



Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 14, 2022

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, ClerkoftheBoard@sdmts.com at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed under '[Meeting Link and Webinar Instructions](#).' Click the following link to access the meeting: <https://zoom.us/j/94562188418>

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, ClerkoftheBoard@sdmts.com al menos dos días hábiles antes de la reunión. Instrucciones para ingresar a la junta virtual están disponibles bajo '[Meeting Link and Webinar Instructions](#).' Use este enlace para acceder la reunión virtual: <https://zoom.us/j/94562188418>

ACTION RECOMMENDED

1. ROLL CALL
 2. [APPROVAL OF MINUTES - JUNE 9, 2022](#) Approve
 3. PUBLIC COMMENTS
- COMMITTEE DISCUSSION ITEMS
4. [Bus Procurement: Low Floor Compressed Natural Gas \(CNG\) and Battery Electric Buses \(BEB\) – Contract Award](#) Approve
Action would forward a recommendation to the Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to: 1) Execute the following contracts with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and 2) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.



Attachment #	Contract #	Group	Description	Base quantity up to	Option quantity up to	Total Amount
A-1	B0746.0-22	A	40ft CNG	138	50	\$152,475,675.09
A-3	B0747.0-22	B	40ft BEB	91	50	\$170,804,314.53
A-5	B0748.0-22	C	60ft CNG	30	40	\$96,279,531.73
A-7	B0749.0-22	D	60ft BEB	34	40	\$149,543,816.51
Not-to-exceed total amount						\$569,103,337.86

OTHER ITEMS

5. [REVIEW OF DRAFT JULY 21, 2022 MTS BOARD AGENDA](#)
6. OTHER STAFF COMMUNICATIONS AND BUSINESS
7. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS
8. NEXT MEETING DATE: SEPTEMBER 1, 2022
9. ADJOURNMENT

MINUTES

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

June 9, 2022

[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 9:05 a.m. A roll call sheet listing Executive Committee member attendance is attached.

CLOSED SESSION:

2. Closed Session Items

The Board convened to Closed Session at 9:05 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;

Agency-Designated Representative: Nathan Fletcher, Chair

Employee: Sharon Cooney, CEO

The Board reconvened to Open Session at 10:05 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported that the Executive Committee with all members present conducted a personnel evaluation and gave instructions to the agency negotiator.

3. Approval of Minutes

Chair Fletcher moved to approve the minutes of the April 7, 2022, MTS Executive Committee meeting. Board member Sandke seconded the motion, and the vote was 7 to 0 in favor.

4. Public Comments

There were no Public Comments.

5. Review of Draft June 16, 2022 MTS Board Agenda

CONSENT ITEMS

6. Authorization of Remote Teleconferenced Meetings

Action would authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings: 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting

the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.”

7. Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments
8. Employee Background and Reference Investigation Services – Contract Amendment
Action would 1) Ratify Amendment No. 1 to MTS Doc. No. G1800.1-15 with Kristy Investigative Services, Inc. in the amount of \$64,505.00 (\$53,000.00 option years plus \$11,505.00 additional funds); and 2) Ratify Amendment No. 2 to MTS Doc. No. G1800.2-15 with Kristy Investigative Services, Inc. in the amount of \$24,165.50; and 3) Ratify Amendment No. 3 to MTS Doc. No. G1800.3-15 with Kristy Investigative Services, Inc. in the amount of \$25,000.00; and 4) Ratify Amendment No. 5 to MTS Doc. No. G1800.5-15 with Kristy Investigative Services, Inc. in the amount of \$39,328.50; and 5) Authorize the Chief Executive Officer (CEO) to execute Amendment No. 6 to MTS Doc. No. G1800.6-15, with Kristy Investigative Services, Inc. to extend the contract through December 31, 2022 and add additional funds of \$28,500.00 for employee background and reference investigation services.
9. Light Rail Vehicle (LRV) Router Upgrade – Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2583.0-22 to Wireless Investors, LLC dba Ensemble Solutions Group (ESG) for LRV Router Upgrade in the amount of \$475,399.46.
10. Fare Collection – Contract Amendments
Action would 1) Ratify Amendment 10 to MTS Doc. No. G2091.0-18, with Innovations in Transportation, Inc. (INIT), in the amount of (\$902.11) as shown in; and 2) Authorize the Chief Executive Officer (CEO) to execute Amendment 11 to MTS Doc. No. G2091.0-18, with INIT, in the amount of \$1,768,948.64.
11. Information Technology Service Management (ITSM) Software Licenses and Onboarding Services – Contract Award
Action would 1) Execute MTS Doc. No. G2604.0-22 with Compulink Technologies, Inc. (Compulink), in the amount of \$292,456.91, for a period of two (2) base years, and three (3) one-year options for the provision of ITSM software licenses and onboarding services; and 2) Exercise the option years at her discretion.
12. On-Call Job Order Contracting (JOC) Railroad Construction Services – Contract Award
Action would 1) Execute MTS Doc. No. PWG348.0-22 with Veterans Engineering Services, Inc. (Veterans), a Disadvantaged Veterans Business Enterprise (DVBE) and Small Business (SB), for on-call railroad construction services, in the amount of \$4,000,000.00, for one (1) base year and three (3) one-year options commencing on July 1, 2022; and 2) Exercise the option years at her discretion.

13. Hastus Regional Scheduling System Annual Software Maintenance and Support Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2624.0-22 with GIRO, Inc. (GIRO), on a sole source basis, for the provision of HASTUS Regional Scheduling System (RSS) annual software maintenance and support services for a period of three (3) years in the amount of \$955,060.33.

STAFF COMMENTS

Sharon Cooney, MTS Chief Executive Officer, informed the committee that two (2) additional consent items would be added to the June 16, 2022 agenda. One (1) item was the addition of a data analytics position. Ms. Landers added that the second item was of a civil construction job order contract that was on hold during its protest period.

6. Other Staff Communications and Business

There was no Staff Communications and Business discussion.

7. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

8. Next Meeting Date

The next Executive Committee meeting is scheduled for July 14, 2022, at 9:00 a.m.

9. Adjournment

Chair Fletcher adjourned the meeting at 10:07 a.m.

/S/ Nathan Fletcher

Chairperson

San Diego Metropolitan Transit System

/S/ Dalia Gonzalez

Clerk of the Board

San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

ROLL CALL



Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 14, 2022

SUBJECT:

BUS PROCUREMENT: LOW FLOOR COMPRESSED NATURAL GAS (CNG) AND BATTERY ELECTRIC BUSES (BEB) – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to:

- 1) Execute the following contracts (in substantially the same format as Attachments A-1 through A-8) with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and
- 2) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.

Attachment #	Contract #	Group	Description	Base quantity up to	Option quantity up to	Total Amount
A-1	B0746.0-22	A	40ft CNG	138	50	\$152,475,675.09
A-3	B0747.0-22	B	40ft BEB	91	50	\$170,804,314.53
A-5	B0748.0-22	C	60ft CNG	30	40	\$96,279,531.73
A-7	B0749.0-22	D	60ft BEB	34	40	\$149,543,816.51
Not-to-exceed total amount						\$569,103,337.86

Budget Impact

The CEO's total authorization will not exceed \$569,103,337.86 without prior MTS Board authorization. This total authorized amount includes the cost of base quantities and option quantities. This total authorized amount also includes the cost of spare parts not to exceed \$100,000.00, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00. Costs for buses purchased in years 2 – 5 have an assumed 5% Producer Price Index (PPI) increase included. See Attachment B for pricing details.

Funding will be from Capital Improvement Project (CIP), WBSE #s 1001117401-599901, FY23 Bus Procurement; and 3001119201-599901, FY23 Bus Procurement - Rapid.



DISCUSSION:

MTS and its contractors operate a fixed route fleet of 601 buses throughout the service area. Each of these buses has a useful life expectancy of 12 years or 500,000 miles and MTS has implemented a fleet replacement plan to ensure they are replaced in a timely manner. The fleet replacement plan takes into account the cost of maintenance and availability of aftermarket parts. MTS staff has identified that 293 CNG buses are due for replacement within the next 5 years. In accordance with the Zero Emission Bus (ZEB) Transition Plan, some of these CNG buses will be replaced with BEB buses. MTS published a solicitation to procure the following number of buses plus spare parts, tools & diagnostics, training services:

GROUP	Year 1	Year 2	Year 3	Year 4	Year 5	Sub Total	Total
A: 40FT CNG - (Base)	28	28	37	22	23	138	188
A: 40FT CNG - (Option)	0	0	0	25	25	50	
B: 40FT BEB – (Base)	13	10	13	28	27	91	141
B: 40FT BEB – Option)	0	0	0	25	25	50	
C: 60FT CNG - (Base)	0	0	21	9	0	30	70
C: 60FT CNG - (Option)	0	0	0	20	20	40	
D: 60FT BEB – (Base)	0	0	8	9	17	34	74
D: 60FT BEB – Option)	0	0	0	20	20	40	

On October 20, 2021, MTS issued a Request for Proposals (RFP), MTS Doc. No. B0734.0-21 for 40-foot and 60-foot, low-floor CNG buses and BEBs. The contract term will be for a five (5) year period effective from 10/1/22 through 9/30/27. On February 8, 2022, a total of four (4) proposers submitted proposals for one or more groups.

They are:

1. BYD Coach & Bus LLC (BYD)
2. Eldorado National California, Inc (Eldorado)
3. Gillig, LLC (Gillig)
4. New Flyer of America, Inc. (New Flyer)

The initial review of the technical proposals showed Eldorado, Gillig and New Flyer submitted the required forms and were compliant to the RFP requirements, including the Pass/Fail criteria.

BYD's proposal was deemed non-responsive and was rejected as they did not pass the Pass/Fail criteria in regards to the National Defense Authorization Act (NDAA) which prohibits use of federal funding to procure bus and rail rolling stock from an entity that is incorporated in or has manufacturing facilities in the United States and is owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in certain foreign countries. BYD was therefore eliminated from further evaluations.

An evaluation committee consisting of representatives from MTS Bus Operations, Bus Maintenance, Capital Projects, Contract Operations and Passenger Facilities and Finance met on March 7, 2022 to evaluate and score each proposal based on the following criteria:

I.	QUALIFICATIONS OF PROPOSER	Total Score
1	Qualifications, Experience and Stability of Firm	15%
2	Past Performance, Customer References and Current Commitments	

II.	TECHNICAL CAPACITY	
1	Manufacturing Process	30%
2	Minimum Vehicle Performance	
3	Vehicle Structure	
4	Project Management	
5	Maintainability	
III.	SAFETY, SUPPORT AND INNOVATION	
1	System Safety Provisions	25%
2	Warranty, Aftermarket Parts Support and Technical Support	
3	Advance Design Provisions	
IV.	COST AND PRICE	30%
	TOTAL	100%

The evaluation was done in four (4) sets. A proposer could get awarded one, some or all groups:

1. Group A: 40ft CNG
2. Group C: 60ft CNG
3. Group B: 40ft BEB
4. Group D: 60ft BEB

The following table represents the initial evaluations for each proposer using the criteria above, with the cost shown based on the cost of the base bus including tax:

Group A: 40ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$629,535	58.84%	29.35%	88.19%	1
Gillig	\$615,982	53.76%	30.00%	83.76%	2
Eldorado	\$676,904	46.73%	27.30%	74.03%	3

*Group B: 40ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	26.60%	84.54%	1
Gillig	\$872,922	49.94%	30.00%	79.94%	2

**Eldorado did not propose on the 40ft BEB*

Group C: 60ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,055,182	58.84%	30.00%	88.84%	1

**Group D: 60ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,589,574	57.94%	30.00%	87.94%	1

***Gillig and Eldorado did not propose on the 60ft CNG or BEB*

After the initial review, the evaluation team determined that New Flyer and Gillig's proposals were top ranked and agreed that interviews were necessary with both to primarily address proposed costs and technical specifications. Interviews were held on April 11 and 12, 2022.

After the interviews, MTS requested revised proposals on technical clarifications and revised costs. Revised proposals #1 were received on May 16, 2022.

On June 2, 2022 the committee met to evaluate revised proposals #1. There were no changes in the technical scoring. The following table represents the revised cost and total scores following the revised proposals #1 evaluations:

Group A: 40ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$651,085	58.84%	28.68%	87.52%	1
Gillig	\$622,545	53.76%	30.00%	83.76%	2

Group B: 40ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	27.32%	85.26%	1
Gillig	\$896,281	49.94%	30.00%	79.94%	2

Group C: 60ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,090,627	58.84%	30.00%	88.84%	1

Group D: 60ft BEB	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,617,100	57.94%	30.00%	87.94%	1

After this review, additional clarifications were required for both firms and MTS requested revised proposals #2 which were received on June 10, 2022.

On June 20, 2022, the committee discussed all revised proposals #2. There were no changes in the technical scoring. The following table represents the revised costs and total scores following the revised proposals #2 evaluations:

Group A: 40ft CNG	Base bus price including tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$651,085	58.84%	29.00%	87.84%	1
Gillig	\$629,437	53.76%	30.00%	83.76%	2

Group B: 40ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	27.50%	85.44%	1
Gillig	\$902,451	49.94%	30.00%	79.94%	2

Group C: 60ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,090,627	58.84%	30.00%	88.84%	1

Group D: 60ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,617,100	57.94%	30.00%	87.94%	1

New Flyer's proposal included scenarios where favorable pricing would be provided to MTS if New Flyer was awarded 3 groups or all 4 groups. As the highest-ranked proposal, the favorable

pricing made their proposal even more advantageous to MTS, representing the best value to MTS considering both price and technical factors.

MTS awarded New Flyer all 4 groups at the following reduced pricing:

Bus type	Base bus price including tax
40ft CNG	\$650,277
40ft BEB	\$978,927
60ft CNG	\$1,085,239
60ft BEB	\$1,609,019

MTS staff has determined that New Flyer's proposed pricing is fair and reasonable based on past purchase history, and has provided a very competitive proposal that meets MTS's requirements as outlined in the RFP.

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to:

- 1) Execute the following contracts (in substantially the same format as Attachments A-1 through A-8) with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and
- 3) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.

Attachment #	Contract #	Group	Description	Base quantity up to	Option quantity up to	Total Amount
A-1	B0746.0-22	A	40ft CNG	138	50	\$152,475,675.09
A-3	B0747.0-22	B	40ft BEB	91	50	\$170,804,314.53
A-5	B0748.0-22	C	60ft CNG	30	40	\$96,279,531.73
A-7	B0749.0-22	D	60ft BEB	34	40	\$149,543,816.51
Not-to-exceed total amount						\$569,103,337.86

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. New Flyer Draft Agreements
A-1 - B0746.0-22
A-3 - B0747.0-22
A-5 - B0748.0-22
A-7 - B0749.0-22
B. Cost Summary Breakdown



**Metropolitan
Transit
System**

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0746.0-22

PROCUREMENT FOR 40FT COMPRESSED NATURAL GAS (CNG) BUSES

THIS AGREEMENT is entered into this _____ day of _____, 2022 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>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
	<u>City State Zip</u>
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>jennifer.mcneill@newflyer.com</u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 138 **40FT CNG** Buses with additional option purchases of up to 50 buses, for a total of 188 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 188 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 138 buses shall not exceed \$109,427,137.67. The total cost for the option purchase of up to 50 buses shall not exceed \$43,048,537.41, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$152,475,675.09 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)
100 16th Street
San Diego, CA 92101
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		NEW FLYER OF AMERICA, INC.	
By: _____ Sharon Cooney, Chief Executive Officer		By _____	
Approved as to form:			
By: _____ Karen Landers, General Counsel		Title: _____	



**Metropolitan
Transit
System**

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0747.0-22

PROCUREMENT FOR 40FT BATTERY ELECTRIC BUSES (BEBs)

THIS AGREEMENT is entered into this _____ day of _____, 2022 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>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
Form of Business: <u>Corporation</u>	<u>City State Zip</u>
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>jennifer.mcneill@newflyer.com</u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 91 **40FT BEB** with additional option purchases of up to 50 buses, for a total of 141 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 141 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 91 buses shall not exceed \$108,257,533.63. The total cost for the option purchase of up to 50 buses shall not exceed \$62,546,780.90, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$170,804,314.53 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)
100 16th Street
San Diego, CA 92101
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	NEW FLYER OF AMERICA, INC.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



**Metropolitan
Transit
System**

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0748.0-22

PROCUREMENT FOR 60FT COMPRESSED NATURAL GAS (CNG) BUSES

THIS AGREEMENT is entered into this _____ day of _____, 2022 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>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
Form of Business: <u>Corporation</u>	<u>City State Zip</u>
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>jennifer.mcneill@newflyer.com</u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 30 **60FT CNG** Buses with additional option purchases of up to 40 buses, for a total of 70 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 70 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 30 buses shall not exceed \$39,792,250.42. The total cost for the option purchase of up to 40 buses shall not exceed \$56,487,281.31, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$96,279,531.73 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)
100 16th Street
San Diego, CA 92101
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	NEW FLYER OF AMERICA, INC.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



**Metropolitan
Transit
System**

STANDARD AGREEMENT

FOR

MTS DOC. NO. B0749.0-22

PROCUREMENT FOR 60FT BATTERY ELECTRIC BUSES (BEBs)

THIS AGREEMENT is entered into this _____ day of _____, 2022 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>New Flyer of America, Inc.</u>	Address: <u>6200 Glenn Carlson Drive</u>
	<u>St. Cloud MN 56301</u>
Form of Business: <u>Corporation</u>	<u>City State Zip</u>
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>jennifer.mcneill@newflyer.com</u>
Telephone: <u>(204) 224-6613</u>	
Authorized person to sign contracts <u>Jennifer McNeill</u>	<u>VP, Sales and Marketing</u>
<u>Name</u>	<u>Title</u>

The Contractor agrees to provide a base quantity of up to 34 **60FT BEB** with additional option purchases of up to 40 buses, for a total of 74 buses as specified in the conformed MTS's Minimum Technical Specifications, including Special Provisions, Warranty Requirements, and Quality Assurance Requirements (Exhibit A), Revised Proposal #2 dated June 10, 2022 (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D) and signed MTS Forms (Exhibit E).

This contract entitles MTS to purchase up to 74 buses but does not commit MTS to purchase the total quantities. Individual bus orders will be confirmed in writing by a formal Amendment. The base purchase quantities and the option to purchase additional quantities are subject to the availability of funding.

This is a firm fixed price subject to escalation based on the United States Department of Labor, Producer Price Index (PPI), Commodity Code No. 1413, Truck and Bus Bodies. The total cost for the base quantity of 34 buses shall not exceed \$68,196,569.38. The total cost for the option purchase of up to 40 buses shall not exceed \$81,347,247.13, exercisable at MTS's sole discretion. During the term of the contract MTS retains the right to purchase spare parts not to exceed \$100,000, tools and diagnostics not to exceed \$70,680.00, and training services not to exceed \$58,592.00 consistent with the pricing referenced in Exhibit B.

The estimated total contract amount, inclusive of all bus purchases, and options (if exercised), shall not exceed \$149,543,816.51 (includes all applicable 7.75% California sales tax) without prior written approval from MTS.



Payment terms shall be net 30 days from the final inspection and acceptance, and invoice date.

The contract term is for up five (5) years effective October 1, 2022 to September 31, 2027.

