenance		3	\$ 300.00	\$ 900.00		
Monthly Fire Alarm Monitoring (2 Panels)		12	\$ 62.00	\$ 744.00		
LM	15	Pyramid Building				
		Annual Testing and Maintenance		1	\$ 3,068.00	\$ 3,068.00
		Quarterly Testing and Maintenance		3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring		12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test		1		
	16	Taxi Admin. Building				
		Annual Testing and Maintenance		1	\$ 984.00	\$ 984.00
		Quarterly Testing and Maintenance		3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring		12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test		1		
Table I Subtotals				\$ 44,388.00		
Table II: AS-NEEDED REPAIRS			Year Two 8/1/22 - 7/31/23			
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total		
1	Normal (Non-Emergency) Response	200	\$ 193.00	\$ 38,600.00		
2	Emergency Response	36	\$ 289.00	\$ 10,404.00		
Table II Subtotals:				\$ 49,004.00		
**Blended rates / see attached labor rates						
Table III: AS-NEEDED MATERIALS/PARTS			Year Two 8/1/22 - 7/31/23			
Item	Description		% Mark Up	Item Total		
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 16,699.00		
2	Maximum markup permitted on materials 5%			\$ 500.97		
Table III Subtotals:				\$ 17,199.97		
**Blended / see attached parts markup						
Grand Total						
			\$	1,181,926.04		

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

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COST PRICING FOI

JOHNSON CONTROLS FIRE PROTECTION, LP.

Instructions: For Tables I and II, please multiply the *Unit Price* by the corresponding estimate Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the *Up* field for each year. Please multiply the mark up percentage by the *Annual Materials*, amount is the sum of items 1 and 2 for each year. The *Grand Total* is the sum of the *Sub*

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Year Three 8/1/23 - 7/31/24	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,525.00	\$ 1,525.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Argonite System	2	\$ 562.00	\$ 1,124.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,021.00	\$ 1,021.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 2,991.00	\$ 2,991.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1		
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,195.00	\$ 1,195.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Pre-Action System	2	\$ 493.00	\$ 986.00
		Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1		
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 410.00	\$ 410.00
	8	Data Center (inside Admin Bldg.)			
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
	9	RAM Building			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 343.00	\$ 686.00
	9	Annual Testing and Maintenance			
		Annual Testing and Maintenance	1	\$ 2,088.00	\$ 2,088.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 868.00	\$ 868.00
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,623.00	\$ 1,623.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 868.00	\$ 868.00
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,446.00	\$ 2,446.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3	\$ 1,648.00	\$ 1,648.00

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Year Three	8/1/23 - 7/31/24	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total	
BRT	12	Sabre Springs				
		Annual Testing and Maintenance	1	\$ 2,308.00	\$ 2,308.00	
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00	
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00	
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 1,797.00	\$ 1,797.00	
	13	UTC				
		Annual Testing and Maintenance	1	\$ 374.00	\$ 374.00	
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00	
		Semi Annual inspection of Sapphire System	2	\$ 500.00	\$ 1,000.00	
	14	Centerline				
		Annual Testing and Maintenance	1	\$ 567.00	\$ 567.00	
		Quarterly Testing and Maintenance	3	\$ 300.00	\$ 900.00	
LM	15	Pyramid Building				
		Annual Testing and Maintenance	1	\$ 3,068.00	\$ 3,068.00	
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00	
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00	
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 2,025.00	\$ 2,025.00	
	16	Taxi Admin. Building				
		Annual Testing and Maintenance	1	\$ 984.00	\$ 984.00	
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00	
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00	
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 868.00	\$ 868.00	
		Table I Subtotals				\$ 48,688.00
	Table II: AS-NEEDED REPAIRS				Year Three	8/1/23 - 7/31/24
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total		
1	Normal (Non-Emergency) Response	200	\$ 193.00	\$ 38,600.00		
2	Emergency Response	36	\$ 289.00	\$ 10,404.00		
	Table II Subtotals:				\$ 49,004.00	
**Blended rates / see attached labor rates						
Table III: AS-NEEDED MATERIALS/PARTS				Year Three	8/1/23 - 7/31/24	
Item	Description	% Mark Up		Item Total		
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M	3%		\$ 17,110.00		
2	Maximum markup permitted on materials 5%			\$ 513.30		
	Table III Subtotals:			\$ 17,623.30		
**Blended / see attached parts markup						
Grand Total						
				\$	1,181,926.04	

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

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

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

COST PRICING FOR

JOHNSON CONTROLS FIRE PROTECTION, LP.

Instructions: For Tables I and II, please multiply the *Unit Price* by the corresponding estimate Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the *Up* field for each year. Please multiply the mark up percentage by the *Annual Materials*, amount is the sum of Items 1 and 2 for each year. The *Grand Total* is the sum of the Sub

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 1 8/1/24 - 7/31/25	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,525.00	\$ 1,525.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Argonite System	2	\$ 562.00	\$ 1,124.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,021.00	\$ 1,021.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 2,991.00	\$ 2,991.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1		
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,195.00	\$ 1,195.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Pre-Action System	2	\$ 493.00	\$ 986.00
		Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1		
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 410.00	\$ 410.00
	8	Data Center (inside Admin Bldg.)			
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
	9	RAM Building			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 343.00	\$ 686.00
	9	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,088.00	\$ 2,088.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,623.00	\$ 1,623.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,446.00	\$ 2,446.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3		

Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 1 8/1/24 - 7/31/25	
Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
BRT	Sabre Springs			
	Annual Testing and Maintenance	1	\$ 2,308.00	\$ 2,308.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	UTC			
	Annual Testing and Maintenance	1	\$ 374.00	\$ 374.00
	Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
	Semi Annual Inspection of Sapphire System	2	\$ 500.00	\$ 1,000.00
	Centerline			
	Annual Testing and Maintenance	1	\$ 567.00	\$ 567.00
	Quarterly Testing and Maintenance	3	\$ 300.00	\$ 900.00
	Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 62.00	\$ 744.00
LM	Pyramid Building			
	Annual Testing and Maintenance	1	\$ 3,068.00	\$ 3,068.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	Taxi Admin. Building			
	Annual Testing and Maintenance	1	\$ 984.00	\$ 984.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
Table I Subtotals				\$ 40,614.00
Table II: AS-NEEDED REPAIRS			Optional Year 1 8/1/24 - 7/31/25	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total
1	Normal (Non-Emergency) Response	200	\$ 193.00	\$ 38,600.00
2	Emergency Response	36	\$ 289.00	\$ 10,404.00
Table II Subtotals:				\$ 49,004.00
**Blended rates / see attached labor rates				
Table III: AS-NEEDED MATERIALS/PARTS			Optional Year 1 8/1/24 - 7/31/25	
Item	Description		% Mark Up	Item Total
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 17,533.00
2	Maximum markup permitted on materials 5%			\$ 525.99
Table III Subtotals:				\$ 18,058.99
**Blended / see attached parts markup				
Grand Total				
			\$	1,181,926.04

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

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COST PRICING FOR

JOHNSON CONTROLS FIRE PROTECTION, LP.

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	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 2 8/1/25 - 7/31/26	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,525.00	\$ 1,525.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Argonite System	2	\$ 562.00	\$ 1,124.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,021.00	\$ 1,021.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 2,991.00	\$ 2,991.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1		
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,195.00	\$ 1,195.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Semi Annual inspection of Pre-Action System	2	\$ 493.00	\$ 986.00
		Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1		
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 291.00	\$ 291.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 410.00	\$ 410.00
		Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
	8	Data Center (inside Admin Bldg.)			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 343.00	\$ 686.00
	9	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,088.00	\$ 2,088.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,623.00	\$ 1,623.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,446.00	\$ 2,446.00
		Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3		

Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 2 8/1/25 - 7/31/26	
Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
BRT	Sabre Springs			
	Annual Testing and Maintenance	1	\$ 2,308.00	\$ 2,308.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	UTC			
	Annual Testing and Maintenance	1	\$ 374.00	\$ 374.00
	Quarterly Testing and Maintenance	3	\$ 200.00	\$ 600.00
	Semi Annual inspection of Sapphire System	2	\$ 500.00	\$ 1,000.00
	Centerline			
	Annual Testing and Maintenance	1	\$ 567.00	\$ 567.00
	Quarterly Testing and Maintenance	3	\$ 300.00	\$ 900.00
	Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 62.00	\$ 744.00
LM	Pyramid Building			
	Annual Testing and Maintenance	1	\$ 3,068.00	\$ 3,068.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	Taxi Admin. Building			
	Annual Testing and Maintenance	1	\$ 984.00	\$ 984.00
	Quarterly Testing and Maintenance	3	\$ 250.00	\$ 750.00
	Monthly Fire Alarm Monitoring	12	\$ 31.00	\$ 372.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
Table I Subtotals				\$ 40,614.00
Table II: AS-NEEDED REPAIRS			Optional Year 2 8/1/25 - 7/31/26	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total
1	Normal (Non-Emergency) Response	200	\$ 193.00	\$ 38,600.00
2	Emergency Response	36	\$ 289.00	\$ 10,404.00
Table II Subtotals:				\$ 49,004.00
**Blended rates / see attached labor rates				
Table III: AS-NEEDED MATERIALS/PARTS			Optional Year 2 8/1/25 - 7/31/26	
Item	Description		% Mark Up	Item Total
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 17,969.00
2	Maximum markup permitted on materials 5%			\$ 539.07
Table III Subtotals:				\$ 18,508.07
**Blended / see attached parts markup				
Grand Total				
			\$	1,181,926.04

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COST PRICING FOR

JOHNSON CONTROLS FIRE PROTECTION, LP.