Vehicles shall be delivered to:

San Diego Metropolitan Transit System (MTS)
100 16th Street
San Diego, CA 92101
Attn: Mike Wygant (619) 238-0100, ext. 6500

The registered owner will be:

San Diego Metropolitan Transit System (MTS)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

SAN DIEGO METROPOLITAN TRANSIT SYSTEM		NEW FLYER OF AMERICA, INC.	
By: _____ Sharon Cooney, Chief Executive Officer		By _____	
Approved as to form:			
By: _____ Karen Landers, General Counsel		Title: _____	

MTS DOC.NO. B0746.0-22

40FT CNG

PPI

-

5.0%

5.0%

5.0%

5.0%

#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 618,635.76	\$ 649,567.55	\$ 682,045.93	\$ 716,148.23	\$ 751,955.64	
2	Options (incl. tax)		71,457.45	\$ 75,030.32	\$ 78,781.84	\$ 82,720.93	\$ 86,856.98	
3	ADA Equipment (non-taxable)		27,680.25	\$ 29,064.26	\$ 30,517.48	\$ 32,043.35	\$ 33,645.52	
4	Delivery (non-taxable)		3,961.00	\$ 4,159.05	\$ 4,367.00	\$ 4,585.35	\$ 4,814.62	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		\$ 229,272.09	\$ 721,734.46	\$ 757,821.19	\$ 795,712.25	\$ 835,497.86	\$ 877,272.75	

Bus Qty (Base)	n/a	28	28	37	22	23	138
Base Cost	\$ -	\$ 20,208,565.02	\$ 21,218,993.27	\$ 29,441,353.16	\$ 18,380,952.92	\$ 20,177,273.32	\$ 109,427,137.67

Bus Qty (Options)	n/a	-	-	-	25	25	50
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 20,887,446.50	\$ 21,931,818.82	\$ 43,048,537.41

Bus Total Cost	\$ 229,272.09	\$ 20,208,565.02	\$ 21,218,993.27	\$ 29,441,353.16	\$ 39,268,399.41	\$ 42,109,092.14	\$ 152,475,675.09
-----------------------	----------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	--------------------------

MTS DOC.NO. B0747.0-22

40FT BEB**PPI****-****5.0%****5.0%****5.0%****5.0%**

#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 938,271.83	\$ 985,185.42	\$ 1,034,444.69	\$ 1,086,166.93	\$ 1,140,475.27	
2	Options (incl. tax)		71,457.45	\$ 75,030.32	\$ 78,781.84	\$ 82,720.93	\$ 86,856.98	
3	ADA Equipment (non-taxable)		27,680.25	\$ 29,064.26	\$ 30,517.48	\$ 32,043.35	\$ 33,645.52	
4	Delivery (non-taxable)		12,975.00	\$ 13,623.75	\$ 14,304.94	\$ 15,020.18	\$ 15,771.19	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		\$ 229,272.09	\$ 1,050,384.53	\$ 1,102,903.76	\$ 1,158,048.94	\$ 1,215,951.39	\$ 1,276,748.96	

Bus Qty (Base)	n/a	13	10	13	28	27	91
Base Cost	\$ -	\$ 13,654,998.89	\$ 11,029,037.56	\$ 15,054,636.27	\$ 34,046,638.96	\$ 34,472,221.95	\$ 108,257,533.63

Bus Qty (Options)	n/a	-	-	-	25	25	50
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 30,398,784.78	\$ 31,918,724.02	\$ 62,546,780.90

Bus Total Cost	\$ 229,272.09	\$ 13,654,998.89	\$ 11,029,037.56	\$ 15,054,636.27	\$ 64,445,423.74	\$ 66,390,945.97	\$ 170,804,314.53
-----------------------	----------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	--------------------------

MTS DOC.NO. B0748.0-22

60FT CNG**PPI****-****5.0%****5.0%****5.0%****5.0%**

#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 1,040,545.76	\$ 1,092,573.05	\$ 1,147,201.70	\$ 1,204,561.78	\$ 1,264,789.87	
2	Options (incl. tax)		100,072.73	\$ 105,076.36	\$ 110,330.18	\$ 115,846.69	\$ 121,639.02	
3	ADA Equipment (non-taxable)		40,499.07	\$ 42,524.02	\$ 44,650.22	\$ 46,882.74	\$ 49,226.87	
4	Delivery (non-taxable)		4,194.24	\$ 4,403.95	\$ 4,624.15	\$ 4,855.36	\$ 5,098.12	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		\$ 229,272.09	\$ 1,185,311.79	\$ 1,244,577.38	\$ 1,306,806.25	\$ 1,372,146.57	\$ 1,440,753.89	

Bus Qty (Base)	n/a	-	-	21	9	-	30
Base Cost	\$ -	\$ -	\$ -	\$ 27,442,931.32	\$ 12,349,319.10	\$ -	\$ 39,792,250.42

Bus Qty (Options)	n/a	-	-	-	20	20	40
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 27,442,931.32	\$ 28,815,077.89	\$ 56,487,281.31

Bus Total Cost	\$ 229,272.09	\$ -	\$ -	\$ 27,442,931.32	\$ 39,792,250.42	\$ 28,815,077.89	\$ 96,279,531.73
-----------------------	----------------------	-------------	-------------	-------------------------	-------------------------	-------------------------	-------------------------

MTS DOC.NO. B0749.0-22

60FT BEB**PPI**

			-	5.0%	5.0%	5.0%	5.0%	
#	DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
1	Unit Base Bus Price (incl. tax)		\$ 1,545,619.83	\$ 1,622,900.82	\$ 1,704,045.86	\$ 1,789,248.16	\$ 1,878,710.57	
2	Options (incl. tax)		100,072.73	\$ 105,076.36	\$ 110,330.18	\$ 115,846.69	\$ 121,639.02	
3	ADA Equipment (non-taxable)		40,499.07	\$ 42,524.02	\$ 44,650.22	\$ 46,882.74	\$ 49,226.87	
4	Delivery (non-taxable)		22,900.00	\$ 24,045.00	\$ 25,247.25	\$ 26,509.61	\$ 27,835.09	
5	Manuals		-	-	-	-	-	
6	Tools & Diagnostics Equip (incl. tax)	70,680.03	-	-	-	-	-	
7	Training (non-taxable)	58,592.06	-	-	-	-	-	
8	Spare Parts (incl. tax, not to exceed)	100,000.00	-	-	-	-	-	
		\$ 229,272.09	\$ 1,709,091.63	\$ 1,794,546.21	\$ 1,884,273.52	\$ 1,978,487.20	\$ 2,077,411.56	

Bus Qty (Base)	n/a	-	-	8	9	17	34
Base Cost	\$ -	\$ -	\$ -	\$ 15,074,188.16	\$ 17,806,384.76	\$ 35,315,996.45	\$ 68,196,569.38

Bus Qty (Options)	n/a	-	-	-	20	20	40
Options Cost	\$ 229,272.09	\$ -	\$ -	\$ -	\$ 39,569,743.92	\$ 41,548,231.12	\$ 81,347,247.13

Bus Total Cost	\$ 229,272.09	\$ -	\$ -	\$ 15,074,188.16	\$ 57,376,128.69	\$ 76,864,227.57	\$ 149,543,816.51
-----------------------	----------------------	-------------	-------------	-------------------------	-------------------------	-------------------------	--------------------------

Bus Procurement 2022

Item # 4



Executive Committee
July 14, 2022

Fleet History and Background

➤ **MTS currently operates 601 transit vehicles comprised of Compressed Natural Gas (CNG) and Battery Electric.**

- Standard 40ft buses: 451 (CNG) powered engines
- Articulated 60ft buses: 113 (CNG) powered engines
- Standard 40ft buses: 13 (BEB) powered by Batteries
- Standard 45ft buses: 24 (CNG) powered engines. (*Not part of current RFP)
 - Not inclusive of MTS paratransit minibus fleet*

➤ **MTS bus fleet has multiple propulsion systems that align with the emission standards set forth by California Air Resources Board (CARB).**

- Compressed Natural Gas
 - Near Zero Engines (NZ)
 - Pre-Near Zero Engines
- Battery Electric
 - Zero tail-pipe emissions

Fleet Replacement Schedule

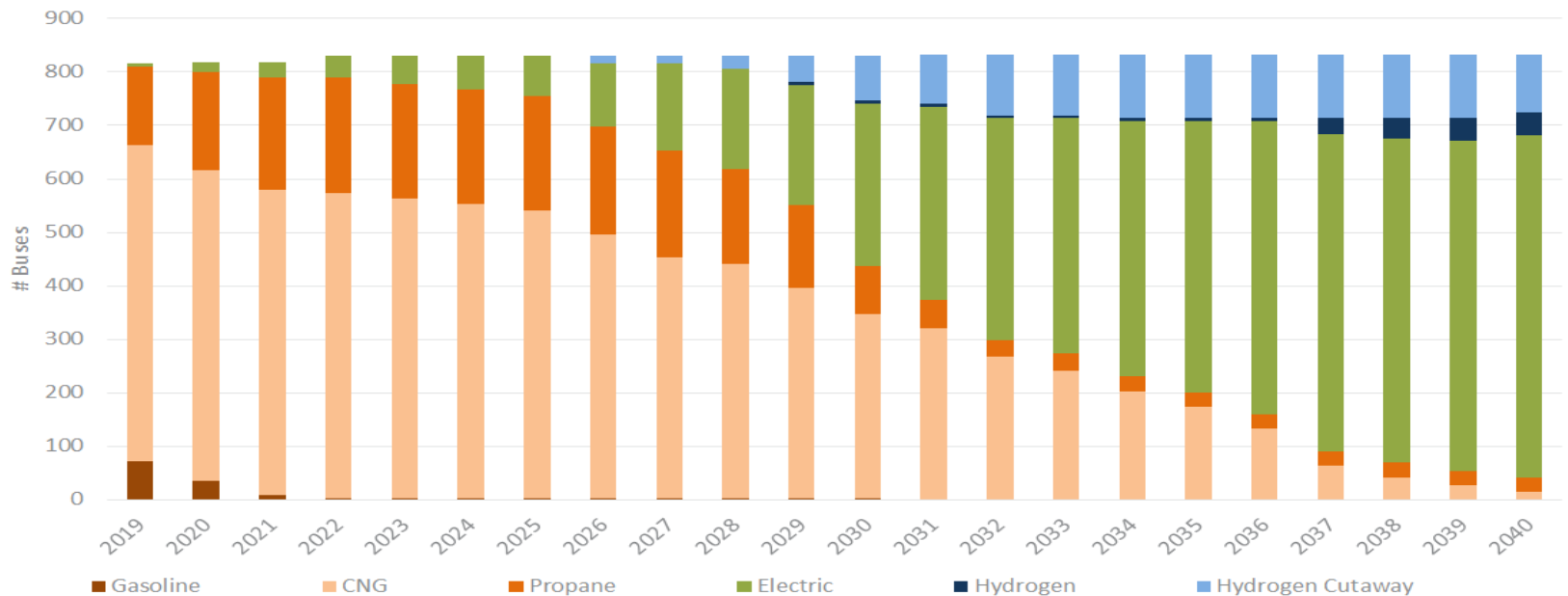
- **To ensure a State of Good Repair**, safety, reliability, and cost effectiveness, the Federal Transit Administration (FTA) recommends buses to be replaced after they have reached 12 years of service, or 500,000 miles.
- Replacing older vehicles that have reached the end of their useful life with Battery Electric or Near Zero engines, aligns with MTS' goal of having a clean fleet and improves safety, reliability, efficiency and cost per mile.
- MTS currently has 79 vehicles that have exceeded their minimum service life as per the FTA guidelines



- **MTS has an effective fleet replacement plan** as part of the of the MTS CIP program. The replacement program aligns with the Board approved Zero Emission Bus (ZEB) Transition Plan/Rollout Plan as required by CARB.

Fleet Replacement - Continued

➤ Board/CARB approved ZEB Transition Plan



Existing Contract 2017-2022

- **Standard 40ft buses:** 250 buses (approximately 50 buses a year), 100 bus options
- **Articulated 60ft buses:** 30 buses, 20 bus options
 - 152 buses purchased and delivered, or in construction
 - 39 buses still to be delivered
 - Contract expires on September 30, 2022
 - Existing contract did not include ZEB's*



Request for Proposals (continued)

- **Staff developed Request for Proposals (RFP), soliciting offers from qualified manufacturers**
 - The solicitations were publicly advertised and released on October 20, 2021 (MTS Doc. No. B0734.0-21)
 - RFP included base purchase estimate of 293 buses, inclusive of 60 & 40Ft BEB and CNG
 - The RFP's also outlined provisions for additional BEB and CNG bus options over the 5 year agreements for potential MTS service expansion and ZEB transition (100 standard, 80 articulated)

- **Both standard and articulated bus specifications and RFP procurement processes are all in accordance with applicable local, state, and federal laws**
 - MTS Policy 52 (Procurement of Goods and Services)
 - Title 49 United States Code, Chapter 53 "Public Transportation"
 - Federal Transit Administration Circular 4220.1F; Third Party Contracting Guidance
 - Federal Transit Administration's Best Practices Procurement Manual
 - Federal Transit Administration's "White Book" guidelines
 - American Public Transit Association, Standard Bus Procurement Guidelines

Request for Proposals (continued)

➤ Terms of proposed contract(s)

- 5 Year Contract, 2022- 2027
- 40-FT Compressed Natural Gas (CNG) Buses - 138 buses and 50 bus options
- 40-FT Battery Electric Buses (BEB) – 91 buses and 50 bus options
- 60-FT Compressed Natural Gas (CNG) Buses – 30 buses and 40 options
- 60-FT Battery Electric Buses (BEB) – 34 buses and 40 options

➤ Scope effectively addresses the following

- Aligns with the Board and CARB approved ZEB Transition Plan/Rollout Plan
- Allows for advancement of technology
- Allows for infrastructure planning, development, and construction to support the technology
- Aligns with ICT (Innovation Clean Transit) regulation
- Bus range

Vehicle Improvements

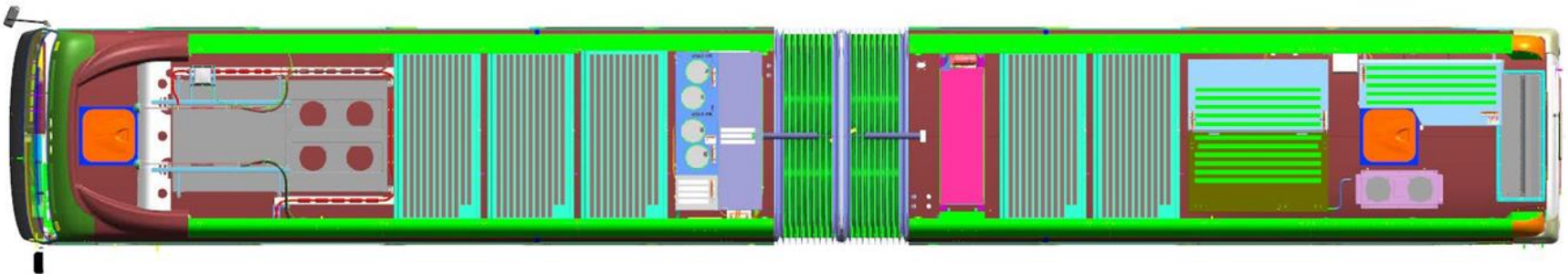
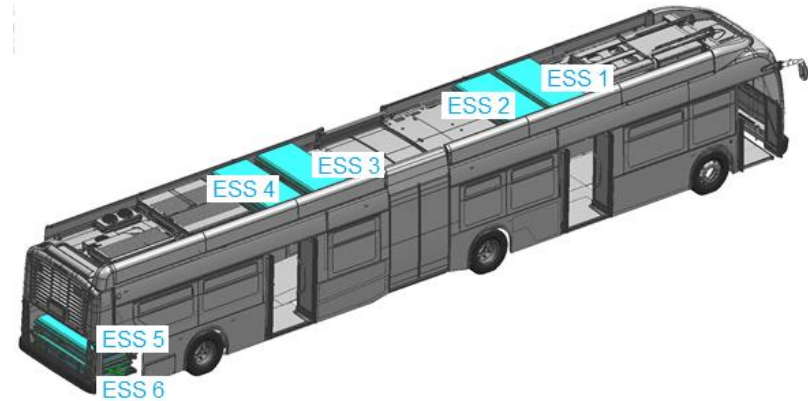
➤ **MTS is committed to enhancing and refining our state of the art reliable bus fleet.** A few of the changes included in the enhanced bus design compared to the current buses include:

- Increased battery Energy Storage System (ESS) capacity
- New CNG “Near Zero” emission engines
- AROW Guard Driver Barriers
- Pronto and Init fare system
- Improved operator radio communication systems
- Improved HD camera system with additional safety, capacity and improved coverage
- Improved ADA accessibility and ramp angle
- Improved ADA securement and stanchion systems
- Improved paint durability standards
- Air purification system (optional)
- Improves cost per mile and bus efficiency
- Overhead charging capability (autonomous system)

Technology

➤ Battery Electric Buses

- Prioritizing electric charging infrastructure
 - Coordination with utilities
- Overhead charging system
- Charging optimization (charging time management)
 - Charge Management System (CMS)
- Range limitation – still not a 1-for-1
- Operational costs (electricity/maintenance)
 - Mid-life battery costs



Procurement

➤ Procurement

- On October 20, 2021 MTS issued a Request For Proposals (RFP) for four groups of buses:
 - Group A: 40-FT CNG Buses - 138 buses and 50 bus options
 - Group B: 40-FT BEB – 91 buses and 50 bus options
 - Group C: 60-FT CNG buses – 30 buses and 40 options
 - Group D: 60-FT BEB – 34 buses and 40 options

➤ Proposals received from the following firms

- BYD Coach & Bus LLC
- ElDorado National California, Inc
- Gillig, LLC
- New Flyer of America, Inc.

➤ Responsiveness check

- BYD's proposal was deemed non-responsive and eliminated from further evaluations
- ElDorado, Gillig and New Flyer were responsive and moved on to the evaluation phase

Procurement

➤ Initial Evaluations

- An evaluation team consisting of staff from maintenance, operations, finance, capital projects and contract services evaluated and scored the proposals based on the following technical and cost factors:

I.	QUALIFICATIONS OF PROPOSER	Total Score
1	Qualifications, Experience and Stability of Firm	15%
2	Past Performance, Customer References and Current Commitments	
II.	TECHNICAL CAPACITY	
1	Manufacturing Process	30%
2	Minimum Vehicle Performance	
3	Vehicle Structure	
4	Project Management	
5	Maintainability	
III.	SAFETY, SUPPORT AND INNOVATION	
1	System Safety Provisions	25%
2	Warranty, Aftermarket Parts Support and Technical Support	
3	Advance Design Provisions	
IV.	COST AND PRICE	30%
	TOTAL	100%

Procurement

➤ Initial Evaluations Costs and Scores

Group A: 40ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$629,535	58.84%	29.35%	88.19%	1
Gillig	\$615,982	53.76%	30.00%	83.76%	2
Eldorado	\$676,904	46.73%	27.30%	74.03%	3

Group B: 40ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	26.60%	84.54%	1
Gillig	\$872,922	49.94%	30.00%	79.94%	2

**Eldorado did not propose on the 40ft BEB*

Group C: 60ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,055,182	58.84%	30.00%	88.84%	1

Group D: 60ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,589,574	57.94%	30.00%	87.94%	1

***Gillig and Eldorado did not propose on the 60ft CNG or BEB*

Procurement

➤ Final Evaluations Costs and Scores

- Based on the initial scores, the evaluation team determined that Gillig and New Flyer were the top ranked and in the competitive range.
- After the initial review, Gillig and New Flyer were invited for presentations and interviews.
- Staff requested additional clarifications, cost revisions, and two revised proposals were received and rescored. The final costs and scores are shown below:

Group A: 40ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$651,085	58.84%	29.00%	87.84%	1
Gillig	\$629,437	53.76%	30.00%	83.76%	2

Group B: 40ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$984,315	57.94%	27.50%	85.44%	1
Gillig	\$902,451	49.94%	30.00%	79.94%	2

Group C: 60ft CNG	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,090,627	58.84%	30.00%	88.84%	1

Group D: 60ft BEB	Base bus price incl tax	Technical score	Cost score	Total score	Ranking
New Flyer	\$1,617,100	57.94%	30.00%	87.94%	1

Procurement

➤ New Flyer's Final Proposal (Award all 4 Groups)

- New Flyer's revised proposal #2 also provided a further price reduction to MTS, if awarded all four groups which offered its most favorable pricing to MTS.
- As the #1 ranked proposer, New Flyer's proposal was deemed to be the most advantageous to MTS offering the best overall value.
- The cost summary per bus is shown below:

Bus type	Base bus price incl tax
40ft CNG	\$650,277
40ft BEB	\$978,927
60ft CNG	\$1,085,239
60ft BEB	\$1,609,019

Total Contract Costs

DESCRIPTION	FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
40 Foot CNG	\$ 229,272	\$ 20,208,565	\$ 21,218,993	\$ 29,441,353	\$ 39,268,399	\$ 42,109,092	\$ 152,475,675
40 Foot BEB	229,272	13,654,999	11,029,038	15,054,636	64,445,424	66,390,946	170,804,315
60 Foot CNG	229,272	-	-	27,442,931	39,792,250	28,815,078	96,279,532
60 Foot BEB	229,272	-	-	15,074,188	57,376,129	76,864,228	149,543,817
	\$ 917,088	\$ 33,863,564	\$ 32,248,031	\$ 87,013,109	\$ 200,882,202	\$ 214,179,344	\$ 569,103,338

QUANTITIES	(including Options)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
40 Foot CNG		28	28	37	47	48	188
40 Foot BEB		13	10	13	53	52	141
60 Foot CNG		-	-	21	29	20	70
60 Foot BEB		-	-	8	29	37	74
	\$ -	41	38	79	158	157	473

- Fixed Costs: Tools & Diagnostic Equipment, Training and Spare Parts
- Assumed 5% PPI Inflation in Bus unit price beginning Year 2
 - Aligns with the past five-year PPI changes (Transportation Equipment: Truck and Bus Bodies)
- Funding of vehicles included in annual Capital Improvement Program (CIP)
 - Continued pursuit of competitive funds relating to ZEB infrastructure / bus procurement

Staff Recommendation

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to:

- 1) Execute the following contracts (in substantially the same format as Attachments A-1 through A-8) with New Flyer of America, Inc. (New Flyer), for the base quantity purchase of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years; and
- 2) Exercise option quantity purchases in the CEO's discretion of CNG and BEB buses plus spare parts, tools and diagnostics, training services and sales tax for a period not-to-exceed five (5) years from the date of the initial contract with New Flyer.

- Up to 188 40-FT Compressed Natural Gas (CNG) buses - MTS Doc. No. B0746.0-22
- Up to 141 40-FT Battery Electric Buses (BEB) - MTS Doc. No. B0747.0-22
- Up to 70 60-FT CNG buses - MTS Doc. No. B0748.0-22
- Up to 74 60-FT BEB's - MTS Doc. No. B0749.0-22

CALL-IN PUBLIC COMMENT

Corinna Contreras with Climate Action Campaign, provided a live public comment for agenda item #4. Contreras's statement will be reflected in the minutes.

IN - MEETING PUBLIC COMMENT

Gretchen Newsom with IBEW 569, provided a live public comment for agenda item #4.
Newsom's statement will be reflected in the minutes.



Draft Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

July 21, 2022

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, ClerkoftheBoard@sdmts.com at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed under '[Meeting Link and Webinar Instructions](#).' 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, ClerkoftheBoard@sdmts.com al menos dos días hábiles antes de la reunión. Instrucciones para ingresar a la junta virtual están disponibles bajo '[Meeting Link and Webinar Instructions](#).' Use este enlace para acceder la reunión virtual: <https://zoom.us/j/98288032362>

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - June 16, 2022 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.



CONSENT ITEMS

6. [Authorization of Remote Teleconferenced Meetings](#) Approve
Action would authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings: 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.”
7. [Amendment to Chief Executive Officer Employment Agreement](#) Approve
Action would approve an amendment to the Executive Employment Agreement (EEA) between MTS and Sharon Cooney to provide a base salary increase and a merit bonus.
8. [Adoption of Amended 2022 Conflict of Interest Code](#) Approve
Action would 1) Adopt Resolution No. 22-06 amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2022 MTS Conflict of Interest Code; and 3) Forward the amended 2022 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body).
9. [Legal Services – Contract Amendments to Increase Funds for Projected Expenses in Fiscal Year 2023](#) Approve
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 \$1,865,000.00 to cover anticipated Fiscal Year 2023 (FY 23) expenses.
10. [Skid Steer Purchase & Delivery – Contract Award](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1620.0-22 with Miramar Bobcat, LLC, at \$159,056.41, for the purchase and delivery of a skid steer.
11. [Pyramid Building Initial Cleanup and Repairs – Work Order](#) Approve
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-17 to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC) in the amount of \$179,476.83, for the rehabilitation of the Pyramid Building.

- | | | |
|-----------------------------|---|-----------------|
| 12. | <u>Davra Networks Ruban Software Reporting and Analytics. Server Migration and System Enhancements – Contract Amendment</u>
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2071.0-18 (in substantially the same format as Attachment A), with Davra Networks, increasing the contract value in the amount of \$666,400.00, bringing the contract total to \$2,216,400.00 (Attachment B) and based on the changes to the scope, extend the agreement from December 1, 2022 through December 31, 2023. | Approve |
| 13. | <u>Security Services Uniforms – Contract Award</u>
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2608.0-22 to Ace Uniforms, LLC dba Ace Uniforms, for Security Services Uniforms for a five (5) year term in the amount of \$416,449.44. | Approve |
| 14. | <u>Imperial Avenue Division (IAD) Zero Emission Bus (ZEB) Overhead Charging Phase I – Work Order</u> | Approve |
| 15. | <u>Safety Management System (Vector EHS) – Sole Source Award</u> | Approve |
| 16. | <u>CALNET – Add Cloud-Hosted IVR Five9 - Contract Amendment</u> | Approve |
| 17. | <u>ARINC – WOA Centralized Train Control (CTC) System Maintenance Agreement – Work Order Agreement (WOA) #1.1 Ratification and Approval for WOA #3</u> | Approve |
| 18. | <u>Annex Paint (Inventory items) – Sole Source Award</u> | Approve |
|
CLOSED SESSION | | |
| 24. | None. | Possible Action |
|
NOTICED PUBLIC HEARINGS | | |
| 25. | None. | |
|
DISCUSSION ITEMS | | |
| 30. | <u>Bus Procurement: Low Floor Compressed Natural Gas (CNG) and Battery Electric Buses (BEB) – Contract Award</u> | Approve |
|
REPORT ITEMS | | |
| 45. | <u>Intercon Transition Update</u> | Informational |
| 46. | <u>Operations Budget Status Report for May 2022 (Gordon Meyer)</u> | Informational |
|
OTHER ITEMS | | |

- | | | |
|-----|---|---------------|
| 60. | <u>Chair Report</u> | Informational |
| 61. | <u>Chief Executive Officer's Report</u> | Informational |
| 62. | <u>Board Member Communications</u> | Informational |
| 63. | <u>Additional Public Comments Not on the Agenda</u>
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. | |
| 64. | <u>Next Meeting Date:</u> September 15, 2022. | |
| 65. | <u>Adjournment</u> | |



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/14/2022

Agenda Item No. 6

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

AUTHORIZATION OF REMOTE TELECONFERENCED MEETINGS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize remote teleconferenced meetings for any public meetings held by MTS, including all Brown Act committees, for the next thirty (30) days pursuant to Assembly Bill (AB) 361 and make the following findings:

- 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and
- 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as “a social distancing measure that may help control transmission of the SARS-CoV-2 virus.” (Attachment A)

Budget Impact

None with this action.

DISCUSSION:

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending the teleconferencing rules set forth under the Ralph M. Brown Act (Brown Act), Government Code Section 54950 et seq. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, clarifying the suspension of the teleconferencing rules set forth in the Brown Act, noting that those provisions would remain suspended through September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361, which allows legislative bodies subject to the Brown Act to continue meeting by teleconference, provided they make certain findings, including that meeting in person would present imminent risks to the health or safety of attendees. AB 361 requires that certain findings be made by the legislative body every 30 days.



The purpose of this agenda item is for the MTS Board of Directors to make findings supporting the continuation of a teleconference option for Board or committee members and for teleconference attendance by members of the public at MTS Board and committee meetings consistent with the requirements of AB 361.

AB 361 added subdivision (e) to Government Code section 54953 (emphasis added), providing for streamlined teleconference attendance at public meetings subject to the Brown Act, subject to the governing board making specified findings:

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

The circumstances set forth in Government Code section 54953(e)(1)(A) and (e)(3) still apply and support the continuation of a teleconference option for Board or committee members and for teleconference attendance by members of the public at MTS Board and committee meetings for the upcoming 30-day period. Staff recommends that the Board make the following findings:

- 1) The MTS Board has considered the current circumstances of the COVID-19 pandemic and its impact in San Diego County; and
- 2) State or local officials continue to recommend measures to promote social distancing. On September 23, 2021, County of San Diego Public Health Officer, Wilma J. Wooten, M.D., M.P.H., issued a recommendation supporting the use of teleconferencing for attendance at public meetings as "a social distancing measure that may help control transmission of the SARS-CoV-2 virus." (Attachment A) That recommendation remains in effect.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachment: A. September 23, 2021 County of San Diego Health Officer Teleconferencing Recommendation



County of San Diego

NICK MACCHIONE, FACHE
AGENCY DIRECTOR

HEALTH AND HUMAN SERVICES AGENCY
PUBLIC HEALTH SERVICES

WILMA J. WOOTEN, M.D.
PUBLIC HEALTH OFFICER


HEALTH OFFICER TELECONFERENCING RECOMMENDATION

COVID-19 disease prevention measures, endorsed by the Centers for Disease Control and Prevention, include vaccinations, facial coverings, increased indoor ventilation, handwashing, and physical distancing (particularly indoors).

Since March 2020, local legislative bodies—such as commissions, committees, boards, and councils—have successfully held public meetings with teleconferencing as authorized by Executive Orders issued by the Governor. Using technology to allow for virtual participation in public meetings is a social distancing measure that may help control transmission of the SARS-CoV-2 virus. Public meetings bring together many individuals (both vaccinated and potentially unvaccinated), from multiple households, in a single indoor space for an extended time. For those at increased risk for infection, or subject to an isolation or quarantine order, teleconferencing allows for full participation in public meetings, while protecting themselves and others from the COVID-19 virus.

Utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease. This recommendation is further intended to satisfy the requirement of the Brown Act (specifically Gov't Code Section 54953(e)(1)(A)), which allows local legislative bodies in the County of San Diego to use certain available teleconferencing options set forth in the Brown Act.

September 23, 2021


Wilma J. Wooten, M.D., M.P.H.
Public Health Officer
County of San Diego



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 07/14/22

Agenda Item No. 7

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

AMENDMENT TO CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

RECOMMENDATION:

That the Board of Directors approve an amendment to the Executive Employment Agreement (EEA) between MTS and Sharon Cooney to provide a base salary increase and a merit bonus (Attachment A).

Budget Impact

Today's proposed action would increase the CEO's base salary by \$20,000 and provide an additional \$20,000 contribution towards deferred compensation as a merit bonus for performance during the May 14, 2021 to May 13, 2022 contract year.

DISCUSSION:

On May 14, 2020 (AI 24(b)), the MTS Board of Directors appointed Sharon Cooney as MTS Chief Executive Officer (CEO). On June 18, 2020 (AI 21), the Board approved a two-year EEA, with a term extending from May 14, 2020 to May 13, 2022. On July 29, 2021 (AI 20), the Board extended the EEA by three years, to May 13, 2025 and awarded a merit bonus in the form of additional deferred compensation contributions and one-time annual leave increase of 80 hours.

At the Board's regular meeting on June 16, 2021 (AI 24(a)), the Board conducted a closed session performance evaluation of CEO Sharon Cooney. The Board also conducted a closed session conference with Board Chair Nathan Fletcher, who acts as the Board's chief negotiator regarding the EEA, to discuss a potential merit increase or other bonus/fringe benefit adjustment for the CEO.

Section 4.b of Ms. Cooney's EEA states:

Performance and Salary Review. The Board shall annually review the performance of Cooney. Based upon the Board's evaluation of the



specific performance of Cooney, the Board may determine an appropriate salary adjustment and bonus.

Some highlights of Ms. Cooney's performance achievements include:

- *PRONTO Launch* – In September 2021, MTS launched its new fare collection system, PRONTO, in an agency-wide effort. This involved significant training and outreach efforts both before and after the launch, including a free ride month for customers using PRONTO. MTS now has more than 650,000 new PRONTO accounts established for customers, including 137,000 senior, disabled and youth accounts. Additional refinements and functionalities have been released since the launch, including the expansion of MTS's retail network to Vons/Albertsons.
- *Mid Coast Trolley Extension Opening* - MTS began revenue service for the Mid Coast Trolley extension to University of California San Diego and University Towne Centre (UTC) on November 21, 2021. This 11-mile extension of the network was heralded by several events throughout the summer and fall, including the opening day community celebration which had 13,000+ participants. Ridership on the Mid Coast extension of the Blue Line is 11,000 per weekday. The entire Blue Line now carries 64,000 passengers per weekday, higher than the pre-pandemic average of 60,000 per weekday. MTS also redesigned the network of bus routes that feed the new stations in order to increase overall network ridership. The new feeder bus service has contributed to overall gains in ridership. On the 15 bus and Trolley routes directly impacted by Mid Coast, FY 2022 Quarter 4 weekday ridership is at 86% of pre-pandemic levels (compared to 73% for all fixed route), with two of the routes over the pre-pandemic baseline.
- *Financial Efficiencies and Ridership Recovery* – Careful spending of federal emergency relief funding, and efforts to maintain full transit service have allowed MTS to maintain sufficient Coronavirus Aid, Relief, and Economic Security (CARES) / American Rescue Plan (ARP) funding to bridge the MTS structural deficit into 2028. As a result of these efforts, MTS is recovering ridership faster than most transit systems, and more so than was budgeted. While MTS's initial FY 2022 budget anticipated an 11% growth in ridership, the updated FY 2022 growth projection is 50% over FY 2021 actuals. Systemwide, MTS is back to over 200,000 average weekday riders, or nearly 75% of pre-pandemic ridership levels.
- *COVID-19 Response* - The pandemic continued to challenge the MTS's provision of service during this past year. MTS continued a robust employee testing program, recommended vaccinations and boosters, held on-site vaccination clinics for employees, and improved air filtration and cleaning as new guidance was promulgated. Keeping up with California Occupational Safety and Health Administration (Cal OSHA) and Department of Public Health requirements was critical as new variants emerged and more of the economy opened up. In November 2021, MTS was awarded the American Public Transportation Association's Gold Safety Award for its response to COVID-19.

- *Youth Opportunity Pass* – The MTS Board of Directors asked the CEO to determine a path forward for free access to transit for youth in time for the FY 2022 Mid-Year Budget Adjustment. MTS worked with San Diego Association of Governments (SANDAG) to determine a mechanism for funding the program during a pilot phase from May 1, 2022 through June 30, 2023. MTS used the PRONTO system to implement the program on May 1. After the program's start, youth average weekday ridership increased by 20%.
- *Passenger Safety and Transit Security Initiatives* - MTS continued to implement changes to the manner in which passenger safety and transit security are administered throughout the MTS network. A new Transit Security contract was awarded in July 2021, and the agency transitioned to the new provider, Inter-Con, on January 1, 2022. A Security and Passenger Safety Community Advisory Group was created and has held three (3) meetings. This group will provide direct advice to the Board's Public Security Committee. Security staff has also been active in assisting regional efforts to engage with individuals experiencing homelessness. MTS staff regularly partners with the Downtown San Diego Partnership, Psychiatric Emergency Response Team (PERT), the San Diego Police Department, and the County in outreach efforts to unsheltered individuals accessing the MTS transit network. Most recently, Behavioral Health Services agreed to support MTS outreach efforts at the 12th & Imperial Transit Center two (2) days a week, beginning May 16, 2022.
- *Workforce Development* - Workforce development was at the forefront of efforts across MTS this year, both because of the challenges of hiring/retention in today's environment, and because of our commitment to diversity and inclusion. MTS formalized specific goals for the agency to work toward:
 - Workforce Diversity – Recruit from a diverse, qualified group of candidates to increase diversity of thinking and perspective.
 - Workplace Inclusion – Foster a culture that encourages collaboration, flexibility and fairness to enable all employees to reach their potential and increase retention.
 - Sustainability and Accountability – Identify and breakdown systemic barriers to full inclusion by embedding diversity and inclusion in policies and practices. This includes equipping leaders with the ability to manage diversity and be accountable for the results.
- *Capital Improvement Program* - MTS had an aggressive capital program this year. Twenty-nine projects worth \$53.5 million were completed. Notable completed projects include Old Town Transit Center Expansion, Americans with Disabilities Act (ADA) Bus Stop Improvements, Zero Emission Bus (ZEB) Training Facility, New Fashion Valley Transit Center Elevator, Middletown and Beech Street Crossovers, and America Plaza Rail Replacement.
 - MTS broke ground on several larger construction projects, including ZEB Infrastructure Installation at South Bay Bus Maintenance Facility, and the Green Line Double Track Project at 12th & Imperial Transit Center. A construction contract for the Iris Rapid Bus Project was approved by the Board and a Notice to Proceed issued. The Iris Rapid is scheduled to start operations in summer 2023.

- SANDAG continued work on several projects on MTS's behalf this year. MTS transferred funding to SANDAG for the San Ysidro Intermodal Center Study, which they included in their amended Overall Work Program and signed on a contractor to begin the work this summer. The draft environmental document for the new all electric bus division (aka Clean Transit Advancement Campus) is expected to be released for 30-day public review in July 2022, and MTS has initiated a second round of public meetings to gain feedback from community stakeholders. MTS also transferred funding to SANDAG to move forward with additional property purchases to support a Downtown off street bus layover.
- *Joint Development Program* - MTS continued to partner with third party developers to create transit-oriented development around the MTS network. At Grantville, two developments commenced construction: Greystar for market rate housing and Affirmed for affordable housing. The Board also approved Disposition and Development Agreements (DDAs) with National CORE for affordable projects and with Malick Infill for moderate income housing at the Palm Avenue Station in October 2021. A DDA was approved with Affirmed in March 2022 for a 100% affordable development at the Beyer Boulevard Station. MTS successfully amended language in Surplus Land Act via passage of SB 51 to allow MTS and the City of Chula Vista to move forward with their collaborative efforts to jointly seek development proposals at and adjacent to MTS's E Street Trolley Station.

In recognition of her exceptional performance, an amendment to Ms. Cooney's EEA (see Attachment A) is proposed to provide:

- An increase in base salary from \$330,000 to \$350,000; and
- A discretionary, one-time \$20,000 contribution to a deferred compensation account designated by Ms. Cooney.

/S/ Karen Landers

Karen Landers
General Counsel

Key Staff Contact: Jeff Stumbo, 619.557.4509, Jeff.Stumbo@sdmts.com
Karen Landers, 619.557.4512, Karen.Landers@sdmts.com

Attachment: A. MTS Doc. No. G2403.2-20 – Proposed Amendment No. 2 to CEO Executive Employment Agreement



July 21, 2022

MTS Doc. No. G2403.2-20

Ms. Sharon Cooney
 Chief Executive Officer
 San Diego Metropolitan Transit System
 1255 Imperial Avenue, Suite 1000
 San Diego, California 92101

Dear Ms. Cooney:

Subject: AMENDMENT 2 TO MTS DOC. NO. G2403.0-20 EXECUTIVE EMPLOYMENT AGREEMENT (CHIEF EXECUTIVE OFFICER)

This letter shall serve to modify our agreement for professional services pursuant to the Executive Employment Agreement effective May 14, 2020, as modified on July 29, 2021, as set forth below:

A. Changes to Base Salary:

Effective May 14, 2022, Section 4(a) is replaced in its entirety with the following:

Base Salary. As compensation for Cooney's employment and performance of her duties, MTS shall pay Cooney an initial base salary of \$350,000 per year, payable in accordance with the normal payroll practices of MTS, less required deductions for state and federal withholding tax, social security, employee-share pension contributions, and all other employment taxes and payroll deductions.