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	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 3 8/1/26 - 7/31/27	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,564.00	\$ 1,564.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Argonite System	2	\$ 646.00	\$ 1,292.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,174.00	\$ 1,174.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 3,440.00	\$ 3,440.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1		
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,374.00	\$ 1,374.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Pre-Action System	2	\$ 567.00	\$ 1,134.00
		Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1	\$ 998.00	\$ 998.00
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 472.00	\$ 472.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	8	Data Center (inside Admin Bldg.)			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 394.00	\$ 788.00
	9	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,401.00	\$ 2,401.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,866.00	\$ 1,866.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,813.00	\$ 2,813.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3		

Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 3 8/1/26 - 7/31/27	
Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
BRT	Sabre Springs			
	Annual Testing and Maintenance	1	\$ 2,654.00	\$ 2,654.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	UTC			
	Annual Testing and Maintenance	1	\$ 430.00	\$ 430.00
	Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	Semi Annual inspection of Sapphire System	2	\$ 575.00	\$ 1,150.00
	Centerline			
	Annual Testing and Maintenance	1	\$ 652.00	\$ 652.00
	Quarterly Testing and Maintenance	3	\$ 345.00	\$ 1,035.00
	Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 74.00	\$ 888.00
LM	Pyramid Building			
	Annual Testing and Maintenance	1	\$ 3,528.00	\$ 3,528.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	Taxi Admin. Building			
	Annual Testing and Maintenance	1	\$ 1,132.00	\$ 1,132.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
Table I Subtotals				\$ 47,739.00
Table II: AS-NEEDED REPAIRS			Optional Year 3 8/1/26 - 7/31/27	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total
1	Normal (Non-Emergency) Response	200	\$ 225.00	\$ 45,000.00
2	Emergency Response	36	\$ 333.00	\$ 11,988.00
Table II Subtotals:				\$ 56,988.00
**Blended rates / see attached labor rates				
Table III: AS-NEEDED MATERIALS/PARTS			Optional Year 3 8/1/26 - 7/31/27	
Item	Description		% Mark Up	Item Total
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 18,418.00
2	Maximum markup permitted on materials 5%			\$ 552.54
Table III Subtotals:				\$ 18,970.54
**Blended / see attached parts markup				
Grand Total				
			\$	1,181,926.04

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	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 4 8/1/27 - 7/31/28	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,564.00	\$ 1,564.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Argonite System	2	\$ 646.00	\$ 1,292.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 998.00	\$ 998.00
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,174.00	\$ 1,174.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 998.00	\$ 998.00
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 3,440.00	\$ 3,440.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1	\$ 2,344.00	\$ 2,344.00
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,374.00	\$ 1,374.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Pre-Action System	2	\$ 567.00	\$ 1,134.00
	5	Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1		
		Grossmont Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	6	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
	7	Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
SDTC	8	Administration Building			
		Annual Testing and Maintenance	1	\$ 472.00	\$ 472.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	9	Data Center (inside Admin Bldg.)			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 394.00	\$ 788.00
	10	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,401.00	\$ 2,401.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	11	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,866.00	\$ 1,866.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	12	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,813.00	\$ 2,813.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3		

Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 4 8/1/27 - 7/31/28	
Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
BRT	Sabre Springs			
	Annual Testing and Maintenance	1	\$ 2,654.00	\$ 2,654.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	UTC			
	Annual Testing and Maintenance	1	\$ 430.00	\$ 430.00
	Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	Semi Annual inspection of Sapphire System	2	\$ 575.00	\$ 1,150.00
	Centerline			
	Annual Testing and Maintenance	1	\$ 652.00	\$ 652.00
	Quarterly Testing and Maintenance	3	\$ 345.00	\$ 1,035.00
	Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 74.00	\$ 888.00
LM	Pyramid Building			
	Annual Testing and Maintenance	1	\$ 3,528.00	\$ 3,528.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	Taxi Admin. Building			
	Annual Testing and Maintenance	1	\$ 1,132.00	\$ 1,132.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
Table I Subtotals				\$ 51,081.00
Table II: AS-NEEDED REPAIRS			Optional Year 4 8/1/27 - 7/31/28	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total
1	Normal (Non-Emergency) Response	200	\$ 225.00	\$ 45,000.00
2	Emergency Response	36	\$ 333.00	\$ 11,988.00
Table II Subtotals:				\$ 56,988.00
**Blended rates / see attached labor rates				
Table III: AS-NEEDED MATERIALS/PARTS			Optional Year 4 8/1/27 - 7/31/28	
Item	Description		% Mark Up	Item Total
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 18,881.00
2	Maximum markup permitted on materials 5%			\$ 566.43
Table III Subtotals:				\$ 19,447.43
**Blended / see attached parts markup				
Grand Total				
			\$	1,181,926.04

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JOHNSON CONTROLS FIRE PROTECTION, LP.

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	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 5 8/1/28 - 7/31/29	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,564.00	\$ 1,564.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Argonite System	2	\$ 646.00	\$ 1,292.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,174.00	\$ 1,174.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 3,440.00	\$ 3,440.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1		
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,374.00	\$ 1,374.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Pre-Action System	2	\$ 567.00	\$ 1,134.00
		Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1		
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 472.00	\$ 472.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	8	Data Center (inside Admin Bldg.)			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 394.00	\$ 788.00
	9	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,401.00	\$ 2,401.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 998.00	\$ 998.00
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,866.00	\$ 1,866.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 998.00	\$ 998.00
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,813.00	\$ 2,813.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3	\$ 1,895.00	\$ 1,895.00

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 5		8/1/28 - 7/31/29	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total		
BRT	12	Sabre Springs					
		Annual Testing and Maintenance	1	\$ 2,654.00	\$ 2,654.00		
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00		
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00		
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 2,067.00	\$ 2,067.00		
	13	UTC					
		Annual Testing and Maintenance	1	\$ 430.00	\$ 430.00		
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00		
		Semi Annual inspection of Sapphire System	2	\$ 575.00	\$ 1,150.00		
	14	Centerline					
		Annual Testing and Maintenance	1	\$ 652.00	\$ 652.00		
		Quarterly Testing and Maintenance	3	\$ 345.00	\$ 1,035.00		
		Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 74.00	\$ 888.00		
LM	15	Pyramid Building					
		Annual Testing and Maintenance	1	\$ 3,528.00	\$ 3,528.00		
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00		
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00		
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 2,239.00	\$ 2,239.00		
	16	Taxi Admin. Building					
		Annual Testing and Maintenance	1	\$ 1,132.00	\$ 1,132.00		
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00		
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00		
		Five Year NFPA Riser-Standpipe Inspection/Test	1	\$ 998.00	\$ 998.00		
	Table I Subtotals				\$ 55,936.00		
	Table II: AS-NEEDED REPAIRS			Optional Year 5		8/1/28 - 7/31/29	
	Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total		
	1	Normal (Non-Emergency) Response	200	\$ 225.00	\$ 45,000.00		
	2	Emergency Response	36	\$ 333.00	\$ 11,988.00		
		Table II Subtotals:				\$ 56,988.00	
	**Blended rates / see attached labor rates						
	Table III: AS-NEEDED MATERIALS/PARTS			Optional Year 5		8/1/28 - 7/31/29	
	Item	Description		% Mark Up	Item Total		
	1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 19,357.00		
	2	Maximum markup permitted on materials 5%			\$ 580.71		
		Table III Subtotals:				\$ 19,937.71	
	**Blended / see attached parts markup						
	Grand Total						
		\$	1,181,926.04				

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

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

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

COST PRICING FOR

JOHNSON CONTROLS FIRE PROTECTION, LP.

Instructions: For Tables I and II, please multiply the *Unit Price* by the corresponding estimated Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the *Up* field for each year. Please multiply the mark up percentage by the *Annual Materials*, amount is the sum of Items 1 and 2 for each year. The *Grand Total* is the sum of the Sub

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 6 8/1/29 - 7/31/30	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,564.00	\$ 1,564.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Argonite System	2	\$ 646.00	\$ 1,292.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,174.00	\$ 1,174.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 3,440.00	\$ 3,440.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1		
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,374.00	\$ 1,374.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Pre-Action System	2	\$ 567.00	\$ 1,134.00
		Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1		
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 472.00	\$ 472.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	8	Data Center (inside Admin Bldg.)			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 394.00	\$ 788.00
	9	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,401.00	\$ 2,401.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,866.00	\$ 1,866.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,813.00	\$ 2,813.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3		

Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 6 8/1/29 - 7/31/30	
Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
BRT	Sabre Springs			
	Annual Testing and Maintenance	1	\$ 2,654.00	\$ 2,654.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	UTC			
	Annual Testing and Maintenance	1	\$ 430.00	\$ 430.00
	Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	Semi Annual inspection of Sapphire System	2	\$ 575.00	\$ 1,150.00
	Centerline			
	Annual Testing and Maintenance	1	\$ 652.00	\$ 652.00
	Quarterly Testing and Maintenance	3	\$ 345.00	\$ 1,035.00
	Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 74.00	\$ 888.00
LM	Pyramid Building			
	Annual Testing and Maintenance	1	\$ 3,528.00	\$ 3,528.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
	Taxi Admin. Building			
	Annual Testing and Maintenance	1	\$ 1,132.00	\$ 1,132.00
	Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
	Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	Five Year NFPA Riser-Standpipe Inspection/Test	1		
Table I Subtotals				\$ 46,741.00
Table II: AS-NEEDED REPAIRS			Optional Year 6 8/1/29 - 7/31/30	
Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total
1	Normal (Non-Emergency) Response	200	\$ 225.00	\$ 45,000.00
2	Emergency Response	36	\$ 333.00	\$ 11,988.00
Table II Subtotals:				\$ 56,988.00
**Blended rates / see attached labor rates				
Table III: AS-NEEDED MATERIALS/PARTS			Optional Year 6 8/1/29 - 7/31/30	
Item	Description		% Mark Up	Item Total
1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 19,848.00
2	Maximum markup permitted on materials 5%			\$ 595.44
Table III Subtotals:				\$ 20,443.44
**Blended / see attached parts markup				
Grand Total				
			\$	1,181,926.04

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COST PRICING FOR

JOHNSON CONTROLS FIRE PROTECTION, LP.