B. Changes to Fringe Benefits:

As a bonus for exceptional performance in contract year 2, modify Exhibit A "Fringe Benefits for Chief Executive Officer" to include the following additional fringe benefits, for contract year 3 (May 14, 2022 to May 13, 2023) only:

- Year 3 Additional Deferred Compensation: One-time contribution of \$20,000.00 to a deferred compensation account as directed by Ms. Cooney.



If you agree with the above, please sign in the space provided below and return one document marked "Original" to MTS. All other terms and conditions shall remain in effect.

Sincerely,

Accepted:

Nathan Fletcher
Chair
MTS Board of Directors

Sharon Cooney
Chief Executive Officer

Approved as to Form:

By:

Karen Landers, General Counsel



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 07/14/22

Agenda Item No. 8

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

ADOPTION OF AMENDED 2022 CONFLICT OF INTEREST CODE

RECOMMENDATION:

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

- 1) Adopt Resolution No. 22-06 (Attachment A) amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974;
- 2) Adopt the amended 2022 MTS Conflict of Interest Code (in substantially the same format as Attachment B); and
- 3) Forward the amended 2022 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body).

Budget Impact

None.

DISCUSSION:

The Political Reform Act (the "Act") requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets. Except for positions listed in Gov. Code § 87200, the Conflict of Interest Code must specifically designate all agency positions that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position, revise the titles of existing positions and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

The Act further requires that an agency amend its Conflict of Interest Code when change is necessitated by changed circumstances which include the need to designate positions.



It is proposed that MTS's Conflict of Interest Code be amended to include new positions that must be designated, revise disclosure categories, revise titles to existing positions, and delete positions that have been abolished.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Resolution 22-06
B. Proposed Amendment 2022 Conflict of Interest Code

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 22-06

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

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

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

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") which was amended on September 17, 2020, in compliance with the Act; and

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

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

WHEREAS, a public meeting was held upon the proposed amended Conflict of Interest Code at a regular meeting of the Board of Directors on July 21, 2022, at which all present were given an opportunity to be heard on the proposed amended Conflict of Interest Code.

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

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

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

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

PASSED AND ADOPTED, by the Board this 21st day of July 2022 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System

Resolution 22-06

LAW OFFICES OF
BEST BEST & KRIEGER LLP

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

CONFLICT OF INTEREST CODE
OF THE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
(Amended July 21, 2022)

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

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

APPENDIX

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

(Amended July 21, 2022)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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

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

Board of Directors and Alternates

Chief Executive Officer

Chief Financial Officer

Investment Consultant

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

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Assistant (Copy Center)	4
Applications Development & Support Manager	5
Assistant Manager of Maintenance	5
Assistant Manager of Stores	5
Associate Transportation Planner	5
Business Systems Analyst (ALL)	5
Buyer	4
Chief Human Resources Officer	5
Chief Information Officer	5
Chief of Staff	1
Chief Operating Officer – Rail	1
Chief Operating Officer – Transit Services	1
Community Engagement Specialist	5
Contract Administrator	4
Controller	1, 2
Creative Design Manager	5
Deputy Director of Transit Enforcement	5
Deputy Fare Systems Administrator	5
Deputy General Counsel	2, 5, 6, 7
Director of Capital Projects	1, 2

LAW OFFICES OF
BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Director of Contract Services & Passenger Facilities	3, 5
Director of Financial Planning & Analysis	1, 2
Director of Fleet and Facility Maintenance	5
Director of Human Resources	5
Director of Marketing & Communications	5
Director of Planning & Scheduling	1, 2
Director of Supply & Operations	4
Director of Support Services	5
Director of Transit Security & Passenger Safety	5
Director of Transportation	1
Division Manager of Maintenance	5
Environmental Health & Safety Specialist	5
Fare Systems Administrator	5
Financial Analyst	4
For-Hire Vehicle Administration Manger	5
General Counsel	1, 2
Grants Administrator	9
Graphic Designer	5
Information Security & Intelligence Engineer	5
Information Security & Intelligence Manager	5
Information Technology Development Manager	5

LAW OFFICES OF
BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Information Technology Enterprise Architect (IoT)	5
Information Technology Operation Manager	5
Internal Auditor	4
Lead Revenue Maintenance Supervisor	5
Liability Claims Supervisor	1, 2, 7
Manager of Benefits & Compensation	5
Manager of Contract Operations & Passenger Facilities	2, 4
Manager of Government Affairs	1
Manager of Human Resources	5
Manager of Inventory Operations	4
Manager of Marketing and Communications	5
Manager of Paratransit & Mini Bus	5
Manager of Procurement	4
Manager of PRONTO AND Passenger Support	5
Manager of Real Estate Assets	1, 2
Manager of Right of Way Engineer	2, 3, 5
Manager of Risk and Claims	1, 2, 7
Manager of Scheduling	5
Manager of Service Quality and Special Operations	5, 8
Manager of Support Services	2, 3, 5
Manager of Talent Acquisition	5

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Marketing and Communications Specialist	5
Network Operations Manager	5
Operating Budget Supervisor	1, 2
Principal Contract Administrator	4
Procurement Specialist (ALL)	4
Professional Standards Manager	7
Project Manager (ALL)	1, 2
Public Relations Specialist	5
Regulatory Enforcement Supervisor	6
Report Development Analyst	5
Right-of-Way Engineer	1, 2
SAP System Administrator	5
Security System Administrator	5
Senior Contract Operations Administration	5
Senior Human Resources Analyst	5
Senior Project Manager - Rail Systems	1, 2
Senior SAP Architect	5
Senior Transportation Planner	1, 2
Software Developer	5
Superintendent of Facilities	5
Superintendent of LRV Maintenance	5

LAW OFFICES OF
BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Superintendent of Transportation	5
Superintendent of Wayside Maintenance	5
Supervisor of Paratransit & Mini Bus	5
Supervisor Revenue Operations	5
Technical Project Manager	5
Transit Asset Management Program Manager	2, 4
Transportation Operations Specialist (ALL)	2, 5
Worker's Compensation Analyst (ALL)	7
ZEV and Sustainability Manager	5
Consultant and New Positions ²	

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

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”**DISCLOSURE CATEGORIES**

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

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

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

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

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

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

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

LAW OFFICES OF
BEST BEST & KRIEGER LLP

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

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

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

Category 9: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through MTS or its subdivisions.

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

CONFLICT OF INTEREST CODE
OF THE
SAN DIEGO METROPOLITAN
TRANSIT SYSTEM

CONFLICT OF INTEREST CODE

OF THE

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

(Amended ~~September 17, 2020~~ July 21, 2022)

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

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

APPENDIX

CONFLICT OF INTEREST CODE OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

(Amended ~~September 17, 2020~~ July 21, 2022)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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

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

Board of Directors and Alternates

Chief Executive Officer

Chief Financial Officer

Investment Consultant

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

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

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Administrative Assistant (Copy Center)	4
Applications Development & Support Manager	5
Assistant Manager of Maintenance	5
Assistant Manager of Stores	5
<u>Associate Transportation Planner</u>	<u>5</u>
Business Systems Analyst (ALL)	5
Buyer	4
Chief Human Resources Officer	5
Chief Information Officer	5
Chief of Staff	1
Chief Operating Officer – Rail	1
Chief Operating Officer – Transit Services	1
<u>Community Engagement Specialist</u>	<u>5</u>
Contract Administrator	4
Controller	1, 2
Creative Design Manager	5
Datacenter Operations Manager	5
Deputy Director of Transit Enforcement	5
<u>Deputy Fare Systems Administrator</u>	<u>5</u>
<u>Deputy General Counsel</u> Staff Attorney – Regulatory Compliance	2, 5, 6, 7

LAW OFFICES OF
BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>	
Director of Capital Projects	1, 2	
<u>Director of Contract Services & Passenger Facilities</u>	<u>3, 5</u>	
Director of Financial Planning & Analysis	1, 2	
Director of Fleet and Facility Maintenance	5	
Director of Human Resources	5	
Director of Marketing & Communications	5	
Director of Planning <u>& Scheduling</u>	<u>1, 2</u>	
Director of Supply & Operations	4	
<u>Director of Support Services</u>	<u>5</u>	
<u>Director of Transit Security & Passenger Safety</u> Director of Transit System Security		5
Director of Transportation	1	
Division Manager of Maintenance	5	
Enterprise Business Solutions Manager	5	
Environmental Health & Safety Specialist	5	
Fare Systems Administrator	5	
Financial Analyst	4	
<u>For-Hire Vehicle Administration Manger</u> Taxicab Administration Manager	<u>5</u>	
General Counsel	1, 2	
<u>Grants Administrator</u>	<u>9</u>	
Graphic Designer III	5	
Information Security & Intelligence Engineer	5	

LAW OFFICES OF
BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Information Security & Intelligence Manager	5
<u>Information Technology Development Manager</u>	<u>5</u>
<u>Information Technology Enterprise Architect (IoT)</u>	<u>5</u>
<u>Information Technology Operation Manager</u>	<u>5</u>
Internal Auditor	4
<u>Lead Revenue Maintenance Supervisor</u> Revenue Maintenance Supervisor	<u>5</u>
Liability Claims Supervisor	1, 2, 7
Manager of Advertising & Contracts	5
Manager of Benefits & Compensation	5
Manager of Contract Operations & Passenger Facilities	-2, 4
Manager of Government Affairs	1
Manager of Human Resources	5
Manager of Inventory Operations	4
<u>Manager of Marketing and Communications</u>	<u>5</u>
Manager of Paratransit & Mini Bus	5
Manager of Procurement	4
<u>Manager of PRONTO AND Passenger Support</u>	<u>5</u>
Manager of Real Estate Assets	1, 2
<u>Manager of Right of Way Engineer</u>	<u>2, 3, 5</u>
Manager of Risk and Claims	1, 2, 7
Manager of Scheduling	5

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Manager of Service Quality and Special Operations—Rail Division	<u>5, 8</u>
Manager of Support Services	2, 3, 5
Manager of Talent Acquisition- Manager	5
<u>Marketing and Communications Specialist</u>	<u>5</u>
Network Operations Manager	5
Operating Budget Supervisor	1, 2
<u>Principal Contract Administrator</u>	<u>4</u>
Procurement Specialist (ALL)	4
<u>Professional Standards Manager</u>	<u>7</u>
Project Engineer (Rail)_	1, 2
Project Manager — Capital Projects_	2, 3, 5
<u>Project Manager (ALL)</u> [Combined Project Engineer (Rail) and Project Manager – Capital Project positions]	<u>1, 2</u>
<u>Public Relations Specialist</u>	<u>5</u>
Regulatory Enforcement Supervisor	6
Report Development Analyst	5
Right-of-Way Engineer	1, 2
SAP System Administrator	5
<u>Security System Administrator</u>	<u>5</u>
<u>Senior Contract Operations Administration</u>	<u>5</u>
Senior Human Resources Analyst	5
Senior Project Manager Manager of Capital Projects	1, 2

LAW OFFICES OF
BEST BEST & KRIEGER LLP

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>Senior Project Manager - Rail Systems</u> Systems Engineer (Rail)	1, 2
<u>Senior SAP Architect</u>	<u>5</u>
Senior Transportation Planner	1, 2
Senior Worker's Compensation Analyst <u>(ALL)</u>	7
<u>Software Developer</u>	<u>5</u>
Superintendent of Facilities	5
Superintendent of LRV Maintenance	5
Superintendent of Transportation	5
Superintendent of Wayside Maintenance	5
Supervisor of Paratransit & Mini Bus	5
<u>Supervisor Revenue Operations</u> Revenue Supervisor ———	5
<u>Technical Project Manager</u>	<u>5</u>
Transit Asset Management Program Manager	2, 4
Transportation Operations Specialist (ALL)	2, 5
Zero Emission Bus Project Specialist <u>ZEV and Sustainability Manager</u>	5

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Consultant and New Positions²

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

The Chief Executive Officer may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

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

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

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

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

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

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

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

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

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

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

Category 9: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through MTS or its subdivisions.



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 07/14/2022

Agenda Item No. 9

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

**LEGAL SERVICES – CONTRACT AMENDMENTS TO INCREASE FUNDS FOR PROJECTED
EXPENSES IN FISCAL YEAR 2023**

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 (in substantially the same format as Attachments A – O) by \$1,865,000.00 to cover anticipated Fiscal Year 2023 (FY 23) expenses.

Budget Impact

The total budget for this project shall not exceed \$1,865,000.00. Sufficient funding has been programmed to pay these expenses in the current operating and capital budgets. The departments from which these expenses are drawn include: Risk & Claims, Land Management, General Counsel, Human Resources, Finance and the San Diego & Arizona Eastern Railway Company (SD&AE).

DISCUSSION:

On October 11, 2018, the Board established a panel of 25 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 (15) of these firms will require contract increases to pay current and anticipated legal expenses in FY 23.

MTS currently employs two (2) in-house attorneys: General Counsel and Deputy General Counsel. 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 Deputy General Counsel position focuses on various regulatory compliance matters, For-Hire Vehicle Administration, Title VI and Disadvantaged Business Enterprise (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, and matters involving the Desert Line or legal issues related to property owned by the 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 MTS Board Policy No. 41 "Signature Authority". The contracts proposed for today's action require Board authority under MTS Board Policy No. 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 23:

#	Firm Name	Area of Law	Contract No.	Current Contract Amount	Proposed Increase Amount	Total Contract Amount	Attachment
1	Dean Gazzo Roistacher	Tort Liability	G2204.6-19	\$310,000.00	\$150,000.00	\$460,000.00	A
2	Duane Morris	Financial	G2211.3-19	\$88,625.46	\$50,000.00	\$138,625.46	B
3	Floyd Skeren Manukian Lagevin	Workers' Compensation	G2215.4-19	\$275,000.00	\$100,000.00	\$375,000.00	C
4	Gordon Rees Scully Mansukhani	Tort Liability	G2640.2-22	\$100,000.00	\$200,000.00	\$300,000.00	D
5	Horton Oberrecht & Kirkpatrick & Martha	Tort Liability	G2326.3-20	\$250,000.00	\$50,000.00	\$300,000.00	E
6	Kegel Tobin & Truce, APC	Workers' Compensation	G2245.4-19	\$195,000.00	\$90,000.00	\$285,000.00	F
7	Laughlin Falbo Levy & Moresi LLP	Workers' Compensation	G2216.5-19	\$386,911.71	\$125,000.00	\$511,911.71	G
8	Leidle & Larson, LLP	Tort Liability	G2205.4-19	\$607,296.81	\$75,000.00	\$682,296.81	H

9	Eldon L. Floyd & Associates	Workers' Compensation	G2214.4-19	\$175,000.00	\$25,000.00	\$200,000.00	I
10	Law Offices of Mark H. Barber	Workers' Compensation	G2217.5-19	\$251,533.45	\$75,000.00	\$326,533.45	J
11	Law Offices of Michael E. Ripley	Tort Liability	G2206.4-19	\$596,666.90	\$150,000.00	\$746,666.90	K
12	Myers Nave	General	G2202.3-19	\$275,000.00	\$150,000.00	\$425,000.00	L
13	Ryan Carvalho, LLP	Tort Liability	G2207.4-19	\$613,877.22	\$125,000.00	\$738,877.22	M
14	Trovillion Inveiss & Demakis, APC	Workers' Compensation	G2218.3-19	\$225,173.24	\$100,000.00	\$325,173.24	N
15	Wheatley Bingham & Baker LLP	Tort Liability	G2209.4-19	\$1,137,369.09	\$400,000.00	\$1,537,369.09	O
Totals				\$5,487,453.88	\$1,865,000.00	\$7,352,453.88	

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.

Item #4 above is a new relationship that MTS formed with Gordon Rees Scully Mansukhani to pay fees and costs on a matter in which MTS is indemnifying the City of San Diego. Fees and costs are currently being paid on a purchase-order basis. Since additional authority will be needed in the forthcoming fiscal year, this will be turned into a contract.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute amendments to the legal services contracts described above, increasing the dollar amount of fifteen (15) legal services contracts (in substantially the same format as Attachments A – O) by \$1,865,000.00 to cover anticipated fiscal year 2023 (FY 23) expenses.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Amendment G2204.6-19 (Dean Gazzo Roistacher)
B. Draft Amendment G2211.3-19 (Duane Morris)
C. Draft Amendment G2215.4-19 (Floyd Skeran Manukian Langevin)
D. Draft Amendment G2640.2-22 (Gordon Rees Scully Mansukhani)
E. Draft Amendment G2326.3-20 (Horton Oberrecht & Kirkpatrick & Martha)
F. Draft Amendment G2245.4-19 (Kegel Tobin & Truce, APC)
G. Draft Amendment G2216.5-19 (Laughlin Falbo Levy & Moresi LLP)
H. Draft Amendment G2205.4-19 (Leidle Larson, LLP)

- I. Draft Amendment G2214.4-19 (Law Offices of Eldon Floyd)
- J. Draft Amendment G2217.5-19 (Law Offices of Mark Barber)
- K. Draft Amendment G2206.4-19 (Law Offices of Michael Ripley)
- L. Draft Amendment G2202.3-19 (Myers Nave)
- M. Draft Amendment G2207.4-19 (Ryan Carvalho, LLP)
- N. Draft Amendment G2218.3-19 (Trovillion, Inveiss & Demakis, APC)
- O. Draft Amendment G2209.4-19 (Wheatley Bingham & Baker LLP)



**Metropolitan
Transit
System**

Amendment 6

Date: July 21, 2022

MTS Doc No. G2204.6-19

LEGAL SERVICES – TORT LIABILITY

Dean Gazzo Roistacher, LLP
Mr. Scott Noya
Of Counsel
462 Stevens Ave, Suite 201
Solana Beach, CA, 92075-2099

This shall serve as Amendment No.6 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 \$150,000. The total value of this contract including this amendment shall be in the amount of \$460,000. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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, Of Counsel
Dean Gazzo Roistacher, LLP

Date: _____





**Metropolitan
Transit
System**

Amendment 3

Date: July 21, 2022

MTS Doc No. G2211.3-19

LEGAL SERVICES - FINANCIAL

Duane Morris LLP
Lisa C. Merrill
Attorney
750 B Street
San Diego, CA, 92101

This shall serve as Amendment No.3 to the original agreement G2211.0-19 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 an additional costs not to exceed \$50,000. The total value of this contract including this amendment shall be in the amount of \$138,625.46. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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: _____





**Metropolitan
Transit
System**

Amendment 4

Date: July 21, 2022

MTS Doc No. G2215.4-19

LEGAL SERVICES – WORKERS’ COMPENSATION

Floyd Skeren Manukian Lagevin, LLP
Thomas M. Skeren, Jr.
Senior Partner
7525 Metropolitan Drive, Suite 304
San Diego, CA, 92108

This shall serve as Amendment No.4 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 \$100,000.00. The total value of this contract including this amendment shall be in the amount of \$375,000.00. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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

Thomas M. Skeren, Jr., Senior Partner
Floyd Skeren Manukian Lagevin, LLP

Date: _____





**Metropolitan
Transit
System**

Amendment 2

Date: July 21, 2022

MTS Doc No. G2640.2-22

LEGAL SERVICES – TORT LIABILITY

Gordon Rees Scully Mansukhani, LLP
Mark Posard
Senior Partner
3 Parkcenter Drive, Suite 200
Sacramento, CA, 95825

This shall serve as Amendment No.2 to the original agreement G2640.0-22 as further described below.

SCOPE

There shall be no change to the scope of the contract.