Instructions: For Tables I and II, please multiply the *Unit Price* by the corresponding estimate Totals for each Year to determine the Subtotals for Tables I & II. For Table III, please enter the *Up* field for each year. Please multiply the mark up percentage by the *Annual Materials*, amount is the sum of Items 1 and 2 for each year. The *Grand Total* is the sum of the Sub

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 7 8/1/30 - 7/31/31	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total
SDTI	1	Building A			
		Annual Testing and Maintenance	1	\$ 1,564.00	\$ 1,564.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Argonite System	2	\$ 646.00	\$ 1,292.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	2	Building B			
		Annual Testing and Maintenance	1	\$ 1,174.00	\$ 1,174.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	3	Building C, Yard Tower, Paint Booth			
		Annual Testing and Maintenance	1	\$ 3,440.00	\$ 3,440.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipes Inspection/Test	1		
	4	Grantville Station			
		Annual Testing and Maintenance	1	\$ 1,374.00	\$ 1,374.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Semi Annual inspection of Pre-Action System	2	\$ 567.00	\$ 1,134.00
		Five Year NFPA Riser-Standpipe Inspection/Test (Last performed August 2012)	1		
	5	Grossmont Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
	6	Fashion Valley Station			
		Annual Testing and Maintenance	1	\$ 335.00	\$ 335.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
SDTC	7	Administration Building			
		Annual Testing and Maintenance	1	\$ 472.00	\$ 472.00
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00
	8	Data Center (inside Admin Bldg.)			
		Semi Annual inspection of (1) FM200 Fire	2	\$ 394.00	\$ 788.00
	9	RAM Building			
		Annual Testing and Maintenance	1	\$ 2,401.00	\$ 2,401.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	10	Service Lanes			
		Annual Testing and Maintenance	1	\$ 1,866.00	\$ 1,866.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00
		Five Year NFPA Riser-Standpipe Inspection/Test	1		
	11	KMD Maintenance Building			
		Annual Testing and Maintenance	1	\$ 2,813.00	\$ 2,813.00
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00
		Five Year NFPA Riser-Standpipe Inspection/Test	3		

	Table I: FIRE ALARM TESTING AND MAINTENANCE			Optional Year 7		8/1/30 - 7/31/31	
	Item	Location	Qty./No. of Visit(s)	Unit Price	Item Total		
BRT	12	Sabre Springs					
		Annual Testing and Maintenance	1	\$ 2,654.00	\$ 2,654.00		
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00		
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00		
		Five Year NFPA Riser-Standpipe Inspection/Test	1				
	13	UTC					
		Annual Testing and Maintenance	1	\$ 430.00	\$ 430.00		
		Quarterly Testing and Maintenance	3	\$ 230.00	\$ 690.00		
		Semi Annual inspection of Sapphire System	2	\$ 575.00	\$ 1,150.00		
	14	Centerline					
		Annual Testing and Maintenance	1	\$ 652.00	\$ 652.00		
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		Monthly Fire Alarm Monitoring (2 Panels)	12	\$ 74.00	\$ 888.00		
LM	15	Pyramid Building					
		Annual Testing and Maintenance	1	\$ 3,528.00	\$ 3,528.00		
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00		
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00		
		Five Year NFPA Riser-Standpipe Inspection/Test	1				
	16	Taxi Admin. Building					
		Annual Testing and Maintenance	1	\$ 1,132.00	\$ 1,132.00		
		Quarterly Testing and Maintenance	3	\$ 288.00	\$ 864.00		
		Monthly Fire Alarm Monitoring	12	\$ 37.00	\$ 444.00		
		Five Year NFPA Riser-Standpipe Inspection/Test	1				
	Table I Subtotals				\$ 46,741.00		
	Table II: AS-NEEDED REPAIRS			Optional Year 7			
	Item	Description	Est. Qty/Annual No. of Hours	Unit Price	Item Total		
	1	Normal (Non-Emergency) Response	200	\$ 225.00	\$ 45,000.00		
	2	Emergency Response	36	\$ 333.00	\$ 11,988.00		
		Table II Subtotals:				\$ 56,988.00	
	**Blended rates / see attached labor rates						
	Table III: AS-NEEDED MATERIALS/PARTS			Optional Year 7 8/1/30 - 7/31/31			
	Item	Description		% Mark Up	Item Total		
	1	Annual Materials/Parts Allowance/Blended-see attached/Parts M		3%	\$ 20,353.00		
	2	Maximum markup permitted on materials 5%			\$ 610.59		
		Table III Subtotals:				\$ 20,963.59	
	**Blended / see attached parts markup						
	Grand Total						
		\$	1,181,926.04				

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

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1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
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Agenda Item No. 14

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

Draft for
Executive Committee
Review Date: 07/15/2021

SUBJECT:

INCREASED AUTHORIZATION FOR LEGAL SERVICES CONTRACTS TO PAY
PROJECTED EXPENSES IN FISCAL YEAR 2022

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute amendments to the legal services contracts described herein increasing the dollar amounts of fifteen (15) legal services contracts by \$1,590,000 to cover anticipated Fiscal Year 2022 (FY 22) expenses.

Budget Impact

The total budget for the 15 contracts shall not exceed \$6,421,016.61. This project is funded by Risk & Claims (633010, 633014, 633016, 905010, 905014, 905016) Land Management, (791010), General Counsel (121010), Human Resources (711010), San Diego Transit Pension Plan and the San Diego & Arizona Eastern Railway (SD&AE), (771017)

DISCUSSION:

On October 11, 2018, the Board established a panel of qualified law firms to assist MTS, San Diego Trolley, Inc. (SDTI) and San Diego Transit Corporation (SDTC) with various legal matters on an as-needed basis. Thereafter, MTS began contracting with the approved firms for designated amounts. The firms provide different specialties of law, such as tort liability, workers' compensation, employment practices, real estate/land management, environmental and taxation. Fifteen of these firms will require contract increases to pay current and anticipated legal expenses in FY 22.

MTS currently employs two in-house attorneys: General Counsel and a Staff Attorney. The General Counsel position represents the Board at public meetings, sits on the executive management team, supervises the Risk and Internal Audit departments and



handles various legal matters such as review of contracts, real estate transactions, public records requests, Brown Act compliance, regulatory compliance, ethics questions, and oversight of various outside counsel assignments. The Staff Attorney position focuses on various regulatory compliance matters, For Hire Vehicle Program Administration, Title VI and DBE compliance, procurement compliance, and other matters in support of the Agency and the General Counsel. The legal services panel is used on an as-needed basis to provide expert advice on various matters such as public contracting requirements, taxation, environmental compliance, labor and employment, federal railroad law and other specialized areas of the law where MTS does not have sufficient in-house expertise or capacity. MTS also assigns all litigation matters to outside counsel.

Legal services needs are estimated every year during the MTS budget process. Each department or capital project that may incur legal fees evaluates ongoing matters and upcoming projects or cases and builds the estimated legal services costs into each department's budget. Most legal services costs are born by the Risk Department (for tort liability and workers' compensation cases), the Human Resources Department (for labor and employment advice and litigation), and the Legal Department (for general advice and special projects). Storm water compliance matters are billed to the Storm Water Department budget, matters related to the San Diego Transit Pension Plan are paid for by the Plan, and matters involving the Desert Line or legal issues related to property owned by the San Diego & Arizona Eastern Railroad entity (SD&AE) are billed to the SD&AE budget.

After the budget is approved, and at the start of the fiscal year, each department looks at the applicable law firm contracts for matters that are overseen by that department. If it appears that there is sufficient Board-authorized funding on a law firm contract to handle the anticipated needs for the fiscal year (as determined during the budget process), then no action is taken on the contract. If the contract funding is below the estimated needs for the new fiscal year, then a contract amendment adding funding is processed according to Board Policy 41. The contracts proposed for today's action require Board authority under Board Policy 41.

The contract increases are based upon each firm's current caseload, the likelihood that a particular case may go to trial, and anticipated future litigation assigned to these firms in the current fiscal year. The following table includes the contracts needing Board approval to increase the dollar amount for legal services contracts for FY 22:

#	Firm Name	Area of Law	Contract No.	Current Contract Amount (since 1/1/2019)	Proposed Increase Amount	Total Contract Amount (since 1/1/2019)	Att #
1	Dean Gazzo Roistacher	Tort Liability	G2204.4-19	\$250,000	\$60,000	\$310,000	A
2	Duane Morris	Financial/ Pension	G2211.0-19	\$58,625.46	\$30,000	\$88,625.46	B
3	Floyd Skeran Manukian Langevin	Workers' Compensation	G2215.2-19	\$175,000	\$100,000	\$275,000	C
4	Horton Oberrecht & Kirkpatrick	Tort Liability	G2326.1-20	\$75,000	\$175,000	\$250,000	D
5	Kegal Tobin & Truce	Workers' Compensation	G2245.2-19	\$125,000	\$70,000	\$195,000	E
6	Laughlin Falbo Levy & Moresi	Workers' Compensation	G2216.3-19	\$261,911.71	\$125,000	\$386,911.71	F
7	Leidle & Larson	Tort Liability	G2205.2-19	\$557,296.81	\$50,000	\$607,296.81	G
8	Law Offices of Eldon Floyd	Workers' Compensation	G2214.2-19	\$100,000	\$75,000	\$175,000	H
9	Law Offices of Mark Barber	Workers' Compensation	G2217.3-19	\$176,533.45	\$75,000	\$251,533.45	I
10	Law Offices of Michael Ripley	Tort Liability	G2206.2-19	\$496,666.90	\$100,000	\$596,666.90	J
11	Paul Plevin Sullivan & Connaughton	Labor & Employment	G2203.4-19	\$544,083.81	\$200,000	\$744,083.81	K
12	Ryan Carvalho	Tort Liability	G2207.2-19	\$488,877.22	\$125,000	\$613,877.22	L
13	Trovillion Inveiss & Demakis	Workers' Compensation	G2218.1-19	\$145,173.24	\$80,000	\$225,173.24	M
14	Tyson & Mendes	Tort Liability	G2208.3-19	\$514,478.92	\$50,000	\$564,478.92	N
15	Wheatley Bingham & Baker	Tort Liability	G2209.2-19	\$862,369.09	\$275,000	\$1,137,369.09	O
Totals				\$4,831,016.61	\$1,590,000	\$6,421,016.61	

Individual cases are assigned to a given firm based on the subject area of the case, the expertise of a particular law firm, the capacity of the firm to handle the case, and the number of MTS cases already being handled by that firm. Adding funding authority does not guarantee that MTS will assign a case to a particular law firm, or otherwise limit MTS's ability to determine the best firm on MTS's Board-approved legal services panel to handle a particular matter. If the anticipated need is not realized, then the excess funding authority will be carried over to the next fiscal year.