SCHEDULE

There shall be no change to the schedule of the contract.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$200,000.00. The total value of this contract including this amendment shall be in the amount of \$300,000.00. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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

Mark Posard, Senior Partner
Gordon Rees Scully Mansukhani, LLP

Date: _____





**Metropolitan
Transit
System**

Amendment 3

Date: July 21, 2022

MTS Doc No. G2326.3-20

LEGAL SERVICES – TORT LIABILITY

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.3 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 \$50,000.00. The total value of this contract including this amendment shall be in the amount of \$300,000.00. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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: _____





Metropolitan Transit System

Amendment 4

Date: July 21, 2022

MTS Doc No. G2245.4-19

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.4 to the original agreement G2245.0-19 as further described below.

SCOPE

There shall be no changes 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 \$90,000.00. The total value of this contract including this amendment shall be in the amount of \$285,000.00. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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: _____





**Metropolitan
Transit
System**

Amendment 5

Date: July 21, 2022

MTS Doc No. G2216.5-19

LEGAL SERVICES – WORKERS' COMPENSATION

Laughlin, Falbo, Levy & Moresi LLP
Marijo Kuperman
Managing Partner
600 B Street, Suite 2300
San Diego, CA, 92101

This shall serve as Amendment No.5 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 \$125,000.00. The total value of this contract including this amendment shall be in the amount of \$511,911.71. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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, Managing Partner
Laughlin, Falbo, Levy & Moresi LLP

Date: _____





**Metropolitan
Transit
System**

Amendment 4

Date: July 21, 2022

MTS Doc No. G2205.4-19

LEGAL SERVICES – TORT LIABILITY

Liedle & Larson, LLP
Matthew J. Liedle
Managing Partner
12520 High Buff Dr. Suite 200
San Diego, CA, 92130

This shall serve as Amendment No.4 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 \$75,000.00. The total value of this contract including this amendment shall be in the amount of \$682,296.81. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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, LLP

Date: _____





**Metropolitan
Transit
System**

Amendment 4

Date: July 21, 2022

MTS Doc No. G2214.4-19

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.4 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 \$25,000.00. The total value of this contract including this amendment shall be in the amount of \$200,000.00. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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: _____





**Metropolitan
Transit
System**

Amendment 5

Date: July 21, 2022

MTS Doc No. G2217.5-19

LEGAL SERVICES – WORKERS’ COMPENSATION

Law Offices of Mark H. Barber
Mark H. Barber
Managing Attorney/Owner
2727 Camino del Rio South, Suite 200
San Diego, CA, 92108

This shall serve as Amendment No.5 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 \$75,000.00. The total value of this contract including this amendment shall be in the amount of \$326,533.45. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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

Mark H. Barber, Managing
Attorney/Owner
Law Offices of Mark H. Barber

Date: _____





**Metropolitan
Transit
System**

Amendment 4

Date: July 21, 2022

MTS Doc No. G2206.4-19

LEGAL SERVICES – TORT LIABILITY

Law Office of Michael E. Ripley
Michael Ripley
Attorney/Proprietor
12520 High Bluff Dr., Suite 110
San Diego, CA, 92130

This shall serve as Amendment No.4 to the original agreement G2206.0-19 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 \$150,000.00. The total value of this contract including this amendment shall be in the amount of \$746,666.90. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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 Office of Michael E. Ripley

Date: _____





**Metropolitan
Transit
System**

Amendment 3

Date: July 21, 2022

MTS Doc No. G2202.3-19

LEGAL SERVICES - GENERAL

Meyers Nave
David W. Skinner
Partner
101 W. Broadway, Suite 1105
San Diego, CA, 92101

This shall serve as Amendment No.3 to the original agreement G2202.0-19 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 \$150,000.00. The total value of this contract including this amendment shall be in the amount of \$425,000.00. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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

David W. Skinner, Partner
Meyers Nave

Date: _____





**Metropolitan
Transit
System**

Amendment 4

Date: July 21, 2022

MTS Doc No. G2207.4-19

LEGAL SERVICES – TORT LIABILITY

Ryan Carvalho, LLP
Norman Ryan
Attorney
8989 Rio San Diego Drive, Suite 368
San Diego, CA, 92130

This shall serve as Amendment No.4 to the original agreement G2207.0-19 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 \$125,000.00. The total value of this contract including this amendment shall be in the amount of \$738,877.22. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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: _____





**Metropolitan
Transit
System**

Amendment 3

Date: July 21, 2022

MTS Doc No. G2218.3-19

LEGAL SERVICES – WORKERS” COMPENSATION

Trovillion, Inveiss & Demakis, APC
Nicole Demakis
Partner
1455 Frazee Road, Suite 650
San Diego, CA, 92108

This shall serve as Amendment No.3 to the original agreement G2218.0-19 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 \$100,000.00. The total value of this contract including this amendment shall be in the amount of \$325,173.24. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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 and Demakis, APC

Date: _____





**Metropolitan
Transit
System**

Amendment 4

Date: July 21, 2022

MTS Doc No. G2209.4-19

LEGAL SERVICES – WORKERS' COMPENSATION

Wheatley Bingham & Baker LLP
Roger P. Bingham
Partner
101 W. Broadway, Suite 600
San Diego, CA, 92101

This shall serve as Amendment No.4 to the original agreement G2209.0-19 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 \$400,000.00. The total value of this contract including this amendment shall be in the amount of \$1,537,369.09. This amount shall not be exceeded without prior written approval from MTS.

Please sign and return the 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: _____





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 07/14/22

Agenda Item No. 10

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

SKID STEER PURCHASE & DELIVERY – 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. L1620.0-22 (in substantially the same format as Attachment A) with Miramar Bobcat, LLC, at \$159,056.41, for the purchase and delivery of a skid steer (Attachment B).

Budget Impact

The total budget for this project shall not exceed at \$159,056.41 (Attachment C), and will be funded by the FY22 On-Track Equipment Replacement budget, WBSE 2005114901.

DISCUSSION:

MTS is looking for a contractor to purchase and deliver a new skid steer for San Diego Trolley, Inc. (SDTI) Track Department. It will replace the current outdated skid steer that is beyond its useful life. The skid steer will be used by MTS Maintenance of Way (MOW) department for use on in-house track maintenance (e.g. loading and unloading asphalt, loading ballast, cleaning drainage, and loading track materials).

On May 5, 2022, MTS issued an Invitation for Bids (IFB) seeking a contractor to purchase and deliver a skid steer. Three (3) bids were received by the deadline of June 8, 2022 and are summarized as follows:

Company Name	Bid Amount	Disadvantage Business Enterprise (DBE)/Small Business (SB)/Minority Business Enterprise (MBE)
Innovative Equipment Services 3 LLC *	\$133,851.09	N/A
Miramar Bobcat, LLC	\$159,056.41	N/A



Jamison Transportation Products	\$247,250.26	Disadvantaged Business Enterprise (DBE)
<i>MTS Independent Cost Estimate (ICE)</i>	<i>\$147,499.53</i>	

**Non-responsive bidder*

Innovative Equipment Services' bid was rejected as the bid submittal was for a 2022 Takeuchi TL12R2-R, and not for the specified skid steer, M2 Series Bobcat S770, or an MTS approved equal. Innovative Equipment Services did not request for an approved equal before the deadline provided in the IFB.

Based on the bids received, and in comparison, with the MTS ICE, staff recommends awarding the contract to Miramar Bobcat, Inc. Staff has determined the price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1620.0-22 (in substantially the same format as Attachment A) with Miramar Bobcat, Inc., at \$159,056.41, for the purchase and delivery of a skid steer (Attachment B).

/S/ Sharon Cooney

Sharon Cooney

Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. L1620.0-22
B. Scope of Work
C. Cost Form



Metropolitan Transit System

STANDARD AGREEMENT

FOR

MTS DOC. NO. L1620.0-22

SKID STEER PURCHASE AND DELIVERY

THIS AGREEMENT is entered into this _____ day of _____, 2022 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: Miramar Bobcat, LLC

Address: 9370 Miramar Road

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

San Diego CA 92126
City State Zip

Email: dcombs3@harsco.com

Telephone: (714) 412-9143

Authorized person to sign contracts

James Wahlstrom
Name

Regional Sales Manager
Title

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

The contract is effective July 21, 2022. Delivery of all orders must be shipped in a timely manner. MTS has determined that 365 calendar days or less from the date of Notice to Proceed (NTP) is a satisfactory time for delivery. The contract will terminate July 21, 2023.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$159,056.41 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	MIRAMAR BOBCAT, LLC
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	
By: <u>Karen Landers, General Counsel</u>	Title: _____



1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. GENERAL SPECIFICATIONS

Contractor shall provide the San Diego Metropolitan Transit System (MTS), on behalf of San Diego Trolley, Inc. (SDTI), with a skid steer.

1.1.1. SPECIFICATIONS

Skid-steer shall be a M2 Series Bobcat S770 or Approved Equal and meet the following minimum requirements.

- a. Minimum Tier IV 92 HP diesel engine.
- b. Two speed motor control.
- c. Selectable joystick controls of approved equal.
- d. Provide with the ability to connect and disconnect non-hydraulic attachments from inside the cab through electronic control.
- e. Open cab.
- f. Standard instrumentation panel.
- g. Adjustable suspension seat.

Provide with the following attachments:

- a. 74" heavy duty bucket with bolt-on 74" cutting edge.
- b. 48" 5.5K Severe Duty Pallet Fork Frame or approved equal.
- c. 48" 5.5K Teeth or approved equal.
- d. Solid Tires.

Contractor shall provide option pricing for the following equipment attachments:

- a. 72" Brushcat rotary cutter or approved equal.
- b. 74" Industrial bucket grapple.
- c. 72" sweeper bucket.
- d. Bobcat 30H Auger Hex Drive unit or approved equal. Unit also shall include the mounting frame, bumper kit, and 18" heavy duty hex bit.
- e. 14" standard flow planer with 14" drum.
- f. SG60 Stump grinder or approved equal. As part of the bid, contractor shall provide a specification sheet that details on how to attach an accessory(ies) to the SG60 Stump grinder or approved equal.
- g. Model 25 Dumping Hopper or approved equal. Minimum 2 cubic yard struck capacity.

1.2. EXECUTION

1.2.1 HANDLING AND DELIVERY

The skid steer should be delivered to the MTS Building C Yard located at 1535 Newton Ave, San Diego, CA 92113.

Contractor to notify MTS 48 hours prior to delivery. Contact information will be released upon contract award.

Delivery of all orders must be shipped in a timely manner. MTS has determined that 365 calendar days or less from the date of Notice to Proceed (NTP) is a satisfactory time for delivery.

1.3. MEASUREMENT AND PAYMENT

The contract price paid for "Furnish Skid-Steer" shall include full compensation for furnishing and delivering one (1) Skid-steer as specified.

1.4. INVOICES

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

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

1.5. WARRANTY

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

1.6. REPLACEMENT PARTS

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

1.7. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to the MTS Building C Yard located at 1535 Newton Ave, San Diego, CA 92113, unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

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

deficiencies. Contractor shall correct the deficiencies or supply new items or products (at the discretion of MTS), and resubmit for inspection and testing (if necessary).

L1620.0-22
SKID STEER PURCHASE AND DELIVERY
MIRAMAR BOBCAT, LLC

Quantity	Item Description	Total
1	Skid Steer	\$ 76,336.00
1	74" heavy duty bucket with bolt-on 74" cutting edge	\$ 2,187.00
1	48" 5.5K Severe Duty Pallet Fork Frame or approved equal	\$ 1,229.00
1	48" 5.5K Teeth or approved equal	\$ 729.00
1	Solid Tires	\$ 3,200.00
Equipment Options		
Option 1	72" Brushcat rotary cutter or approved equal.	\$ 10,629.00
Option 2	74" Industrial bucket grapple.	\$ 6,098.00
Option 3	72" sweeper bucket.	\$ 6,049.00
Option 4	Bobcat 30H Auger Hex Drive unit or approved equal. Unit also shall include the mounting frame, bumper kit, and 18" heavy duty hex bit.	\$ 5,655.00
Option 5	14" standard flow planer with 14" drum.	\$ 15,825.00
Option 6	SG60 Stump grinder or approved equal. Attachment should include attachment methodology required per manufacture.	\$ 12,563.00
Option 7	Model 25 Dumping Hopper or approved equal. Minimum 2 cubic yard struck capacity.	\$ 6,615.00
Sub-Total		\$ 147,115.00
Tax		\$ 11,401.41
Delivery Cost of Skid Steer to MTS		\$ 540.00
Overall Not-to-Exceed Amount		\$ 159,056.41



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 07/14/2022

Agenda Item No. 11

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

PYRAMID BUILDING INITIAL CLEANUP AND REPAIRS – WORK ORDER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-17 to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABC General Contractor, Inc. (ABC GC) in the amount of \$179,476.83, for the rehabilitation of the Pyramid Building.

Budget Impact

The total budget for this project shall not exceed \$179,476.83. Under separate MTS Doc No. L1282.0-16, with The Gordian Group, MTS will pay a 1.95% Job Order Contract (JOC) software license fee in the amount of \$3,499.80. This project is funded by MTS Capital Improvement Project (CIP) number 2006109401 – Pyramid Building Improvements.

DISCUSSION:

The MTS owned “Pyramid Building” located at 1699 Main Street in San Diego is currently unoccupied and requires cleanup and repairs. The long-term upgrades to the building include: seismic and structural repairs, fire rated wall, fire sprinklers and other minor upgrades to get the structure into a state of code compliance. Design services will be needed to evaluate these long-term upgrades. At this time, MTS plans to use the Pyramid Building for storage purposes.

In order to prepare for design services, initial repairs to the Pyramid Building are needed. These initial repairs will provide designers safer and improved access to the building to allow for them to perform a visual inspection of the columns and structures. The initial repairs generally consist of: demolishing and infilling the unusable loading dock, replacing existing high-bay light fixtures with Light-emitting diode (LED) fixtures to provide adequate lighting, removal of debris, removal of un-permitted office spaces, removal and proper disposal of all paintball splatter, removal of the un-permitted gaming area walls, removal of all of the parkour equipment and surrounding wood walls, and the concrete infilling of the open trenches.



This Project work will create a clear and open space for the design consultants to safely and adequately review the building and perform design services for the future planned building code compliance work.

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 ABCGC was the lowest responsive and responsible bidder. On December 10, 2020 (Agenda Item No. 11), the MTS Board authorized the CEO to execute MTS Doc. No. PWG324.0-21 with ABCGC for General Building Construction Services.

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 restroom and locker room rehabilitation. Work is expected to be completed by September 2022. For this work order, ABCGC will be utilizing the following subcontractors: Casper's Concrete Cutting and Doctor of Electricity (See Attachment B).

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-17 to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A) with ABCGC in the amount of \$179,476.83, for the rehabilitation of the Pyramid Building.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order MTSJOC324-17
B. Scope of Work



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-17
WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____, 2022, 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 \$179,476.83

<u>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</u>	<u>ABC GENERAL CONTRACTOR, INC.</u>
By: <u>Sharon Cooney, Chief Executive Officer</u>	Firm: _____
Approved as to form:	By: _____ Signature
By: <u>Karen Landers, General Counsel</u>	Title: _____





Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG324.0-21
CONTRACT NUMBER

MTSJOC324-17
WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____, 2022, 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 \$179,476.83

<u>SAN DIEGO METROPOLITAN TRANSIT SYSTEM</u>	<u>ABC GENERAL CONTRACTOR, INC.</u>
By: <u>Sharon Cooney, Chief Executive Officer</u>	Firm: _____
Approved as to form:	By: _____ Signature
By: <u>Karen Landers, General Counsel</u>	Title: _____



EXHIBIT A

(Scope of Work)



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 6/27/2022

Job Order Contracting

To:

From:

Contract No: PWG324.0-21
Job Order No: MTSJOC324-17
Job Order Title: Pyramid Building Initial Improvements
Location: Pyramid Building
1695 Main Street
San Diego, CA 92113

Brief Scope of Work: Initial repairs and cleanup at the Pyramid Building.

SCOPE OF WORK/MINIMUM TECHNICAL SPECIFICATIONS

SECTION 1-1 GENERAL

Within the Pyramid Building there are various small items that need correcting as well as an overall cleanup of the building.

All work is to occur at the Pyramid Building 1699 Main St., San Diego 92113

SECTION 1-2 STAGING

Contractor is to keep and store all materials and equipment within the work area or building as much as possible. Any further staging would have to be coordinated with the MTS Project Manager, but the desire is to keep all equipment in the building's Bay 3. 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 1-3 TEMP FACILITIES

The contractor may use the restroom in Bay 1 or provide their own temp restrooms. Contractor is responsible for temp power and water if there is not a close or local source.

Diligent caution must be taken during the undertaking of this work. All work will occur within or around the building. MTS will loan keys for building access and necessary parking spots will be coned off. Contractor is to cone off suitable spots with delineators and caution tape throughout the duration of the work. Only vehicles necessary for the performance of the work shall be parked within the lot adjacent to the work. All other parking can be offsite.

SECTION 1-5 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 1-6 SCHEDULE AND SEQUENCING

All work shall be completed within thirty (30) calendar days from issuance of Notice to Proceed. Contractor is to provide a schedule for the work.

SECTION 1-7 PYRAMID BUILDING INITIAL CLEANUP

The intent of this project is to perform some initial repairs in the building as well as a cleanup & disposal and minor renovations. The building layout is Bay 1 from the south to Bay 4 to the north.

Site:

Remove loading dock on exterior between Bay 1 & 2. Remove sump pump in its entirety as well as concrete, CMU retaining wall, backfill and then pave back with concrete and hatch out white striping and no parking stencils to match adjacent paving area. Pave back flow line to match existing.

At north edge of building, infill eroded asphalt at bottom of downspout with soil and slurry. Place a splash block at the outfall of the downspout.

At the north-west corner of the building, backfill exposed footing with soil and slurry to prevent further erosion.

Bay 1:

Replace bulbs in approximately 15 light fixtures in order to provide suitable lighting inside the bay.

Bay 2:

Replace 2 light bulbs at entry.

Bay 3:

Remove and dispose of all old gym equipment and miscellaneous debris from the chain-link fence at the south side to the CMU wall on the north side.

Demo office space walls and safe off electrical as needed.

Demo chain-link fencing, cut anchor bolts flush to finish surface.

Demo metal monkey bar structure, cut anchor bolts flush to finish surface.

Perform a final sweep and broom clean of the entire bay.

Bay 4:

Remove and dispose of all old paintball equipment, debris, trash, gym equipment and anything else remaining inside the bay from the previous tenant.

Remove the large wood walls surrounding the parkour area.

Remove all equipment inside the parkour area.

Remove, capture and dispose of all paintball splatter on the walls and columns inside of Bay 4.

Cap the plumbing utilizes and infill the open trenches with concrete in the restroom construction area.

Demo the gaming center drywall and associated electrical. Cut any anchors flush to surface.

Perform a final sweep and broom clean of the entire bay.