Therefore, staff recommends that the MTS Board authorize the CEO to execute amendments to the legal services contracts described above, increasing the dollar amount of fifteen (15) legal services contracts by \$1,590,000.00 to cover anticipated fiscal year 2022 (FY 22) expenses. (Attachments A-O provide details on the proposed contract increases.)

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments:

- A. Contract Amendment G2204.4-19 (Dean Gazzo Roistacher)
- B. Contract Amendment G2211.1-19 (Duane Morris)
- C. Contract Amendment G2215.2-19 (Floyd Skeran Manukian Langevin)
- D. Contract Amendment G2326.0-20 (Horton Oberrecht & Kirkpatrick)
- E. Contract Amendment G2245.2-19 (Kegal Tobin & Truce)
- F. Contract Amendment G2216.3-19 (Laughlin Falbo Levy & Moresi)
- G. Contract Amendment G2205.2-19 (Leidle Larson)
- H. Contract Amendment G2214.2-19 (Law Offices of Eldon Floyd)
- I. Contract Amendment G2217.3-19 (Law Offices of Mark Barber)
- J. Contract Amendment G2206.2-19 (Law Offices of Michael Ripley)
- K. Contract Amendment G2203.4-19 (Paul Plevin Sullivan & Connaughton)
- L. Contract Amendment G2207.2-19 (Ryan Carvalho)
- M. Contract Amendment G2218.1-19 (Trovillion, Inveiss & Demakis)
- N. Contract Amendment G2208.3-19 (Tyson & Mendes)
- O. Contract Amendment G2209.2-19 (Wheatley Bingham & Baker)

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

Amendment 4

Effective Date: June 29, 2021

MTS Doc No. G2204.4-19

LEGAL SERVICES – GENERAL COUNSEL REGARDING LIABILITY

Dean Gazzo Roistacher, LLP
Mr. Scott Noya
Partner
462 Stevens Ave, Suite 201
Solana Beach, CA, 92075-2099

This shall serve as Amendment No.4 to the original agreement G2204.0-19 as further described below.

SCOPE

There is no change to the scope of work.

SCHEDULE

There is no change to the contract schedule.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$60,000. The total value of this contract including this amendment shall be in the amount of \$310,000. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Mr. Scott Noya, Partner

Dean Gazzo Roistacher, LLP

Date: _____

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

Amendment 1

Effective Date: June 29, 2021

MTS Doc No. G2211.1-19

FINANCE LEGAL SERVICES

Duane Morris LLP
Lisa C. Merrill Attorney
750 B Street
San Diego, CA, 92101

This shall serve as Amendment No.1 to the original agreement G2211.1-19 as further described below.

SCOPE

There is no change to the scope of work.

SCHEDULE

There is no change to the contract schedule.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$30,000. The total value of this contract including this amendment shall be in the amount of \$88,625.46. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Lisa C. Merrill, Attorney

Duane Morris LLP

Date: _____

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

Amendment 2

Effective Date: June 29, 2021

MTS Doc No. G2215.2-19

LEGAL SERVICES – WORKERS’ COMPENSATION

Floyd Skeren Maukian Lagevin, LLP
Thomas M. Skeren, Jr.
Sr. Partner
7525 Metropolitan Drive, Suite 304
San Diego, CA, 92108

This shall serve as Amendment No.2 to the original agreement G2215.0-19 as further described below.

SCOPE

There is no change to the scope of work.

SCHEDULE

There is no change to the contract schedule.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$100,000. The total value of this contract including this amendment shall be in the amount of \$275,000. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Thomas M. Skeren, Jr., Sr. Partner
Floyd Skeren Maukian Lagevin, LLP

Date: _____

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

Amendment 1

Effective Date: June 29, 2021

MTS Doc No. G2326.1-20

LEGAL SERVICES

Horton, Oberrecht, Kirkpatrick & Martha
Kimberly S. Oberrecht, Esq. Managing Partner
101 W. Broadway, Suite 600
San Diego, CA, 92101

This shall serve as Amendment No.1 to the original agreement G2326.0-20 as further described below.

SCOPE

There shall be no changes to the scope of work of this contract.

SCHEDULE

There shall be no changes to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$175,000. The total value of this contract including this amendment shall be in the amount of \$250,000. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Kimberly S. Oberrecht, Esq.,
Managing Partner
Horton, Oberrecht, Kirkpatrick &
Martha

Date: _____

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

Amendment 2

Effective Date: June 29, 2021

MTS Doc No. G2245.2-19

LEGAL SERVICES – WORKERS’ COMPENSATION

Kegel, Tobin & Truce, APC
Fiona Woon
Managing Shareholder
5333 Mission Center Road, #356
San Diego, CA, 90076-0907

This shall serve as Amendment No.2 to the original agreement G2245.0-19 as further described below.

SCOPE

There shall be no change to the scope of work.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$70,000. The total value of this contract including this amendment shall be in the amount of \$195,000. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Fiona Woon, Managing
Shareholder
Kegel, Tobin & Truce, APC

Date: _____

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

Amendment 3

Effective Date: June 29, 2021

MTS Doc No. G2216.3-19

LEGAL SERVICES – WORKERS' COMPENSATION

Laughlin, Falbo, Levy & Moresi LLP
Marijo Kuperman, Esq.
Managing Partner
600 B Street, Suite 2300
San Diego, CA, 92101

This shall serve as Amendment No.3 to the original agreement G2216.0-19 as further described below.

SCOPE

There shall be no change to the scope of work.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$125,000. The total value of this contract including this amendment shall be in the amount of \$386,911.71. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Marijo Kuperman, Esq.,
Managing Partner
Laughlin, Falbo, Levy & Moresi LLP

Date: _____

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

Amendment 2

Effective Date: June 29, 2021

MTS Doc No. G2205.2-19

LEGAL SERVICES – GENERAL LIABILITY, LABOR AND EMPLOYMENT LAW, CONSTRUCTION CONTRACTS AND CLAIMS, AMERICANS WITH DISABILITIES ACT (ADA), AND CIVIL RIGHTS

Liedle, Larson & Vail, LLP
Matthew J. Liedle
Managing Partner
12520 High Bluff Dr., Suite 200
San Diego, CA, 92130

This shall serve as Amendment No.2 to the original agreement G2205.0-19 as further described below.

SCOPE

There shall be no change to the scope of work.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$50,000. The total value of this contract including this amendment shall be in the amount of \$607,296.81. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Matthew J. Liedle,
Managing Partner
Liedle, Larson & Vail, LLP

Date: _____

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

Amendment 2

Effective Date: June 29, 2021

MTS Doc No. G2214.2-19

LEGAL SERVICES – WORKERS’ COMPENSATION

Eldon L. Floyd & Associates
Eldon Floyd
Managing Attorney/Owner
7710 Hazard Center Drive, E-124
San Diego, CA, 92108

This shall serve as Amendment No.2 to the original agreement G2214.0-19 as further described below.

SCOPE

There shall be no change to the scope of work.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$75,000. The total value of this contract including this amendment shall be in the amount of \$175,000. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Eldon Floyd,
Managing Attorney/Owner
Eldon L. Floyd & Associates

Date: _____

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

Amendment 3

Effective Date: June 29, 2021

MTS Doc No. G2217.3-19

LEGAL SERVICES – WORKERS’ COMPENSATION

Law Offices of Mark H. Barber
Mark H. Barber
Managing Attorney/Owner
2727 Camino del Rio South, Suite 220
San Diego, CA, 92108

This shall serve as Amendment No.3 to the original agreement G2217.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There shall be no changes to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$75,000. The total value of this contract including this amendment shall be in the amount of \$251,533.45. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Mark H. Barber,
Managing Attorney/Owner
Law Offices of Mark H. Barber

Date: _____

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

Amendment 2

Effective Date: June 29, 2021

MTS Doc No. G2206.2-19

LEGAL SERVICES – GENERAL AND TORT LIABILITY

Law Offices of Michael E. Ripley
Michael Ripley
Attorney/Proprietor
12520 High Bluff Dr., Suite 110
San Diego, CA, 92130

This shall serve as Amendment No.2 to the original agreement G2206.0-19 as further described below.

SCOPE

There is no change to the scope of work.

SCHEDULE

There is no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$100,000. The total value of this contract including this amendment shall be in the amount of \$596,666.90. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Michael Ripley,
Attorney/Proprietor
Law Offices of Michael E. Ripley

Date: _____

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

Amendment 4

Effective Date: June 29, 2021

MTS Doc No. G2203.4-19

LEGAL SERVICES – LABOR AND EMPLOYMENT, ADA, CIVIL RIGHTS AND PUBLIC ENTITY

Paul, Plevin, Sullivan, and Connaughton, LLP
J. Rod Betts
Partner
101 West Broadway, 9th Floor
San Diego, CA, 92101

This shall serve as Amendment No.4 to the original agreement G2203.0-19 as further described below.

SCOPE

There shall be no change to the scope of work of this contract.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000. The total value of this contract including this amendment shall be in the amount of \$744,083.81. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

J. Rod Betts, Partner
Paul, Plevin, Sullivan, and
Connaughton, LLP

Date: _____

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

Amendment 2

Effective Date: June 29, 2021

MTS Doc No. G2207.2-19

LEGAL SERVICES – GENERAL LIABILITY, LABOR EMPLOYMENT, CONSTRUCTION AND
INSURANCE LAW

Ryan Carvalho LLP
Norman Ryan
Attorney
8989 Rio San Diego Drive, Suite
368 San Diego, CA, 92130

This shall serve as Amendment No.2 to the original agreement G2207.0-19 as further described below.