Eli Belknap, Manager of Capital Projects

Date

EXHIBIT B (Cost Breakdown)

**Job: MTSJOC324-17: Pyramid Building Initial Improvements**

JOC Name (Contractor): ABC General Inc.
Contract Name: JOC Building and Facilities Construction Services - Option 1
Contract Number: PWG324.0-21
Job Order Number: MTSJOC324-17
Job Order Name: Pyramid Building Initial Improvements
Location: Pyramid Building
Cost Proposal Date: June 7, 2022
Proposal Value: \$179,476.83

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$158,979.04	\$0.00	\$0.00	\$158,979.04
02	Existing Conditions	\$2,433.61	\$0.00	\$0.00	\$2,433.61
03	Concrete	\$1,966.81	\$0.00	\$0.00	\$1,966.81
26	Electrical	\$13,119.57	\$0.00	\$1,417.89	\$14,537.46
32	Exterior Improvements	\$1,559.91	\$0.00	\$0.00	\$1,559.91
Proposal Total:					\$179,476.83
The Percentage of Non Pre-Priced on this Proposal:					0.00%



JOC Name (Contractor): ABC General Inc.
Contract Name: JOC Building and Facilities Construction Services - Option 1
Contract Number: PWG324.0-21
Job Order Number: MTSJOC324-17
Job Order Name: Pyramid Building Initial Improvements
Location: Pyramid Building
Cost Proposal Date: June 7, 2022
Proposal Value: \$179,476.83

Record #	CSI Number	MOD	UOM	Description	Unit Price		Factor		Total	
01 General Requirements									\$158,979.04	
1	012220000006		HR	Carpenter						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		80.00	x	\$87.52	x	1.0163	=	\$7,115.73
Equipment Excluded			Materials Excluded						\$7,115.73	
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										
2	012220000008		HR	Cement Mason						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		32.00	x	\$73.65	x	1.0163	=	\$2,395.22
Equipment Excluded			Materials Excluded						\$2,395.22	
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										
3	012220000010		HR	Electrician						
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	HR		80.00	x	\$78.27	x	1.0163	=	\$6,363.66
Equipment Excluded			Materials Excluded						\$6,363.66	
User Note:										
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.										
Owner Comments:										
Contractor Comments:										

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

4	012220000027	HR	Laborer								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	HR	400.00	x	\$74.04	x	1.0163	=	\$30,098.74	
	Equipment Excluded		Materials Excluded							\$30,098.74	
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
5	012220000037	HR	Plumber								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	HR	16.00	x	\$95.53	x	1.0163	=	\$1,553.39	
	Equipment Excluded		Materials Excluded							\$1,553.39	
	User Note:										
	Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.									
	Owner Comments:										
	Contractor Comments:										
6	012223000028	DAY	60' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	DAY	2.00	x	\$512.06	x	1.0163	=	\$1,040.81	
	Labor Excluded		Equipment Excluded							\$1,040.81	
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
7	012223000062	WK	30' Electric, Scissor Platform Lift								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	WK	2.00	x	\$525.82	x	1.0163	=	\$1,068.78	
	Labor Excluded		Equipment Excluded							\$1,068.78	
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
8	012223000062	WK	30' Electric, Scissor Platform Lift								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	WK	2.00	x	\$525.82	x	1.0163	=	\$1,068.78	
	Labor Excluded		Equipment Excluded							\$1,068.78	
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										

**Job: MTSJOC324-17: Pyramid Building Initial Improvements**

9	012223000289	DAY	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader With Full-Time Operator							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	DAY	9.00	x	\$1,287.24	x	1.0163	=	\$11,774.00
	Equipment Excluded									\$11,774.00
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
10	012223000292	DAY	Hydraulic Hammer Attachment For Skid-Steer Loaders							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	DAY	9.00	x	\$202.64	x	1.0163	=	\$1,853.49
	Labor Excluded									
	Equipment Excluded									\$1,853.49
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
11	012223000419	DAY	3,500 LB Mini-Excavator With Full-Time Operator							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	DAY	8.00	x	\$1,002.01	x	1.0163	=	\$8,146.74
	Equipment Excluded									\$8,146.74
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
12	012223000868	DAY	5,000 PSI Pressure Washer With Full-Time Operator							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	DAY	5.00	x	\$727.40	x	1.0163	=	\$3,696.28
	Equipment Excluded									\$3,696.28
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
13	012223000868	DAY	5,000 PSI Pressure Washer With Full-Time Operator							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	DAY	5.00	x	\$727.40	x	1.0163	=	\$3,696.28
	Equipment Excluded									\$3,696.28
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									



Job: MTSJOC324-17: Pyramid Building Initial Improvements

14	012223001318	WK	3/4 Ton, 4 x 4 Crew Cab Pickup Truck With Full-Time Truck Driver								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	WK	2.00	x	\$3,599.37	x	1.0163	=	\$7,316.08	
	Equipment Excluded									\$7,316.08	
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
15	012223001330	DAY	13 CY Rear Dump Truck With Full-Time Truck Driver								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	DAY	12.00	x	\$1,621.69	x	1.0163	=	\$19,777.48	
	Equipment Excluded									\$19,777.48	
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
16	012223001330	DAY	13 CY Rear Dump Truck With Full-Time Truck Driver								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	DAY	12.00	x	\$1,621.69	x	1.0163	=	\$19,777.48	
	Equipment Excluded									\$19,777.48	
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
17	012223001341	DAY	2,000 Gallon Water Truck With Full-Time Driver								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	DAY	1.00	x	\$1,022.43	x	1.0163	=	\$1,039.10	
	Equipment Excluded									\$1,039.10	
	User Note:										
	Item Note:										
	Owner Comments:										
	Contractor Comments:										
18	017113000002	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck								
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	EA	4.00	x	\$230.26	x	1.0163	=	\$936.05	
	Materials Excluded									\$936.05	
	User Note:										
	Item Note:	Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.									
	Owner Comments:										
	Contractor Comments:										

Job: MTSJOC324-17: Pyramid Building Initial Improvements

19	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	\$715.07	x	1.0163	=	\$726.73
Materials Excluded										\$726.73
User Note:										
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 man lifts with >40' boom lengths, etc.										
Owner Comments:										
Contractor Comments:										
20	017413000003	CY	Collect Existing Debris And Load Into Truck Or Dumpster							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	CY		800.00	x	\$21.83	x	1.0163	=	\$17,748.66
Materials Excluded										\$17,748.66
User Note:										
Item Note: Per CY of debris removed.										
Owner Comments:										
Contractor Comments:										
21	017416000004	MSF	Sweeper/Vacuum/Sprayer For Parking Lots, Streets And Roads							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	MSF		75.00	x	\$22.59	x	1.0163	=	\$1,721.87
Materials Excluded										\$1,721.87
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
22	017419000036	TON	General Refuse							
Accepted				Quantity	x	Unit Price	x	Factor	=	LineTotal
	Installation	TON		190.00	x	\$44.52	x	1.0163	=	\$8,596.68
Labor Excluded Equipment Excluded										\$8,596.68
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

23 017419000046 EA Hauling With 10 To 12 CY Dump Truck, Up To 15 Miles

Accepted**Quantity x Unit Price x Factor = LineTotal**

Installation EA 12.00 x \$120.29 x 1.0163 = \$1,467.01

Materials Excluded**\$1,467.01****User Note:****Item Note:** Each first 15 miles per trip**Owner Comments:****Contractor Comments:**



Job: MTSJOC324-17: Pyramid Building Initial Improvements

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total
02 Existing Conditions							\$2,433.61
24	024119130071		EA	Saw Cut Minimum Set-up Charge, One Per Project			
	Accepted				Quantity x Unit Price x Factor =		LineTotal
		Installation	EA		1.00 x \$820.54 x 1.0163 =		\$833.91
							\$833.91
User Note:							
Item Note: For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.							
Owner Comments:							
Contractor Comments:							
25	024119130079		EA	Torch Cutting Minimum Charge			
	Accepted				Quantity x Unit Price x Factor =		LineTotal
		Installation	EA		2.00 x \$762.52 x 1.0163 =		\$1,549.90
							\$1,549.90
User Note:							
Item Note: For projects where the total torch cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.							
Owner Comments:							
Contractor Comments:							
26	029050000489		LB	Sweeping Compound For Emergency Clean-up			
	Accepted				Quantity x Unit Price x Factor =		LineTotal
		Installation	LB		100.00 x \$0.49 x 1.0163 =		\$49.80
							\$49.80
Labor Excluded Equipment Excluded							\$49.80
User Note:							
Item Note:							
Owner Comments:							
Contractor Comments:							

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total				
03 Concrete							\$1,966.81				
27	033053000004		CY	Direct Chute, Place Two Sack Cement, Concrete Slurry							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	CY		9.00	x	\$149.99	x	1.0163	=	\$1,371.91
										\$1,371.91	
User Note:											
Item Note: Two 94# sack cement per CY.											
Owner Comments:											
Contractor Comments:											
28	033716000010		HR	35 CY/HR, 66 HP Trailer Mounted Concrete Pump							
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal	
		Installation	HR		6.00	x	\$97.56	x	1.0163	=	\$594.90
										\$594.90	
User Note:											
Item Note: Includes hoses											
Owner Comments:											
Contractor Comments:											



Price Proposal Detail

By Division Report

Version: 2.0

Approved 06/07/2022 08:23:47 AM PST

Job: MTSJOC324-17: Pyramid Building Initial Improvements

Record #	CSI Number	MOD	UOM	Description	Unit Price			Factor	Total	
26	Electrical									\$14,537.46
29	260120910003		EA	Lock Out/Tag Out Breaker Or Motor Starter						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	10.00	x	\$19.77	x	1.0163	=	\$200.92
		Materials Excluded								\$200.92
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
30	265116000307		EA	4 T5HO Lamps, 4' Length, Fluorescent High Bay Fixture (Lithonia IBZ)						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	0.00	x	\$385.00	x	1.0163	=	\$0.00
		Demo	EA	15.00	x	\$93.01	x	1.0163	=	\$1,417.89
	Labor Excluded	Equipment Excluded		Materials Excluded						\$1,417.89
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									
31	265119000283		EA	21,000 Lumens, 200 Watt, 46.5" Length, LED Indirect High Bay Fixture (PlanLED IBL 200W)						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	EA	15.00	x	\$847.43	x	1.0163	=	\$12,918.65
										\$12,918.65
	User Note:									
	Item Note:									
	Owner Comments:									
	Contractor Comments:									

**Price Proposal Detail****By Division Report****Version: 2.0****Approved 06/07/2022 08:23:47 AM PST****Job: MTSJOC324-17: Pyramid Building Initial Improvements**

Record #	CSI Number	MOD	UOM	Description	Unit Price	Factor	Total			
32 Exterior Improvements							\$1,559.91			
32	321116160003		CY	Class II Graded Crushed Aggregate Roadway Base Course						
	Accepted			Quantity	x	Unit Price	x	Factor	=	LineTotal
		Installation	CY	21.25	x	\$72.23	x	1.0163	=	\$1,559.91
										\$1,559.91
User Note:										
Item Note:										
Owner Comments:										
Contractor Comments:										
Proposal Total:										\$179,476.83
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: 6/27/2022

Job Order Contracting

Contract #: PWG324.0-21
Job Order #: MTSJOC324-17
Job Order Title: Pyramid Building Initial Improvements
Location: Pyramid Building
Contractor: ABC General Inc.
Subcontractors: Casper's Concrete Cutting
the doctor of electricity

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Casper's Concrete Cutting 3825 Bancroft Drive, Spring Valley, CA 91977	478960	Demolition		\$116,650.00	64.99%
the doctor of electricity 41815 Hawthorne Street, Murrieta, CA 92562	517763	Electrician		\$9,500.00	5.29%



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 07/14/22

Agenda Item No. 12

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

**DAVRA NETWORKS RUBAN SOFTWARE REPORTING AND ANALYTICS, SERVER
MIGRATION AND SYSTEM ENHANCEMENTS – CONTRACT AMENDMENT**

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2071.0-18 (in substantially the same format as Attachment A), with Davra Networks, increasing the contract value in the amount of \$666,400.00, bringing the contract total to \$2,216,400.00 (Attachment B) and based on the changes to the scope, extend the agreement from December 1, 2022 through December 31, 2023.

Budget Impact

The total estimated cost of this amendment shall not exceed \$666,400.00. This amendment funding would come from the Capital Improvement Project (CIP) 2007116201-599903.

PROJECT DESCRIPTION	AMOUNT
Reporting & Analytics	\$ 540,400.00
Server Migration	\$ 16,800.00
System Enhancements	\$ 109,200.00
AMENDMENT NO. 4 GRAND TOTAL:	\$ 666,400.00

DISCUSSION:

MTS utilizes Davra Network's RuBAN™ software systems for next train arrivals, public address (PA) system announcements integration, automated passenger counting (APC), smart train sign programming, General Transit Feed Specification (GTFS) data, reports, and as an analytical tool for Light Rail Vehicle (LRV) operations and LRV maintenance staff. These information systems are a key communication link between transit operations and the traveling public.



To ensure these information systems continue to provide passengers with accurate and helpful information on arrival and departure times, and ensure LRV staff has real-time data on train performance and operations, further development of the RuBAN™ platform is needed. This contract amendment will involve: a server migration, system enhancements, reporting and analytics upgrades, and extend the contract by one (1) year in order to provide enough time to complete these changes.

In terms of the server migration, MTS will be upgrading the Davra Network's Linux servers due to the existing CoreOS operating system reaching end of useful life, being no longer supported, and causing concerns from information technology security standpoint. MTS will be moving from the CoreOS operating system to the Debian operating system. Using the Debian operating system will allow MTS to upgrade the RuBAN™ software to the most recent version, resolving the IT security issues identified by staff.

In terms of the system enhancements, minor changes to existing estimated train arrival algorithms and public announcement systems will be made, such as adding a feature that would allow input of a stop name or stop identification number in order to pull up estimated time of arrival more efficiently and to expand passenger announcements relating to how full a trolley car is of passengers.

In terms of reporting and analytics upgrades, this would expand train tracking reporting and analytics in the following ways:

- **Unscheduled Trips Support:**
 - Identify unscheduled trips (which are trips that are not scheduled in advanced but due to unanticipated events that may sometimes lead to sudden increases in demand, MTS will add extra services on-the-fly, either by leaving a train in service that is due to go out of service or by inserting a new train) to produce estimated time of arrival entries on station signs and record in applicable LRV Operation Reports.
- **Slow Consists:**
 - Identify where signaling at crossings (especially within Downtown area) is affecting scheduled performance of trains.
- **Schedule Accuracy:**
 - Identify where trains are consistently failing to meet scheduled performance.
- **Excessive Dwell Times:**
 - Identify where trains dwell longer than expected at stops.
- **Late Running Consists:**
 - Identify in real-time when a consist is running behind (or, potentially, ahead) of schedule.

Davra Networks has developed and expanded the RuBAN™ platform to meet agency needs and is responsible for support of all aspects of this platform. Davra Networks is the only firm that can develop the additional software enhancements to meet the continuing needs of the agency and support the current system in place. In order to maintain the RuBAN™ platform in a state of good repair and continue to provide the real-time information which our transit riders have come to expect and rely upon, it is necessary that Davra Networks continue to provide operational support of the RuBAN™ platform.

The proposed amount for this work is based off the rates of the existing contract and the total cost was determined to be fair and reasonable.

Therefore, staff recommends MTS Board of Directors authorize the CEO to execute Amendment No. 4 to MTS Doc. No. G2071.0-18, (in substantially the same format as

Attachment A), with Davra Networks, increasing the contract value in the amount of \$666,400.00, bringing the contract total to \$2,216,400.00 (Attachment B).

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Amendment No. 4 to MTS Doc. No. G2071.0-18
B. Davra Networks Statements of Work
C. Cost Form



**Metropolitan
Transit
System**

Amendment 4

Date: July 21, 2022

MTS Doc No. G2071.4-18

DAVRA RUBAN SOFTWARE REPORTING AND ANALYTICS, SERVER MIGRATION AND SYSTEM ENHANCEMENTS

Davra Networks
Brian McGlynn
Chief Operating Officer
440 North Wolfe Road
Sunnyvale CA 94085

This shall serve as Amendment No. 4 to the original agreement G2071.0-18 RuBAN Software and Support Infrastructure System Solution as further described below.

SCOPE

Contractor shall provide the reporting and analytics specified in Exhibit A, perform the server migration specified in Exhibit B and complete the system enhancements listed in Exhibit C.

SCHEDULE

Based on the changes to the scope, this agreement will be extended from December 1, 2022 through December 31, 2023.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$666,400.00. The total value of this contract including this amendment shall be in the amount of \$2,216,400.00. 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 a copy for your records.

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Brian McGlynn, Chief Operating Officer
Davra Networks

Date: _____

Attachments:

- A. Davra Reporting & Analytics Statement of Work
- B. Davra Server Migration Statement of Work
- C. Davra System Enhancements Statement of Work





SDMTS

Reporting & Analytics Statement of Work Rev 1.0

June 2022

Project Overview

To provide insight into train behaviour through new reporting and data analytics.

Time-based Reports

The requirements for time-based reports are:

- **Excessive Dwell Times:**
 - Identify where trains dwell longer than expected at stops. For each stop, report excessive dwell times on a trip-by-trip basis together with an average dwell time.
 - Report will be viewable on screen with various filtering options and can be printed or exported.
- **Schedule Accuracy:**
 - Identify where trains are consistently failing to meet scheduled performance from stop to stop. For each stop, report excessive transit times on a trip-by-trip basis together with an average transit time.
 - Report will be viewable on screen with various filtering options and can be printed or exported.
- **Late Running Consists:**
 - Identify in real-time when a consist is running behind (or, potentially, ahead) of schedule.
 - Deviations from schedule will be highlighted in the Train Management App for each live consist.
 - This will give a clear indication to the operators who can then put informational messages up on PA signs as required.

Excessive Dwell Times & Schedule Accuracy reports are complementary and can be combined into a single report.

Velocity-based Reports

- **Slow Consists:**
 - To identify where signalling at crossings (especially within the Downtown area) is affecting scheduled performance of trains

Unscheduled Trips Support

The detection of revenue trips created on-the-fly to meet sudden demand not anticipated in the GTFS schedule. This work is a pre-requisite for the Track Miles Travelled report.

Out of Scope Reports

Other reports that have been proposed but are out of scope are:

- Fast Consists (Velocity-based report)
- Track Miles Travelled (Distance-based report)

Schedule Accuracy Report

As described in the introduction, the Schedule Accuracy report will combine reporting on excessive dwell times and excessive transit times.

Design & Investigation

Scope:

- Gather requirements for new generic reporting service offering in Davra core platform.
- Identify new & existing sources of data to realise reports.
- Analysis of raw data requirements to achieve reports, data usage & retention (extra disk space for storage, etc).
- Determine best formats for presenting reports, required filtering.
- UX design

New Reports Service

Scope:

- A new core service to handle long running reporting requests:
 - Can be sent a batch of KairosDB requests, returns a unique token to identify request
 - Supports API for:
 - Polling for results per token, receives either an 'in progress' response or, if complete, the data.
 - Cancel request (by token)

Data Collection

Scope:

- Add new threshold config criteria (set by API call):
 - a default expected dwell time that can be overridden per stop to allow for stops that always have longer dwell (e.g. SDSU)
 - an absolute offset to allow for hit radius inaccuracies when detecting arrival at (or departure from) a stop.
 - a default excessive dwell time difference, the time beyond the expected dwell time at which a delay to departure is regarded as excessive. This can be defined as an absolute time in seconds or possibly a percentage of the expected dwell time.
 - a default excessive transit time difference, the time beyond the scheduled transit time at which lateness(or earliness) is regarded as excessive. This can be defined as an absolute time in seconds or possibly a percentage of the expected transit time.
- For average transit & dwell time, update ETA Baseline source data & handling to include line (*GTFS.route.route_id*) so that can distinguish between lines arriving at stations on common track. (Baselines on common track will now make a distinction between line travelled rather than a single transit_time & wait_time per shared stop)
- For specific trip breaches, detect & persist new **sdmts.report.schedule** event every time a consist leaves a stop (or arrives at terminus)

Data Retrieval

Scope:

- Method to retrieve per stop summary details from new Reports Service.
Transit Time & Dwell Time time-series retrieval for date range, further refinement based on user filters (e.g. line). Generate average per stop/direction.
- Method to retrieve specific trips (optionally only with excesses) for a given stop from new Reports Service.
Excessive Transit Time & Dwell Time time-series retrieval for date range and stop/direction, further refinement based on user filters (e.g. line). Generate average per stop/direction.