SCOPE

There shall be no change to the scope of work of this contract.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$125,000. The total value of this contract including this amendment shall be in the amount of \$613,877.22. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Norman Ryan, Attorney

Ryan Carvalho LLP

Date: _____

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

Amendment 1

Effective Date: June 29, 2021

MTS Doc No. G2218.1-19

LEGAL SERVICES – WORKERS’ COMPENSATION

Trovillion, Inveiss & Demakis
Nicole Demakis
Partner
1455 Frazee Road, Suite 650
San Diego, CA, 92108

This shall serve as Amendment No.1 to the original agreement G2218.0-19 as further described below.

SCOPE

There shall be no change to the scope of work of this contract.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$80,000. The total value of this contract including this amendment shall be in the amount of \$225,173.24. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Nicole Demakis, Partner

Trovillion, Inveiss & Demakis

Date: _____

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

Amendment 3

Effective Date: June 29, 2021

MTS Doc No. G2208.3-19

LEGAL SERVICES – LIABILITY LAW

Tyson & Mendes, LLP
Patrick Mendes Founding
Partner
5661 La Jolla Blvd.
San Diego, CA, 92037

This shall serve as Amendment No.3 to the original agreement G2208.0-19 as further described below.

SCOPE

There is no change to the scope of work of this contract.

SCHEDULE

There is no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$50,000. The total value of this contract including this amendment shall be in the amount of \$564,478.92. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Patrick Mendes,
Founding Partner
Tyson & Mendes, LLP

Date: _____

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

Amendment 2

Effective Date: June 29, 2021

MTS Doc No. G2209.2-19

LEGAL SERVICES – GENERAL & TORT LIABILITY

Wheatley Bingham & Baker, LLP
Roger P. Bingham
Partner
462 Stevens Ave. Suite 109
Solana Beach, CA, 92075

This shall serve as Amendment No.2 to the original agreement G2209.0-19 as further described below.

SCOPE

There shall be no change to the scope of work of this contract.

SCHEDULE

There shall be no change to the schedule of this contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$275,000. The total value of this contract including this amendment shall be in the amount of \$1,137,369.09. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Roger P. Bingham, Partner

Wheatley Bingham & Baker, LLP

Date: _____



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

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS COMMITTEE

July 29, 2021

Draft for
Executive Committee
Review Date: 07/15/2021

SUBJECT:

SAN DIEGO METROPOLITAN TRANSIT SYSTEM REGIONAL SCHEDULING
SYSTEM HASTUS VERSION 2021 UPGRADE AND PURCHASE OF THE BIDWEB
MODULE - SOLE SOURCE

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2494.0-21 (in substantially the same format as Attachment A) with GIRO for the HASTUS software, licensing and upgrade to version 2021, purchase of BidWeb module and first-year maintenance support services in the amount of \$2,064,180.00

Budget Impact

The total budget for this project shall not exceed \$2,064,180.00. The project will be funded by the Information Technology (IT) Operating Budget account 661010-571250 for first-year maintenance support and Capital Improvement Program (CIP) 3009115001 for the HASTUS Upgrade to version 2021 and Purchase of BidWeb Module installation and implementation. Funding for the agreement would be paid by MTS and North County Transit District (NCTD) as shown below. The cost-sharing between the two agencies is governed by a Memorandum of Understanding (MOU) between MTS and NCTD.

MTS AND NCTD COST- SHARING BREAKDOWN				
MTS:	CIP FY22 1197	\$1,582,289	NCTD:	\$193,377
MTS:	Operating Budget FY21	\$288,514	NCTD:	
MTS Total Share:		\$1,870,803	NCTD Total Share:	\$193,377

Total Initial Agreement: (MTS & NCTD): **\$2,064,180.00**



DISCUSSION:

MTS and NCTD are currently using contractor GIRO to provide HASTUS scheduling software for the Regional Scheduling System (RSS). RSS is a regional fixed-bus route and rail-scheduling system. The system provides the regional transit agencies with the necessary tools to build efficient timetables and vehicle and crew schedules for Bus and Rail Operations. It also supports operator bid processing and supports the physical dispatching of bus drivers and train operators. Each year, GIRO provides a new version of HASTUS with additional and upgraded features, usability improvements, and updated algorithms.

In 2003, GIRO was selected through a Request for Proposals (RFP). Since then, GIRO has provided annual maintenance and support for both agencies. An existing MOU outlines the responsibilities for each agency, cost-sharing and invoice payment procedures.

Currently, both agencies are using HASTUS version 2014 software that was upgraded in 2013. MTS and NCTD are looking to upgrade to version 2021, which will increase productivity, provide upgraded algorithms for creating work, add electric bus scheduling, and add bidding by web for bus operators, among other improvements.

This software upgrade will be a sole source agreement with GIRO. MTS and NCTD have made a significant investment in software, training, and workflow to use the HASTUS system and the HASTUS software is proprietary. GIRO owns all codes and intellectual rights. This sole source agreement is necessary to continue the work to upgrade the HASTUS Scheduling System. Awarding another contractor to create a new regional scheduling system would substantially duplicate costs that are not expected to be recovered through competition.

Staff evaluated the proposed price for the upgrade against the independent cost estimate and determined that the proposed pricing was fair and reasonable. The upgrade and annual maintenance prices are in-line with previous costs charged by GIRO.

Therefore, staff recommends that the Board authorize the CEO to execute MTS Doc. No. G2494.0-21 (in substantially the same format as Attachment A) with GIRO for the HASTUS software, licensing and upgrade to version 2021, purchase of BidWeb module and first-year maintenance support services in the amount not to exceed \$2,064,180.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc. No. G2494.0-21
B. Scope of Work & Cost Summary

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

**STANDARD AGREEMENT
 FOR
 MTS DOC. NO. G2494.0-21
 REGIONAL SCHEDULING SYSTEM- HASTUS SOFTWARE UPGRADE AND BID WEB MODULE
 SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: GIRO Inc. Address: 75, rue de Port-Royal Est,
Montreal (Quebec) Canada H3L
City State Zip
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: Jean.Aubin@giro.ca
 Telephone: +1514.383.0404
 Authorized person to sign contracts Jean Aubin President
Name Title

The Contractor agrees to provide HASTUS Regional Scheduling System Software Upgrade, maintenance, support and BidWeb Module services as specified in the conformed Scope of Work (Exhibit A), Contractor's Cost Proposal (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), and Federal Requirements (Exhibit D), with the signed MTS Forms-GIRO Inc. (Exhibit E).

The contract term is for up to fourteen months (14) period and shall be effective August 1, 2021 through September 30, 2022 .

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$2,064,180.00 without the express written consent of MTS.

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



May 14, 2021

Mr. Devin Braun
Director of Transportation
San Diego Metropolitan Transit System
1255 Imperial Avenue
Suite 1000
San Diego, CA 92101-7492
USA

Subject: Proposal for **HASTUS™** upgrade to version 2021 and additional **BidWeb** module

Dear Mr. Braun:

As per your request, GIRO Inc. is pleased to submit to San Diego Metropolitan Transit System (MTS) the following proposal for upgrading your current **HASTUS** installation from version 2014 to version 2021. This includes the following modules: **Vehicle**, **Crew**, **CrewOpt**, **MinBus**, **Geo**, **Roster**, **HASTOP**, **Bid**, **DailyCrew**, **DailyVehicle**, **EPM**, **SelfService** and **ATP**.

This proposal also includes **BidWeb** as a new module for MTS.

- **BidWeb** allows employees to register their selections remotely, reducing costs of bidding while providing your employees with a better bidding environment.

A more detailed description of this additional module can be found in Appendix A.

New features

A summarized list of new functionalities and features incorporated into successive **HASTUS** releases from version 2015 to version 2021 is attached. Should any specific new development(s) be a key consideration in your planning, please let GIRO know, as the services proposed herein only cover MTS's current set of functionalities.

Work and services

When estimating the level of services required for the upgrade and module addition, we took the following into account:

- Project management: work required by the project manager to organize the project, supervise the project team, and prepare status reports for MTS and GIRO management.

- Specifications: starting from the approved specifications of your current **HASTUS 2014** version, work will include validating that the requirements are the same for the upgraded version and identifying adjustments required to the customized and configured items to incorporate them into the new version. This upgrade proposal only includes migration of customization and configured items found in MTS's **HASTUS 2014** version.

For the new **BidWeb** module to be added with the upgrade, work on specifications will include defining precisely how the new module will be configured, as well as defining the configuration to initialize relevant variables and rules. Based on an evaluation of MTS round(s) of bidding, GIRO has included work and services needed for version 2021 in this proposal. If out-of-scope customizations are required to **BidWeb**, they will be at an additional cost.

- Migration of your existing configuration and customizations to the new version. Several features in your current version were customized or configured. Some of these customized or configured features have also evolved in recent versions. Consequently, they must be carefully inspected with the intent to transfer relevant customizations while providing all the new **HASTUS** features.

With each change of version, the **HASTUS** cost function, rules, and parameters need to be updated and **CrewOpt**, **Roster** and **MinBus** solutions calibrated to ensure that the automatic solutions meet your requirements.

- Interfaces developed by GIRO will also be adapted to support the new version. Interfaces developed by MTS are under the responsibility of MTS. Any support related to these interfaces will be handled as a change request. Similarly, in the eventuality that MTS wants GIRO to take ownership of some or all of these interfaces, it would be at an additional cost and would be handled as a change request.
- Testing prior to delivery, where customized features are tested using a representative set of the MTS data.
- Training sessions where your staff will be taught how to use the new features and functionalities of the upgraded modules. If specific new features are key to this upgrade, we recommend that they be brought to our attention to confirm that they do not require additional implementation services.

All training sessions are planned with your **HASTUS** installation, using a hands-on, train-the-trainer methodology. The proposed training applies to a group of up to 8 people maximum.