Presentation

Scope:

- Filter bar:
 - Date Range
 - Days of Week (Weekdays, Weekends, Saturdays Only, Sundays Only)
 - Line
 - Stop
 - Direction
 - Show All or:
 - Transit Threshold percentage
 - Dwell Threshold time
- Action buttons (Report, Print Summary, Print Details, Export)
- Summary line per stop, listing stops in physical order by line/direction showing average/expected transit & dwell times
- Expand summary line to give specific excessive trip instances for just that stop, listing trips by date & departure time.
- Ability to send to printer
- Ability to export to CSV file

Possible layout for summary:

Date: [Tue, 8 Mar 2022] – [Wed, 9 Mar 2022] [Weekdays] Line: [All] Stop: [All] Direction: [Both] [] Show All Transit Excess: [10%] Dwell Excess: [15 secs] REPORT PRINT SUMMARY PRINT DETAIL EXPORT						
Line	Direction	Stop Name	Average/Expected Transit Time	Num Trips In Excess	Average/Expected Dwell Time	Num Trips In Excess
⇒ BLUE	North	Beyer Blvd	225/210	1	70/40	3
⇒ BLUE	North	Iris Avenue	161/150	3	55/40	11
⇒ BLUE	North	Palm Avenue	155/150	0	42/30	2
.						
.						
.						
⇒ ORANGE	East	Encanto/62nd Street	112/90	5	57/30	9
⇒ ORANGE	East	Lemon Grove Depot	47/40	0	33/30	0
.						
.						
⇒ GREEN	East	Gaslamp	112/90	5	57/30	9
⇒ GREEN	East	Convention Center	47/40	0	33/30	0
.						
.						
.						

Possible layout for details:

Date: [Tue, 8 Mar 2022] – [Wed, 9 Mar 2022] [Weekdays]

Line: [All] Stop: [All] Direction: [Both] [] Show All

Transit Excess: [10%] Dwell Excess: [15 secs]

[REPORT](#)
[PRINT SUMMARY](#)
[PRINT DETAIL](#)
[EXPORT](#)

Line	Direction	Stop Name	Average/Expected Transit Time	Num Trips In Excess	Average/Expected Dwell Time	Num Trips In Excess		
↓ BLUE	North	Beyer Blvd	225/210	1	70/40	3		
<i>Date</i>	<i>Train #</i>	<i>Operator Id</i>	<i>Trip Start</i>	<i>Trip End</i>	<i>Route</i>	<i>Arrived</i>	<i>Transit Time</i>	<i>Dwell Time</i>
Tue, 8 Mar	004	00000	San Ysidro (4:34am)	UTC (5:57am)	01	4:37am	260/210	92/40
Tue, 8 Mar	005	00000	San Ysidro (4:49am)	UTC (6:12am)	01	4:51am	212/210	101/40
Tue, 8 Mar	008	00000	San Ysidro (5:34am)	UTC (6:57am)	01	5:36am	209/210	79/40
.								
.								
.								

Knowledge Transfer, Training and Docs

Scope:

- Produce User Guide for Reporting

Late Running Consists Reporting

Real-Time Late Running Reporting

Scope:

- An indicator on the Train Management App will be used to mark consists that are running behind (or, indeed, ahead of) schedule, together with the length of delay.
- The lateness value will be based on the average lateness of all cars in the consist to the previous stop. It will not be re-assessed between stops.

Knowledge Transfer, Training and Docs

Scope:

- User Guide for Train Management App including new Late Running indicators.

Slow Consists Report

The requirements for the Slow Consists Report are to identify where signalling at crossings (especially within the Downtown area) is affecting scheduled performance of trains.

Signalling at road crossings is generally driven by ‘train to wayside’ triggers which activate as a train approaches the crossing. However, in areas where road density increases such as Downtown, signalling is meant to be synchronised so that once a train leaves each stop it will get a clear transit to the next stop, unhindered by crossings.

In reality this doesn’t always occur and trains are held up at road crossings. Further insight is needed into when & where such delays occur to provide as feedback to the city authorities controlling signal timings.

This use case is concerned with signalling issues that cause active (In Service) trips to slow/stop between stations.

Such delays Downtown will become more of an issue for SDMTS now that the Mid-Coast Extension is operational as any delays will affect northbound services all the way up to La Jolla rather than just the Downtown stretch to America Plaza.

Delays due to poor signal synchronisation have also been highlighted between Gillespie Field & Santee (although to a lesser extent).

The data can be presented in summary via a graphical medium (such as a heat map) but a detailed textual report is also required that can be presented to city authorities as evidence of bad signalling.

Pre-requisites

This utilises the generic Reports Service used by the Schedule Accuracy Report.

Design & Investigation

Scope:

- In depth requirements identification for report.
- Determine best means of capturing and persisting raw data so as to minimise overheads but yield accurate reports. How to quantize data by time bucket and location per LRV and per consist.
- Handling of unscheduled trips
- Determine best formats for presenting reports, required filtering.
- Analysis of raw data requirements to achieve reports, data usage & retention (extra disk space for storage, etc).
- Prototyping report styles

Data Collection

Scope:

- Calculate velocity from GPS per LRV, maintain a rolling history 1 minute history.
For each 15 sec bucket, derive a consist velocity & position to represent the time bucket.
Persist to time-series database.

Data Retrieval

Scope:

- Integrations with Reports Service
- API call to retrieve JSON for heat map & text report data filtered by:
 - date/time range
 - direction
- API call to retrieve PDF text report file filtered by:
 - date/time range
 - direction
- API call to retrieve CSV export file filtered by:
 - date/time range
 - direction

Presentation

Scope:

- UX Design
- Geohash map – shows trends for given date/time range, direction & velocity threshold.
- Text report – detailing delays between stops with an indication of how many trips were delayed and by how many minutes in total (see sample below)
- Print report – will request & display a PDF of full reporting
- Export report – will request a CSV and prompt user for save location.

Knowledge Transfer, Training and Docs

Scope:

- Update User Guide for Reporting

Possible format of text report:

Date: [Tue, 8 Mar 2022 04:00] – [Wed, 9 Mar 2022 14:00] Region: [All] Direction: [To Downtown] Speed Threshold: [5mph]

From Stop	To Stop	Expected Transit Time	Delayed	Total	Percent	Time
South Line						
⇒ San Ysidro	Beyer Blvd	4m	5	50	10%	5m 23s
⇒ 8 th Street	Pacific Fleet	3m	1	50	2%	57s
⇒ Barrio Logan	12 th & Imperial	4m	12	50	24%	12m 34s
Downtown						
⇓ Park & Market	City College	3m	7	84	8%	8m 46s
Market Street			3	84	2%	
Tue, 8 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
Tue, 8 Mar 005 00000	San Ysidro (4:49am)	UTC (6:12am)		01		
Wed, 9 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
F Street			5	84	5%	
Tue, 8 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
Tue, 8 Mar 051 00000	Arnele Avenue (4:45am)	Courthouse (5:38am)		21		
Tue, 8 Mar 008 00000	San Ysidro (5:34am)	UTC (6:57am)		01		
Tue, 8 Mar 055 00000	Arnele Avenue (9:45am)	Courthouse (10:38am)		21		
Wed, 9 Mar 004 00000	San Ysidro (4:34am)	UTC (5:57am)		01		
Park Blvd & Broadway			1	84	1%	
Wed, 9 Mar 055 00000	Arnele Avenue (9:45am)	Courthouse (10:38am)		21		
⇒ City College	Fifth Avenue	2m	10	84	12%	7m 32s
10 th Avenue			8	84	10%	
7 th Avenue			2	84	2%	
⇒ Civic Center	America Plaza	2m	14	84	17%	5m 12s
Front Street			3	84	4%	
Columbia Street			11	84	13%	
⇒ Civic Center	Courthouse	2m	2	84	2%	1m 44s
Front Street			2	84	2%	
Mid-Coast						
⇒ UCSD Health La Jolla	UCSD Central Campus	2m	7	45	16%	9m 23s
Bayside						
⇒ Convention Center	Gaslamp Quarter	1m	2	36	6%	2m 3s
⇒ Santa Fe Depot	America Plaza	3m	9	45	20%	14m 12s

Unscheduled Trips Support

Currently the Davra system only recognises trips if they are scheduled in advance in the GTFS data.

When extra passengers are anticipated (for example, during Comic-Con) additional trips will be scheduled in advance in HASTUS and published as a new GTFS download. The Davra system treats these as regular trips, provided the GTFS data has been released in time (we check for changes every 30 minutes)

However, there are also times when unanticipated events lead to sudden increases in demand and SDMTS will add extra services on-the-fly, either by leaving a train in service that is due to go out of service or by inserting a new train. The Davra system will not currently recognise either of these as legitimate trips and so they will not produce ETA entries on station signs and they will not be recorded in the LRV Ops Reports.

Supporting unscheduled trips is also a pre-requisite for the Reporting/Analytics project for the “Track Miles Travelled” report. This report is a federal/state requirement, recording the distance travelled on lines by In Service (Scheduled & Unscheduled) & Out of Service consists & cars.

This project will address the two ways that unscheduled trains *currently* occur:

- A train that is due to go out of service can be kept in service, it retains its existing train number and the CCU route code will be changed to reflect its destination.
- A completely new train is inserted, it is assigned a unique special train number (031, 032, etc) and, again, the CCU route code will be changed to reflect its destination.

Changes to Standard Operating Procedure

To support this first case we require a change to SOP. The driver or OCC will need to change the train number to one of the same special set for newly inserted trains.

The Davra system will then look for any train using those special ‘unscheduled trip train numbers’ and treat them differently. The CCU route code must also be set to identify the new trip’s destination (although it is possible to take the train out of service earlier if required by changing train number to 099). Note that ETAs will be sent to signs along that full route for the new train (although only the first 3 ETAs are ever displayed on the sign at a station)

Once we have these two attributes we can assign a ‘fake’ trip to the train that will allow us to determine ETA timings, the consist will appear in the Train Management App (flagged visually to indicate it is unscheduled) and it will be reported in LRV Ops Reports.

Design & Investigation

Scope:

- Detection of unscheduled trips, agree range of 'unscheduled train numbers'
- An approach to determine ETAs for unscheduled trips & then render them throughout the Davra system:
 - ETA
 - Train Management App
 - GTFS-rt feed
 - LRV Ops Reports

Unscheduled Trips Support

Scope:

- GTFS Service:
 - Allow for retrieval of 'longest trip' (the trip with the greatest number of GTFS.stop_times) per route & direction.
 - For each 'longest trip', return GTFS.stop_times (except departure_time & arrival_time), GTFS.stops & GTFS.shapes data. This will be used as a fake trip for ETA calculation of any unscheduled trips.
- ETA Service:
 - Detect unscheduled trips via special train numbers
 - Assign appropriate 'longest trip' accordingly to CCU route code chosen
 - Generate & publish ETA for the unscheduled trips (destination will be same as headsign based on CCU route code)
- GTFS-rt Service:
 - Generate VehiclePosition & TripUpdate records for unscheduled consists
 - Set TripDescriptor.schedule_relationship to ADDED for unscheduled trips (or SCHEDULED for scheduled trips).
(Note that ScheduleRelationship.UNSCHEDULED is not relevant to this use case.)
- Train Management App:
 - Display unscheduled trips as In Service consists in App
 - Flag consist as being unscheduled
 - LRVs for unscheduled trips will not display any trip_id but will still maintain a firstSeen/lastSeen.
- LRV Ops Report:
 - We need to be able to determine a start & end for an unscheduled trip to appear in the report. This will use the 'longest trip' details for unscheduled trip train numbers in place of GTFS *tripsummary* data for a specific trip_id.
As a result, LRV Ops Report Depart & Arrive values will always show the first and last stop on the *route*, even if the actual unscheduled trip only completed a portion of that journey.
 - Include all unscheduled consists in LRV Ops Report & Export

Notes:

Once a consist is assigned a special train number to mark it as unscheduled and has an in service CCU route code, then that consist will be regarded as live and in motion.

ETAs will be generated accordingly, even if the train then sits at a station awaiting initial departure. (That is, the ETAs will be generated assuming the consist only sits at the initial stop for the dwell time defined for that initial stop).

Knowledge Transfer, Training and Docs

Scope:

- Provide training session for SDMTS staff
- Update any relevant documentation

Deliverables and Schedule:

Deliverable	Time (Days)
<i>Schedule Accuracy: Design & Investigation</i>	25
<i>Slow Consists: Design & Investigation</i>	30
<i>Core: New Reports Service</i>	57
<i>Schedule Accuracy: Data Collection</i>	17
<i>Schedule Accuracy: Data Retrieval</i>	35
<i>Schedule Accuracy: Presentation</i>	30
<i>Schedule Accuracy: Knowledge Transfer, Training and Docs</i>	5
<i>Late Running Consists</i>	12
<i>Slow Consists: Data Collection</i>	22
<i>Slow Consists: Data Retrieval</i>	59
<i>Slow Consists: Presentation</i>	39
<i>Slow Consists: Knowledge Transfer, Training and Docs</i>	4
<i>Unscheduled Trips Support: Design & Investigation</i>	2
<i>Unscheduled Trips Support: GTFS & ETA</i>	28
<i>Unscheduled Trips Support: GTFS-rt, TrainMgt App & LRV Ops Report</i>	20
<i>Unscheduled Trips Support: Knowledge Transfer, Training and Docs</i>	1
Total	386

Professional Services

For the Services provided under this SoW, Davra estimated a total of **386 days** at the standard SDMTS Rate of **\$1,400** per day, a total of **\$540,400**.

Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM, Jason McNeil, in two payments aligning to project milestones.

Project shall commence as soon as PO has been received.

Change Management

- Requests for changes beyond those defined in this SoW will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order.

If the above defined project responsibilities are not met, additional fees may apply.

Locations

Davra will complete the platform development at the locations listed below:

1. Davra R&D HQ in Dublin, Ireland

Assumptions

1. Davra will provide a dedicated Development resource and a Project Manager to this project.
2. SDMTS will provide a dedicated Project Manager to his project.
3. SDMTS will provide all documentation and reports to Davra as required.
4. Both parties will commit to weekly update and progress meetings.

Project Completion

Davra shall agree that this project (and each milestone) is complete once all items within this SoW have been delivered.

Contacts

Davra – Gerry McDonnell, +353-85-174-4844 gerry.mcdonnell@davra.com

SDMTS - Jason McNeil, Phone: 619-744-5940, Jason.McNeil@sdmts.com

Authorization

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SDMTS Title

Date

Davra Title

Date



SDMTS

Server Migration Statement of Work Rev 1.1

June 2022

Project Overview

The Davra platform uses Kubernetes for container orchestration, when first implemented CoreOS was the OS of choice for supporting Kubernetes however, that OS has since been end-of-lifed and Davra have moved its platform to Debian.

The staging (SD DEV) & production (SD PRD) systems in SDMTS need migrating to new Debian servers including their associated Cassandra nodes and the monitoring server (SD DEV2).

This migration should occur without data loss in the production environment, that is, existing historic data should be retained whilst live data continues to be persisted to the new database servers.

IoT Data message forwarding can initially be used from OLD SD PRD but a synchronised switchover will ultimately be required. Each router is currently configured to send to 12.162.202.18 (OLD SD PRD public IP address), rather than update each router SDMTS Networking will map this IP to the IP of NEW SD PRD.

Davra will migrate the SD DEV environment in full first and verify the process before migrating SD PRD and initiating the switchover.

Deliverables and Schedule - *Expect 1 stage of payment*

Deliverable	Time (Days)	Payment Milestone
Migrate SD DEV: Platform server, Cassandra servers & Monitoring server	7	1
Migrate SD PRD: Platform server, Cassandra servers & Monitoring server	5	1
Total	12	

Professional Services

For the Services provided under this SoW, Davra estimated a total of **12** days at the standard SDMTS Rate of **\$1,400** per day, a total of **\$16,800**.

Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM, Jason McNeil, in a single payment aligning to project milestone.

Project shall commence as soon as PO has been received.

Change Management

- Requests for changes beyond those defined in this SoW will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order Request.

If the above defined project responsibilities are not met, additional fees may apply.

Locations

Davra will complete the platform development at the locations listed below:

1. Davra R&D HQ in Dublin, Ireland

Assumptions

1. Davra will provide a dedicated Development resource and a Project Manager to this project.

2. SDMTS will provide a dedicated Project Manager to his project.
3. SDMTS will provide all documentation and reports to Davra as required.
4. Both parties will commit to weekly update and progress meetings.

Project Completion

Davra shall agree that this project (and each milestone) is complete once all items within this SoW have been delivered.

Contacts

Davra – Gerry McDonnell, +353-85-174-4844 gerry.mcdonnell@davra.com

SDMTS - Jason McNeil, Phone: 619-744-5940, Jason.McNeil@sdmts.com

Authorization

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SDMTS **Title**

Date

Davra **Title**

Date



SDMTS

System Enhancements Statement of Work Rev 1.0

June 2022

Project Overview

Various small enhancements to Davra SDMTS systems:

- APC Enhancements:
 - A new Occupancy API for Mid-Coast signs
 - APC support for SD8s
- NLP Enhancements:
 - Add feature to NLP so that ETA requests can be made purely by entering stop name or stop id.
- PA Enhancements:
 - Support PA Full Page messaging across GTFS-rt feed so that Mid-Coast signs can display them (through work by Mecatran & AppSpace).
- SDMTS Core Enhancements:
 - Investigate effort required for full replacement of Daktronics signs and subsequent removal of Daktronics related functionality.
 - Other proposed enhancements to the SDMTS Core, PA or NLP systems.
- Woojin workarounds to handle badly behaved Woojin RNS signs.

APC Enhancements

APC Support for 4000 Series (SD8) LRVs

The first APC projects reported passenger count data sent from INIT COPILOTpc2 equipped 5000 series LRVs (SD9s). The earlier models are equipped with INIT COPILOTpc1 which has different external connections.

INIT will provide a new version of the firmware to run on COPILOTpc1 and export the same APC data structure as a JSON payload via the same HTTP REST API call used on the 5000 series cars.

This SoW is for the deployment & testing of the Davra IOx agent with APC support onto all 4000 series Cisco 829 routers.

Assumptions

- There will be no changes by INIT to the JSON object or HTTP port & URL used to send the data.
- SDMTS will make the necessary router/networking configuration changes to facilitate this call reaching the IOx agent.
- It is envisaged that this work will occur after Cradlepoint IBR1700 APC support has been completed so that any platform updates required by Cradlepoint can be incorporated into this deployment of the IOx agent (e.g. changing from port 8001 to 9001 for support of HTTP calls from Davra platform to the routers)

New REST API for Occupancy Data

There is an existing API endpoint /lrv-status that gives in depth data on each LRV in the system. What is required is a set of new API endpoints that give only APC data that can be queried for all cars, a specific car (by LRV Name) or a specific consist (by Train Number).

Such an API could then be used to display occupancy data on signs.

API will be implemented in the rns-handler Service but offered via the lrv-manager Service which will implement basic caching to minimise load due to high volumes of repeated requests.

New LRV Occupancy API

GET /lrv-manager/occupancy/:filter*?