- Implementation support: time our staff will devote to answering questions about functionality and advising users on how to use the application most effectively in their context.
- Technical support and training for **HASTUS** installations: GIRO's technical team will provide technical support and training on installing the new **HASTUS** version. The initial installation of the new **HASTUS** version will be performed by GIRO and all other installations/updates will be performed by MTS.

The following specifications, training or support sessions are planned:

Activity	Days
Specifications - Operations	5
Training - New features for Scheduling	5
Training - New features for Operations	5
Training – BidWeb for Operations	5
Total	20

Table 1 – Planned sessions

At any given time, GIRO and MTS can plan for additional sessions. Services provided during those sessions will be charged in addition to this cost proposal using rates found in the effective price list. Applicable travel expenses will be charged accordingly.

Project planning

Work would start in Montréal approximately **six (6) to eight (8)** weeks after receiving your formal approval with the signed amended license.

Project duration

It is estimated that **twelve (12) to fourteen (14) months** will be required to complete the project, with the precise schedule to be agreed at project initiation. If any optional services or modules are purchased, a project plan will be agreed upon, following the upgrade.

The project includes the following phases:

- Phase I – Scheduling modules upgrade.
- Phase II – Operations modules upgrade.
- Subsequent phase – Addition of **BidWeb**

Project acceptance

Acceptance is reached when MTS provides acceptance confirmation or no later than fourteen (14) days following work completion and customized software delivery, whichever occurs first. In addition, the software is deemed accepted once used in an operational or “production” context. A single acceptance milestone has been planned for each phase of the project.

Licenses

GIRO's License Agreement governs the use of GIRO's proprietary **HASTUS** software by MTS. The **HASTUS** license is perpetual in nature, so the License Agreement is intended to survive the duration of the implementation project and continue throughout the years in which the warranty and subsequent Maintenance and Support Contracts remain in effect.

The maximum number of **HASTUS** users or concurrent sessions has no impact on **HASTUS** license fees. However, the limit should be set to a reasonable number to reduce the risk of non-authorized access to the software and data.

As your current version is **HASTUS 2014**, under the applicable licensing policy, a license fee of 50% of the regular license fee will apply for this upgrade to version 2021, based on the following calculation: 10% per year, starting with the third year, up to a maximum of 50%.

A new upgrade policy will apply to the maintenance and support contract for your upgraded version of **HASTUS**. In keeping with standard practice throughout the software industry, once the proposed upgrade to **HASTUS 2021** has been completed, an uninterrupted **HASTUS** Maintenance and Support Contract will provide access to future **HASTUS** upgrades without additional licensing costs when the upgrade is performed, providing increased flexibility in planning upgrade cycles. MTS may choose to upgrade to a newer version of the software whenever it is convenient or advantageous to do so. The only costs remaining to be paid by MTS at the time of a future upgrade will be the implementation costs, covering services and expenses, which will be assessed by GIRO using the rates then in effect.

For more information on the benefits of the applicable licensing policy, please see Appendix B.

Maintenance and Support

All maintenance and support services are provided from our Montréal offices.

Under the maintenance contract, technical issues are addressed by our **HASTUS** service desk, while functional issues are addressed by your assigned project manager with the help of his or her project team.

Support is provided by phone and email, with remote diagnostics available if required. New releases are delivered via FTP and are installed in a test and training environment before being moved to the production environment.

Upon acceptance of the updated **HASTUS** installation, the cost of the Maintenance and Support Contract will be revised as required. Table 2 and Table 3 outline the estimated maintenance cost for the next year given the purchase of **HASTUS** version 2021 and the optional module proposed. As of today, MTS has elected to purchase 18 maintenance days every year and this is accounted for in the maintenance estimates below.

Assuming MTS acquires the proposed version 2021 upgrade, the new maintenance and support policy would be applied the following year, at the annual Maintenance and Support Contract renewal planned for July 1, 2022. Once the new policy is in effect in your Maintenance and Support Contract, upgrade license fees for future upgrades will have already been covered.

Mr. Braun

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2021-05-14

Cost Summary

Upgrade cost

The following table presents the cost to upgrade MTS's **HASTUS** installation to version 2021 given the existing configurations and customizations in MTS's current 2014 installation.

Expenses include air fare, transportation, hotel, meals, and incidentals.

Description	Current Scheduling modules ¹	Current Operations modules ²	Total
License	\$509,488	\$214,680 ³	\$724,168
Services and expenses	\$261,015	\$519,950	\$780,965
Total	\$770,503	\$734,630	\$1,505,133
Annual Maintenance and Support estimated costs – Year 2022 ⁴	\$312,205		\$312,205

Table 2 – Upgrade cost – **HASTUS 2021**.

Notes:

1. 700 Peak Vehicles. Modules **Vehicle, Crew, CrewOpt, MinBus, Geo, Roster, HASTOP, and ATP**.
2. 300 Peak Vehicles. Modules **DailyCrew, DailyVehicle, Bid, SelfService, and EPM**.
3. Includes licensing for 450 non-drivers.
4. The annual maintenance and support costs include 18 maintenance days and the new policy for annualized licensing.

BidWeb additional module

Description	BidWeb
License fees (300 peak vehicles)	\$ 37,080
Services and expenses	\$193,060
Total	\$230,140
Annual Maintenance and Support estimated costs – Year 2022	\$10,452

Table 3 – Cost for additional module - **BidWeb**

Cost breakdown

The costs displayed above are constructed based on our 2021 prices with the following rates:

Description	Daily rate
Rate 1 – Program Manager/Business Analyst/Trainer/Algorithm Specialist	\$1,760
Rate 2 – Senior Analyst	\$1,405
Rate 3 – Analyst/Programmer	\$1,130

Table 4 – Table of rates for **HASTUS 2021** upgrade

Mr. Braun

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2021-05-14

The table below breaks down the cost by rates and the days associated for MTS 2021 upgrade.

Description	Scheduling			Operations			Online Bidding		
	Rate 1	Rate 2	Rate 3	Rate 1	Rate 2	Rate 3	Rate 1	Rate 2	Rate 3
Project management	\$40,480 (23 days)	-	-	\$84,480 (48 days)	-	-	\$26,400 (15 days)	\$8,430 (6 days)	-
Specifications	\$14,080 (8 days)	\$9,835 (7 days)	-	\$21,120 (12 days)	\$16,860 (12 days)	-	\$7,040 (4 days)	\$11,240 (8 days)	\$6,780 (6 days)
Training	\$17,600 (10 days)	-	-	\$48,480 (23 days)	-	-	\$8,800 (5 days)	-	-
Support	\$3,520 (2 days)	\$5,620 (4 days)	\$11,300 (10 days)	\$10,560 (6 days)	\$16,860 (12 days)	\$10,170 (9 days)	\$5,280 (3 days)	\$7,025 (5 days)	\$3,390 (3 days)
Configuration	\$12,320 (7 days)	\$19,670 (14 days)	\$15,820 (14 days)	\$51,040 (29 days)	\$85,705 (61 days)	\$70,060 (62 days)	\$15,840 (9 days)	\$32,315 (23 days)	\$46,330 (41 days)
Calibration	\$52,800 (30 days)	-	-	\$8,800 (5 days)	-	-	-	-	-
Tests	\$1,760 (1 day)	28,100 (20 days)	\$24,860 (22 days)	\$3,520 (2 days)	\$51,985 (37 days)	\$41,810 (37 days)	\$1,760 (1 day)	\$2,810 (2 days)	\$4,520 (4 days)
Total	\$142,560 (81 days)	\$63,225 (45 days)	\$51,980 (46 days)	\$220,000 (125 days)	\$171,410 (122 days)	\$122,040 (108 days)	\$65,120 (37 days)	\$61,820 (44 days)	\$61,020 (54 days)
	\$257,765 (172 days)			\$513,450 (355 days)			\$187,960 (135 days)		

Table 5 – Cost breakdown

Escrow fees

The following table describes the escrow fees for MTS. These fees are based on our 2021 prices.

Description	Total
Escrow annual fee	\$ 1,250
Escrow update fee ¹	\$5,000
Total	\$6,250

Table 6 – Escrow costs

Note:

1. With MTS upgrading to **HASTUS 2021**, MTS may choose to upgrade its source code in escrow from version 2014 to version 2021.

Conditions

1. This is a fixed-cost proposal in US dollars based on our 2021 price list. All prices quoted herein are exclusive of any taxes that may apply. Calculating and remitting any applicable taxes would be the responsibility of MTS.
2. This proposal is valid until July 31, 2021.
3. Your current **HASTUS** license would be amended to reflect the new installed version. It is assumed that the number of peak vehicles would not exceed the number currently authorized by your license. If you wish to proceed with an increase in the number of peak vehicles, please contact GIRO.
4. In its evaluation of upgrade work and services, GIRO assumes that operational requirements remain unchanged since the previous **HASTUS** implementation. Therefore, and unless otherwise stated, any supplemental services required to take MTS's specific or new requirements into account (for example: configuration and/or calibration efforts related to a change in work rules) will be quoted separately.
5. A new software access control method has been introduced with the **HASTUS 2015** and subsequent versions. The physical (USB) control key is no longer used. It has been replaced by an encrypted licence file key according to your IT infrastructure.
6. There is no warranty on the software upgrade, since it is covered by the existing Maintenance and Support Contract.
7. For the new **BidWeb** module, a three-month warranty is included in the cost and it takes effect on the acceptance date of each new module. The Maintenance and Support Contract will cover **BidWeb** when the warranty period expires.
8. Travel expenses, for one person, are estimated at \$1,150 per trip and \$350 per day.
GIRO reserves the right to review expenses fees considering changing market conditions.
GIRO shall provide justification to MTS for any such price adjustment.
9. This proposal does not include any related hardware or upgrades to system-software, such as, but not limited to, Windows® or Oracle®/Microsoft SQL Server®. Please refer to the attached document for the recommended system requirements for **HASTUS** software based on your installation. The intended hardware configuration will be reviewed as part of the project and must be validated by GIRO.
10. Maintenance days available in the bank, if any, can be used to pay in whole or in part for the service days required for the upgrade or the addition of any new module(s). MTS had 31.5 maintenance days in bank as of May 11, 2021.

Mr. Braun

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2021-05-14

11. The proposed payment schedule for the upgraded and additional modules is as follows.

Item	Payment percentage
Delivery of the project schedule	30% of services, expenses, and license
Delivery of customized and configured scheduling modules ¹	30% of services, expenses, and license
Delivery of customized and configured operations modules ²	30% of services, expenses, and license
Full system acceptance	10% of services, expenses, and license

Table 7 – Proposed payment schedule.

Notes:

1. Scheduling modules include **Vehicle, Crew, CrewOpt, MinBus, Geo, Roster, HASTOP, and ATP.**
2. Operation modules include **DailyCrew, DailyVehicle, Bid, SelfService, and EPM.**

Closing remarks

We hope the above information will be to your satisfaction. If you have any questions, please do not hesitate to contact the undersigned. We certainly hope to have the opportunity of working with MTS on this enhancement to your current installation.

Sincerely,

Frédéric Bean
Director, Sales
frederic.bean@giro.ca

FB/MC/HD
ENCL.



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Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

**Draft for
Executive Committee
Review Date: 7/15/21**

SUBJECT:

CONSTRUCTION MANAGEMENT (CM) ON-CALL SERVICES – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS CM On-Call Work Order based Master Agreements with up to six (6) firms (in substantially the same format as Attachment A-F), for the provision of On-Call CM services for a five-year period.

Budget Impact

The total estimated costs for CM Services, based on MTS's corresponding capital improvement program project forecasts, is \$10,000,000. However, this amount could increase or decrease as the capital improvement program budget for each year is approved, or in the event additional state or federal funds allow MTS to accelerate or add projects. Individual work orders under the On-Call list will be processed according to Board Policy No. 41, with funding identified at the time of work order issuance.

DISCUSSION:

MTS requires multiple CM On-Call, Work Order based, Master Agreements in order to support various infrastructure projects for Bus Operations, Trolley Operations, and the Planning and Real Estate Departments.

On January 11, 2021, the San Diego Association of Governments (SANDAG) led and issued a joint procurement with MTS for On-Call CM services by requesting Statements of Qualifications (RFSQ) from firms with expertise in a variety of CM and related consulting services. MTS took the opportunity to enter into a joint solicitation with SANDAG to more efficiently procure CM related services as well as utilize the economy of scale with the intent to provide MTS with its own CM related design service Master Agreements for future MTS projects.



An Independent Cost Estimate (ICE) was prepared by SANDAG and MTS resulting in an estimated expenditure amount of \$160 million aggregate (\$150 million for SANDAG and \$10 million for MTS) over a five-year period.

On February 22, 2021, twelve responsive Statement of Qualifications (SOQs) were received and later evaluated by the Evaluation Committee comprised of members from both MTS and SANDAG. A shortlist meeting was held on March 16, 2021. The top 9 firms were invited to interview. See table below for a list of the SOQs received and their rankings per the shortlist meeting.

Shortlist Ranking (First to Last)	Proposer	Invited to Interview (Yes or No)	Shortlist Ranking (First to Last)	Proposer	Invited to Interview (Yes or No)
1	Kleinfelder Construction Services	Yes	7	WSP USA Inc	Yes
2	Jacobs Engineering Group, Inc	Yes	8	PreScience Corporation	Yes
3	AECOM Technical Services, Inc.	Yes	9	Psomas	Yes
4	PGH Wong Engineering, Inc	Yes	10	Destination Enterprises, Inc	No
5	Anser Advisory Management	Yes	11	MARRS Services, Inc	No
6	TRC Engineers	Yes	12	Power-Tech Engineers, Inc.	No

Interviews with the nine short listed firms took place on March 24, 2021 and March 25, 2021. The Evaluation Committee provided a score of “excellent,” “good,” or “marginal” for each of the evaluation criteria as well as for a final score.

In order to compile the scores and to better determine which firms should be recommended for negotiation, point values were assigned to the three scores and then an average was calculated.

Based on the compiled averages the Evaluation Committee unanimously agreed to recommend six firms score for negotiation as indicated in the table below. The firms being recommended were those with the highest compiled average.

Proposer	Recommended for Negotiation (Yes or No)	Proposer	Recommended for Negotiation (Yes or No)
AECOM Technical Services, Inc	Yes	PreScience	Yes
Anser Advisory Management, LLC	No	Psomas	No
Jacobs Engineering Group, Inc	Yes	TRC Engineering	Yes
Kleinfelder Construction Services	Yes	WSP USA Inc	No
PGH Wong Engineering, Inc	Yes		

All of the Proposers who interviewed were deemed responsible based on the following findings:

- Have a satisfactory record of integrity and business ethics
- Have not been debarred or suspended from Federal programs and is not listed on the Excluded Parties List System at <http://www.sam.gov>;
- Have the necessary organization, experience, accounting, operational controls, and technical skills, or the ability to obtain them;
- Have a satisfactory current performance record;
- Have or can obtain key personnel with adequate experience and key subcontractors with adequate experience and past performance; and
- Have experience carrying out similar work.

As a result of the evaluation, SANDAG and MTS successfully negotiated rates with the following firms:

1. AECOM Technical Services, Inc.
2. Jacobs Engineering Group, Inc
3. Kleinfelder Construction Services
4. PGH Wong Engineering, Inc
5. PreScience Corporation (Disadvantaged Business Enterprise (DBE))
6. TRC Engineers

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS CM On-Call Work Order based Master Agreements with up to six (6) firms (in substantially the same format as Attachment A-F), for the provision of On-Call CM services for a five-year period.

Today's action authorizes award of the above-referenced On-Call Master Agreements. However, no specific project or spending is authorized and no firm is guaranteed a minimum amount of contract authority. Individual projects/work orders will be assigned to an On-Call firm based on individual project needs/factors, a mini-request for proposal process, or a rotation basis. Work orders will be approved according to the signature

authority set forth in Board Policy No. 41 (e.g. work orders under \$100,000 will be approved by the CEO; work orders over \$100,000 will require Board approval).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Master Agreement Draft – AECOM
B. Master Agreement Draft – Jacobs
C. Master Agreement Draft – Kleinfelder
D. Master Agreement Draft – PGH Wong
E. Master Agreement Draft – Prescience
F. Master Agreement Draft – TRC

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**STANDARD AGREEMENT
 FOR
 MTS DOC. NO. G2496.0-21
 AS NEEDED CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: AECOM TECHNICAL SERVICES, INC. Address: 401 WEST A ST.

Form of Business: CORP SAN DIEGO CA 92101
 (Corporation, Partnership, Sole Proprietor, etc.) City State Zip

Email: _____

Telephone: _____

Authorized person to sign contracts CHRIS MOCKUS
 Name Title

AECOM Technical Services Inc. (Contractor) and its subcontractors shall provide As-Needed Construction Management related services in accordance with the services specified in the Scope of Work (attached as MTS Exhibit A), Pricing and Payment Schedules (attached as Exhibit B) and in accordance with MTS's terms and conditions (attached as Exhibit C).

The master agreement term is effective for a period of Five (5) years from the date stated in the Notice to Proceed. Direct services shall be issued and awarded by a Work Order Agreement process as described herein.

Payment for actual performance of services shall be in accordance with Work Orders awarded under this Master Agreement not to exceed ten million dollars combined between all six (6) agreements.

By Execution of this document, Contactor hereby confirms and commits to all provisions as contained herein.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	AECOM TECHNICAL SERVICES INC.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	Title: _____
By: _____ Karen Landers, General Counsel	

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**STANDARD AGREEMENT
 FOR
 MTS DOC. NO. G2497.0-21
 AS NEEDED CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: JACOBS PROJECT MANAGEMENT CO. Address: 401 B ST. STE. 1560

Form of Business: CORP SAN DIEGO CA 92101
 (Corporation, Partnership, Sole Proprietor, etc.) City State Zip

Email : _____

Telephone: _____

Authorized person to sign contracts JIM STARLING
 Name Title

Jacobs Project Management Company. (Contractor) and its subcontractors shall provide As-Needed Construction Management related services in accordance with the services specified in the Scope of Work (attached as MTS Exhibit A), Pricing and Payment Schedules (attached as Exhibit B) and in accordance with MTS's terms and conditions (attached as Exhibit C).

The master agreement term is effective for a period of Five (5) years from the date stated in the Notice to Proceed. Direct services shall be issued and awarded by a Work Order Agreement process as described herein.

Payment for actual performance of services shall be in accordance with Work Orders awarded under this Master Agreement not to exceed ten million dollars combined between all six (6) agreements.

By Execution of this document, Contactor hereby confirms and commits to all provisions as contained herein.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	JACOBS PROJECT MANAGEMENT CO.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	Title: _____
By: _____ Karen Landers, General Counsel	

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**STANDARD AGREEMENT
 FOR
 MTS DOC. NO. G2498.0-21
 AS NEEDED CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: KLEINFELDER CONSTRUCTION SVCS. INC. Address: 5761 COPLEY DR. STE. 100

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

SAN DIEGO CA 92101
 City State Zip

Email : _____

Telephone: _____

Authorized person to sign contracts MARC MCINTYRE
 Name Title

Kleinfelder Construction Services, Inc. (Contractor) and its subcontractors shall provide As-Needed Construction Management related services in accordance with the services specified in the Scope of Work (attached as MTS Exhibit A), Pricing and Payment Schedules (attached as Exhibit B) and in accordance with MTS's terms and conditions (attached as Exhibit C).

The master agreement term is effective for a period of Five (5) years from the date stated in the Notice to Proceed. Direct services shall be issued and awarded by a Work Order Agreement process as described herein.

Payment for actual performance of services shall be in accordance with Work Orders awarded under this Master Agreement not to exceed ten million dollars combined between all six (6) agreements.

By Execution of this document, Contactor hereby confirms and commits to all provisions as contained herein.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	KLEINFELDER CONSTRUCTION SERVICES, INC.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	

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**STANDARD AGREEMENT
 FOR
 MTS DOC. NO. G2499.0-21
 AS NEEDED CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: PGH WONG ENGINEERING, INC. Address: 401 B ST. STE. 160

Form of Business: CORP SAN DIEGO CA 92101
 (Corporation, Partnership, Sole Proprietor, etc.) City State Zip

Email : _____

Telephone: _____

Authorized person to sign contracts DANIEL MARTIN
 Name Title

PGH Wong Engineering, Inc. (Contractor) and its subcontractors shall provide As-Needed Construction Management related services in accordance with the services specified in the Scope of Work (attached as MTS Exhibit A), Pricing and Payment Schedules (attached as Exhibit B) and in accordance with MTS's terms and conditions (attached as Exhibit C).

The master agreement term is effective for a period of Five (5) years from the date stated in the Notice to Proceed. Direct services shall be issued and awarded by a Work Order Agreement process as described herein.

Payment for actual performance of services shall be in accordance with Work Orders awarded under this Master Agreement not to exceed ten million dollars combined between all six (6) agreements.

By Execution of this document, Contactor hereby confirms and commits to all provisions as contained herein.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	PGH WONG ENGINEERING
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	Title: _____
By: _____ Karen Landers, General Counsel	

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San Diego, CA 92101
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**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2500.0-21
AS NEEDED CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: PRESCIENCE CORP. Address: 8525 GIBBS DR. STE. 202

Form of Business: CORP SAN DIEGO CA 92123
(Corporation, Partnership, Sole Proprietor, etc.) City State Zip

Email : _____

Telephone: _____

Authorized person to sign contracts DHANANJAY THAKARE
Name Title

Prescience Corp. (Contractor) and its subcontractors shall provide As-Needed Construction Management related services in accordance with the services specified in the Scope of Work (attached as MTS Exhibit A), Pricing and Payment Schedules (attached as Exhibit B) and in accordance with MTS's terms and conditions (attached as Exhibit C).

The master agreement term is effective for a period of Five (5) years from the date stated in the Notice to Proceed. Direct services shall be issued and awarded by a Work Order Agreement process as described herein.

Payment for actual performance of services shall be in accordance with Work Orders awarded under this Master Agreement not to exceed ten million dollars combined between all six (6) agreements.

By Execution of this document, Contactor hereby confirms and commits to all provisions as contained herein.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	PRESCIENCE CORP
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____

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**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2501.0-21
AS NEEDED CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: TRC ENGINEERS Address: 4393 VIEWRIDGE AVE. STE. A

Form of Business: CORP SAN DIEGO CA 92123
(Corporation, Partnership, Sole Proprietor, etc.) City State Zip

Telephone: _____ Email : _____

Authorized person to sign contracts AGNES WEBER
Name Title

TRC Engineers. (Contractor) and its subcontractors shall provide As-Needed Construction Management related services in accordance with the services specified in the Scope of Work (attached as MTS Exhibit A), Pricing and Payment Schedules (attached as Exhibit B) and in accordance with MTS's terms and conditions (attached as Exhibit C).

The master agreement term is effective for a period of Five (5) years from the date stated in the Notice to Proceed. Direct services shall be issued and awarded by a Work Order Agreement process as described herein.

Payment for actual performance of services shall be in accordance with Work Orders awarded under this Master Agreement not to exceed ten million dollars combined between all six (6) agreements.

By Execution of this document, Contactor hereby confirms and commits to all provisions as contained herein.

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



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Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

**Draft for
Executive Committee
Review Date: 07/15/2021**

SUBJECT:

INDEPENDENT AUDITING SERVICES – AMENDMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1513.6-13 (in substantially the same format as Attachment A) Contract Amendment with The Pun Group, to extend the contract to March 31, 2023, plus a 1 option year (to March 31, 2024), and add additional funds of \$473,000.00.

Budget Impact

The total budget for this amendment will not exceed \$473,000.00 and the total cost of the contract will be increased to \$2,251,934.00. This project is funded with local dollars (9020110-571130)

Date Issued	Board Approval Date	Document	Description	Amount
4/1/2014	12/12/2013	Contract	Independent auditing services	\$1,081,473
2/2/2015	-	Amendment 1	Add payment milestones table	-
9/3/2015	-	Amendment 2	Add scope and additional funds	\$26,250
6/15/ 2016	-	Amendment 3	Name change	-
12/3/2016	-	Amendment 4	Exercise options years 1-3	\$671,211
4/19/2019	-	Amendment 5	Add scope	-
TBD	7/29/2021	Amendment 6	Add funds and extend time	\$473,000
Total Cost of Contract				\$2,251,934



DISCUSSION:

MTS is required to have its annual financial statements audited by an independent auditor and also to issue a number of Agreed-Upon Procedures Reports. Federal, state, and local funding (e.g. TransNet) is contingent upon this requirement. There is a total of 11 financial statements and Agreed-Upon Procedures Reports for MTS, San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI).

Governmental Accounting Standards Board Statement 87 – Leases, is a new Governmental Accounting Standard that MTS is required to implement in the Fiscal Year 2022 Annual Comprehensive Financial Report to be issued in late fall 2022. Due to the complexity of the standard, auditors are recommending agencies plan for a 12 to 18-month implementation, which MTS kicked off in May 2021.

MTS Staff will be working closely with The Pun Group, LLP on this process, while leveraging their software, templates, industry knowledge and other tools. The Pun Group, LLP has developed a unique understanding of MTS current processes and procedures and is positioned to assist with this time sensitive implementation.

The current Pun Group contract is set to expire on March 31, 2022. Typically, the process to competitively bid a new financial auditing services contract would start in August or September 2021, in order to have a new contract in place by April 1, 2022. However, staff is concerned there may be negative impacts to MTS's GASB 87 implementation if a new auditor is selected through the competitive procurement process that is expected to complete by April 1, 2022. This would cause the GASB 87 compliance work to be disrupted midway through the implementation process. Conversely, this potential GASB 87 impact could give the Pun Group an unfair advantage in a competitive process if MTS proceeds with the previously scheduled new-procurement timeline.

For that reason, staff is requesting a one-year extension plus a one-year option estimated to be \$472,474. The second option year will allow MTS staff to gain a full understanding of the GASB 87 requirements and how to best account for operational leases. MTS would then be in a better position to publish a new solicitation for auditing services and select a vendor to start with the April 1, 2024 auditing period.

Therefore, staff recommends that the MTS Board authorize the CEO to execute MTS Doc. No. G1513.6-13 (in substantially the same format as Attachment A) Contract Amendment with The Pun Group, LLP to extend the contract to March 31, 2023, plus a 1 option year (to March 31, 2024), and add additional funds of \$473,000.00.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft amendment G1513.6-13

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

Amendment 6

Effective Date: June 1, 2021

MTS Doc No. G1513.6-13

INDEPENDENT AUDITING SERVICES

The Pun Group, LLP
Mr. Kenneth H. Pun
Managing Partner
6265 Greenwich Dr., Suite 220
San Diego, CA, 92122

This shall serve as Amendment No.6 to the original agreement G1513.0-13 as further described below.

SCOPE

There are no changes to the scope of services.

SCHEDULE

This contract amendment shall authorize to extend the contract one year from April 1, 2022 to March 31, 2023 with 1 one-year option term from April 1, 2023 – March 31, 2024.

PAYMENT

This contract amendment shall also authorize additional costs not to exceed \$473,000. The total value of this contract including this amendment shall be in the amount of \$2,251,934. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Mr. Kenneth H. Pun,
Managing Partner
The Pun Group, LLP

Date: _____



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Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

Draft for

Executive Committee

Review Date: 7/15/2021

SUBJECT:

ONE-YEAR EXTENSION OF THE FARE EVASION DIVERSION PROGRAM PILOT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors extend the Fare Evasion Diversion Program Pilot by twelve (12) months, until August 31, 2022.

Public Security Committee Recommendation:

At the June 11, 2021 Public Security Committee Meeting, the Public Security Committee voted 4 to 0 (Committee Members Aguirre, Elo-Rivera, Galvez and Whitburn in favor with Hall and Montgomery Steppe absent) to recommend that the Board of Directors extend the Diversion Program by twelve months, until August 31, 2022.

Budget Impact

None with this action.

DISCUSSION:

The Fare Evasion Diversion Program Pilot (Diversion Program) began on September 1, 2020 and is set to expire on August 31, 2021. It is unclear what impact the COVID-19 pandemic has had on the success of the Diversion Program thus far. Staff proposes a twelve (12) month extension of the Diversion Program, until August 31, 2022. An extension would allow additional time to evaluate the effectiveness of the Diversion Program and identify if any changes to the Diversion Program are necessary.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

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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. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 29, 2021

**Draft for
Executive Committee
Review Date: 7/15/2021**

SUBJECT:

CLOSURE OF THREE (3) COUNTY OF SAN DIEGO INVESTMENT ACCOUNTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the closure of three (3) MTS-owned County of San Diego investment accounts (account numbers 44066, 44078 and 44081) which supported Transit Security Grant Program (TSGP) and Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) specific grant funded projects.

Budget Impact

None.

DISCUSSION:

The Governor's Office of Emergency Services (Cal OES), who administers the California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF), requires agencies to maintain separate interest-bearing accounts to ensure interest earned on the grant funds is tracked and only spent on grant approved projects.

MTS opened three investment accounts (44066 Proposition 1B TSGP, 44078 PTMISEA, and 44081 Proposition 1B TSGP) at the County of San Diego Treasurer's Office to isolate the grant funds and allow for proper grant revenue and expenditure tracking on the approved grant funded projects. Given that all projects are complete and grants have been closed and the investment accounts liquidated, the County of San Diego requires the MTS Board to approve the closure of these bank accounts.



Therefore, staff recommends that the MTS Board approve the closure of three (3) MTS-owned County of San Diego investment accounts (account numbers 44066, 44078 and 44081) which previously held the TSGP and PTMISEA grant funds.

/s/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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