Where:

- **filter** is unspecified – return occupancy for all cars
- **filter** starts with “LRVnnnn” – return occupancy for specific car
- **filter** starts with “TNnnn” – return occupancy for specific car

Sample response:

```
{
  "LRV2007":
  {
    "isLRVLive": false,
    "isAPCAActive": false
  },
  "LRV5037":
  {
    "unifiedTrainNumber": "005",
    "routeNumber": "02",
    "direction": "EB",
    "tripId": "16283792",
    "isLRVLive": true,
    "isAPCAActive": true,
    "apc":
    {
      "firstSeen": 1645166946,
      "lastSeen": 1645171278,
      "apcCount": 17,
      "occupancyStatus": 0,
      "doorState": [0,0,0,0,0,0,0,0],
      "sensorState": [0,0,0,0,0,0,0,0],
      "atTerminus": false,
      "lastTerminusStopId": "77787",
      "terminusFirstSeen": 1645166412,
      "terminusLastSeen": 1645165750
    }
  },
  ...
}
```

Where top level identifies the LRV and:

- **unifiedTrainNumber** - The last received train number sent from either Woojin RNS in the LRV.
- **routeNumber** - The SDMTS Route Number extracted from the masterCCURoute
- **direction** - EB or WB, depending on masterCCURoute
- **tripId** - The GTFS tripId associated with the consist
- **isLRVLive** - Are we get current data from the LRV and has it been recognised as running a valid GTFS trip.
- **isAPCAActive** - Are we get current data from the INIT COPILOTpc onboard the LRV.
- **apc:**
 - **firstSeen/lastSeen** - First & last time APC data was received from the LRV, originating from the INIT COPILOTpc2. Will be sent ~5 seconds after an LRV leaves a stop.
 - **apcCount** - The current number of passengers in the car, including adjustments that zero occupancy when it arrives at a terminus.
 - **occupancyStatus** - The GTFS-rt VehiclePosition.OccupancyStatus as determined from apcCount and the size of the LRV:
 - 0 = EMPTY
 - 1 = MANY_SEATS_AVAILABLE
 - 2 = FEW_SEATS_AVAILABLE
 - 3 = STANDING_ROOM_ONLY
 - 4 = CRUSHED_STANDING_ROOM_ONLY
 - 5 = FULL
 - **doorState** - Open/Closed status of the 8 doors in the car (should always be zero as data only sent when car in motion):

- -1 = Unknown
 - 0 = Closed
 - 1 = Open
- **sensorState** - Status of sensors for each of the 8 doors:
 - -1 = Unknown
 - 0 = OK
 - 1 = Sabotaged
 - 2 = Faulty
 - 3 = Not Connected
 - 4 = Invalid Request (due APC request while door is open)
 - **atTerminus** - is the car currently at a terminus
 - **lastTerminusStopId** - the terminus stop that the car is at currently, or was most recently
 - **terminusFirstSeen/terminusLastSeen** - when we first & last saw car was at a terminus

New Consist Occupancy API

GET /lrv-manager/tn_occupancy/:filter*?

Where:

- **filter** is unspecified – return occupancy for all cars
- **filter** starts with “LRVnnnn” – return occupancy for the consist that includes the specific car
- **filter** starts with “TNnnnn” – return occupancy for all cars in the specific consist (Train Number)

Sample response:

```
{
  "005":
  {
    "routeNumber": "02",
    "direction": "EB",
    "tripId": "16283792",
    "consist":
    {
      "LRV5037":
      {
        "isAPCActive": true,
        "apc":
        {
          "doorState": [0,0,0,0,0,0,0,0],
          "sensorState": [0,0,0,0,0,0,0,0],
          "apcCount": 15,
          "firstSeen": 1645166946,
          "lastSeen": 1645171438,
          "occupancyStatus": 0,
          "lastTerminusStopId": "77787",
          "terminusFirstSeen": 1645166412,
          "atTerminus": false,
          "terminusLastSeen": 1645165750
        }
      },
      "LRV5008":
      {
        "isAPCActive": true,
        "apc":
        {
          "doorState": [0,0,0,0,0,0,0,0],
          "sensorState": [0,0,0,0,0,0,0,0],
```

```

        "apcCount": 9,
        "firstSeen": 1645166946,
        "lastSeen": 1645171437,
        "occupancyStatus": 0,
        "lastTerminusStopId": "77787",
        "terminusFirstSeen": 1645166673,
        "atTerminus": false,
        "terminusLastSeen": 1645166191
    },
    "LRV5042":
    {
        "isAPCAActive": true,
        "apc":
        {
            "doorState": [0,0,0,0,0,0,0,0],
            "sensorState": [0,0,0,0,0,0,0,0],
            "apcCount": 9,
            "firstSeen": 1645166946,
            "lastSeen": 1645171438,
            "occupancyStatus": 0,
            "lastTerminusStopId": "77787",
            "terminusFirstSeen": 1645166398,
            "atTerminus": false,
            "terminusLastSeen": 1645165795
        }
    },
    "orderedConsist":
    [
        "LRV5037",
        "LRV5008",
        "LRV5042"
    ]
},

```

Where top level identifies the Train Number of a live consist, other attributes are same as for the */lrv-manager/occupancy* API.

Possible uses for new Occupancy Data REST API

NOTE: The details described in this section are not included in the scope of this SoW.

Nanov Signs

The new Nanov signs will get their ETA & PA data from SDMTS's OBA server (via a ChromeBox fitted to each sign running an Appspace program that handles sign content):

- GTFS-rt ServiceAlerts will be pulled by the SDMTS OBA Server from a unified GTFS-rt feed provided by Mecatran that merges content from Davra's GTFS-rt and their own Urbiplan-Alerts.
(**Note:** There is not currently an [OBA API](#) to retrieve ServiceAlerts from OBA)
- GTFS-rt VehiclePosition (which includes [OccupancyStatus](#)) & TripUpdates will be pulled by the SDMTS OBA Server directly from Davra's GTFS-rt feed.
Note: There is not currently an [OBA API](#) to retrieve occupancy data from OBA.
Also, GTFS-rt OccupancyStatus is still flagged as an 'experimental' field in the GTFS-rt specification.

The aspiration is that the Appspace software will be able to make calls direct to the Davra platform to retrieve occupancy data for each ETA line it is displaying, giving an indication of occupancy for each car in the consist.

Daktronics Signs

For the legacy 4-line Daktronics signs, space is a limitation with a top line for a title or scrolling PA message and up to 3 lines of ETA data:

SDMTS.COM		00:52 AM
ORG	Courthouse	7 min
BLU	America Plaza	12 min
ORG	Courthouse	41 min

The displaying of occupancy data on these signs is out-of-scope of this SoW but the REST APIs proposed here could be used by new or existing services in the Davra platform to push occupancy data to these signs.

Some options for displaying occupancy on Daktronics signs might be:

- Redefine the template so that each ETA alternates between displaying ETA & occupancy (the Daktronics template would handle the alternation between the 2 messages).
This may impact on the primary purpose of showing ETAs.
- When a train leaves a station, show a scrolling message at the next station indicating occupancy. This may impact on any scrolling PA messages intended for that stop, particularly during period when there is a high frequency of trains.
It may also result in confusing messaging at points where the top two ETAs can swap. This can occur where lines merge (e.g. Blue & Orange heading downtown coming into 12th & Imperial).

For any option, it may only be possible to display a summary of the consist occupancy rather than give occupancy per consist car, and even then short codes will be required to describe occupancy state in a way that the general public will understand.

NLP Enhancements

Support train ETA requests by stop name or stop id only

- A deviation from NLP – if the user enters just a stop name or GTFS stop_id, assume they want ETAs from that stop.
- This functionality will sit alongside NLP behaviour and not interfere with NLP style requests.
- Work will include improved recognition of short forms for station names.

PA Enhancements

Full Page message support over GTFS-rt

- The Daktronics signs allowed for a scrolling message on line 1 of the sign (ETAs are displayed on lines 2-4) or a full page message that would occupy all 4 lines (thus hiding any underlying ETA data or lower priority scrolling message)
- GTFS-rt ServiceAlerts have no concept of message formatting (or priorities).
- Depending on agreement with AppSpace, Davra could ensure that any 'Full' message include a linefeed (even if it is only a short single line message). This control character will be passed through GTFS-rt and Mecatran (and also OBA, see below). Will need to check with Mecatran that they will indeed pass these characters on and not strip them out.
- The onus is then on AppSpace to detect linefeed characters and display the message in a different part of the screen (that is, overwriting the ETAs).
- Note that the OBA App can already handle these additional linefeed characters.
- The concept of message priorities (that is, a Full message overwrites a Scrolling one) will be handled within the Davra GTFS-rt Service.

SDMTS Core Enhancements

Investigate Daktronics Replacement

- Analysis on effort required to remove support for Daktronics signs over time including eventual removal of all Daktronics specific functionality

Other Enhancements

- A number of other enhancements have been discussed with SDMTS. A priority will be assessed and work scoped as required. Potential topics are:
 - PA App Scheduler improvements
 - Support for new routes
 - Better consist order processing through Coupled Cars detection
 - Improvements to NLP request parsing

Woojin Workarounds

There is a long term issue with the Woojin RNS signs in SDMTS whereby they can refuse to receive updates but will still send out-of-date data back to the Davra server.

This can then affect the consist as the rogue train number looks like a new update and can be applied to the whole consist, often leading to the train going into an 'Unknown' status as the system cannot then find a GTFS trip that matches the route & new train number, or – in a worse case scenario – will incorrectly match the train number to an existing live trip resulting in two consists appearing to run the same trip.

If/when this situation is spotted the driver or OCC will try in vain to set the train number to the correct value. It may appear to update briefly but will then revert to the incorrect value, which is undoubtedly frustrating to the user and reflects badly on the Davra system even though the root cause is with the Woojin signs. Eventually one of the other Woojin signs will push up the correct train number and the consist will reset.

The current "fix" is the power cycle the misbehaving Woojin sign, but this can only happen in the yard once the car is out of service and only then if LRV Maintenance can get to it.

Such disruption can affect live ETAs with sudden disappearances & re-appearances of trips or large jumps in ETA times. In addition, it can result in incorrect data being logged in the LRV Ops Report. Issues that impact on both SDMTS operations and the public perception of SDMTS.

Proposal

The agents running on the routers must be updated to ignore rogue data from the Woojin signs. This will need to be done for both the Cisco IOx agent & the Cradlepoint NCCO agent.

- Davra will update the agents to ignore data received from Woojin signs that refuse to take updates.
 - Before a consist goes into service, the driver will set the train number in the master cab. This will be propagated to all Woojin signs in the consist, so before trip start we will know which signs are behaving and which are rejected changes.
- The agent will notify the Davra server when a sign is failing.
 - This will be indicated on the Train Management App
 - (There is already a health state "*Comms failure between Cab [A/B] RNS & Router*" but this indicates a failure receiving *from* not sending updates *to* the sign.)
 - The notification can be hooked into the Davra Rules Engine to alert selected operators via email/SMS/webex, etc. The underlying problem still needs to be addressed (that is, power cycle to Woojin sign) so this mechanism can be used to notify LRV Maintenance & other interested parties of the Woojin fault.
- Every time the train number is updated (by the driver, by OCC or by the overnight reset to '099'), every Woojin sign in a consist will be updated. In this way the state of a failing sign can be verified and if it has been fixed, the fault indicator will be cleared.

Note that it is possible (although extremely unfortunate) for both Woojin RNS signs in a single car to be faulty. More likely (although still rare) would be for more than one car in a consist to have Woojin signs experiencing such a fault.

1. Updates to Cisco IOx Agent

Scope:

Maintain 'trustworthiness' flags for each cab's RNS – will be updated:

When POST API call tries to SET TN (train number changed by OCC)

When a REPORT TN disagrees with a prior SET TN (train number changed by driver)

Upon receipt of REPORT TN, send update to Davra platform including flag indicating if RNS is untrusted.

New agent will be deployed to all Cisco 829 equipped LRVs (2000, 3000, 4000 & 5000-5045 series)

2. Updates to Cradlepoint NCCO Agent

Scope:

Similar changes as for Cisco IOx agent.

New agent will be deployed to all Cradlepoint equipped LRVs (5046+ series)

3. Updates to RNS Handler

Scope:

- Receive & process new 'trustworthiness' flag in **com.sdmts.rns.msg** IoT Data message from router agent.
- Expose through various *lrvstatus* API calls

4. Updates to Train Management App

Scope:

- New health text to indicate RNS fault.
- New icon to flag RNS fault (indicating A or B end, or possibly both)

5. Configure Rules Engine based alerting

Scope:

- **NOTE: This feature can only be introduced after Server Migration project after which latest version of Davra platform will be deployed.**
- Configure new Rule for **com.sdmts.rns.msg** with value.action = 'REPORT' and value.trust = 'False' to send email to nominated contact.
 - Throttle so only sent once per 24 hour period (implicitly, per device)

Deliverables and Schedule:

Deliverable	Time (Days)
APC: Validate & Deploy IOx agent to all 4000 series (SD8) LRVs	5
APC: New Occupancy REST API	4
NLP: ETA by stop name	8
PA Full Page support over GTFS-rt	2
SDMTS Core: Daktronics Replacement Investigation	2
SDMTS Core: Other enhancements for PA, ETA or NLP	29
Woojin Workarounds: Cisco IOx Agent updates & deployment	14
Woojin Workarounds: Cradlepoint NCCO Agent updates & deployment	5
Woojin Workarounds: Davra Platform App/Service updates	9
Total	78

Professional Services

For the Services provided under this SoW, Davra estimated a total of **78** days at the standard SDMTS Rate of **\$1,400** per day, a total of **\$109,200**.

Payment Terms

Payment will be made on a milestone basis or as agreed upon by San Diego project PM, Jason McNeil.

Project shall commence as soon as PO has been received.

Change Management

- Requests for changes beyond those defined in this SoW will require a Change Order Request. No additional services will be provided unless and until the Change Order Request is signed by both parties.
- Change Order Requests may affect the project schedule and project cost.
- Delays by third party vendors may impact the project schedule and may create applicable additional charges that will require a Change Order Request.

If the above defined project responsibilities are not met, additional fees may apply.

Locations

Davra will complete the platform development at the locations listed below:

1. Davra R&D HQ in Dublin, Ireland

Assumptions

1. Davra will provide a dedicated Development resource and a Project Manager to this project.
2. SDMTS will provide a dedicated Project Manager to his project.
3. SDMTS will provide all documentation and reports to Davra as required.
4. Both parties will commit to weekly update and progress meetings.

Project Completion

Davra shall agree that this project (and each milestone) is complete once all items within this SoW have been delivered.

Contacts

Davra – Gerry McDonnell, +353-85-174-4844 gerry.mcdonnell@davra.com

SDMTS - Jason McNeil, Phone: 619-744-5940, Jason.McNeil@sdmts.com

Authorization

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SDMTS Title

Date

Davra Title

Date

AMENDMENT 4 (G2071.4-18) DELIVERABLE AND COST BREAKDOWN

Reporting & Analytics			
DESCRIPTION	QTY(days)	UNIT COST	EXTENDED COST
Schedule Accuracy: Design & Investigation	25	\$ 1,400.00	\$ 35,000.00
Slow Consists: Design & Investigation	30	\$ 1,400.00	\$ 42,000.00
Core: New Reports Service	57	\$ 1,400.00	\$ 79,800.00
Schedule Accuracy: Data Collection	17	\$ 1,400.00	\$ 23,800.00
Schedule Accuracy: Data Retrieval	35	\$ 1,400.00	\$ 49,000.00
Schedule Accuracy: Presentation	30	\$ 1,400.00	\$ 42,000.00
Schedule Accuracy: Knowledge Transfer, Training and Docs	5	\$ 1,400.00	\$ 7,000.00
Late Running Consists	12	\$ 1,400.00	\$ 16,800.00
Slow Consists: Data Collection	22	\$ 1,400.00	\$ 30,800.00
Slow Consists: Data Retrieval	59	\$ 1,400.00	\$ 82,600.00
Slow Consists: Presentation	39	\$ 1,400.00	\$ 54,600.00
Slow Consists: Knowledge Transfer, Training and Docs	4	\$ 1,400.00	\$ 5,600.00
Unscheduled Trips Support: Design & Investigation	2	\$ 1,400.00	\$ 2,800.00
Unscheduled Trips Support: GTFS & ETA	28	\$ 1,400.00	\$ 39,200.00
Unscheduled Trips Support: GTFS-rt, TrainMgt App & LRV Ops Report	20	\$ 1,400.00	\$ 28,000.00
Unscheduled Trips Support: Knowledge Transfer, Training and Docs	1	\$ 1,400.00	\$ 1,400.00
Total Days:	386	Total Amount:	\$ 540,400.00

Server Migration			
DESCRIPTION	QTY(days)	UNIT COST	EXTENDED COST
Migrate SD Dev	7	\$ 1,400.00	\$ 9,800.00
Migrate SD Prd	5	\$ 1,400.00	\$ 7,000.00
Total Days:	12	Total Amount:	\$ 16,800.00

System Enhancements			
DESCRIPTION	QTY(days)	UNIT COST	EXTENDED COST
APC: Validate & Deploy IOx agent to all 4000 series (SD8) LRVs	5	\$ 1,400.00	\$ 7,000.00
APC: New Occupancy REST API	4	\$ 1,400.00	\$ 5,600.00
NLP: ETA by stop name	8	\$ 1,400.00	\$ 11,200.00
PA Full Page support over GTFS-rt	2	\$ 1,400.00	\$ 2,800.00
SDMTS Core: Daktronics Replacement Investigation	2	\$ 1,400.00	\$ 2,800.00
SDMTS Core: Other enhancements for PA, ETA or NLP	29	\$ 1,400.00	\$ 40,600.00
Woojin Workarounds: Cisco IOx Agent updates & deployment	14	\$ 1,400.00	\$ 19,600.00
Woojin Workarounds: Cradlepoint NCCO Agent updates & deployment	5	\$ 1,400.00	\$ 7,000.00
Woojin Workarounds: Davra Platform App/Service updates	9	\$ 1,400.00	\$ 12,600.00
Total Days:	78	Total Amount:	\$ 109,200.00

Amendment 4 Total**\$ 666,400.00**



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 07/14/22

Agenda Item No. 13

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

SECURITY SERVICES UNIFORMS – 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. G2608.0-22 (in substantially the same format as Attachment A) to Ace Uniforms, LLC dba Ace Uniforms, for Security Services Uniforms for a five (5) year term in the amount of \$416,449.44.

Budget Impact

The total budget for this project shall not exceed \$416,449.44. The project will be funded by Security Services department account 420010-571280.

DISCUSSION:

As part of the MTS Transit Security and Passenger Safety Department (MTS Security), MTS utilizes Code Compliance Inspectors to ensure safety and security of passengers, employees and MTS property. MTS provides newly hired Code Compliance Inspectors with an initial issue of uniform and equipment items, as well as replacement of uniform or equipment items that become damaged and/or unserviceable due to on-duty incidents or through routine wear and tear. MTS Security currently has 77 Code Compliance Inspectors. MTS does not have plans at this time to significantly increase the number of Code Compliance Inspectors but due to usual staff attrition, MTS anticipates the hiring of 200 Code Compliance Inspectors in the next 5 years.

In order to ensure MTS has a sufficient supply of uniform and equipment items for its Code Compliance Inspectors, on May 5, 2022, MTS issued an Invitation for Bids (IFB) to establish an as-needed, five-year base contract for Security Services Uniforms. MTS received one (1) bid from Ace Uniforms. MTS conducted a post bid survey with prospective bidders requesting their reason(s) for not bidding. The results of the survey indicated that neither the IFB nor MTS's procurement processes played a role in other firms' decisions not to bid on the project. Ace Uniform's bid was deemed responsive and responsible.



The table below summarizes the anticipated annual and total cost of uniforms per employee based on the number of uniforms and equipment need.

	Independent Cost Estimate (ICE)			Ace Uniforms			
Description	Estimated cost per new employee	Estimated # of new employees per year	Total cost	Estimated cost per new employee	Estimated # of new employees per year*	Total cost	
Year 1	\$1,650.00	40	\$66,000.00	\$1,717.76	45	\$77,299.20	
Year 2	\$1,800.00	45	\$81,000.00	\$1,717.76	50	\$85,888.00	
Year 3	\$2,000.00	40	\$80,000.00	\$1,717.76	45	\$77,299.20	
Year 4	\$2,200.00	45	\$99,000.00	\$1,717.76	50	\$85,888.00	
Year 5	\$2,400.00	30	\$72,000.00	\$1,717.76	35	\$60,121.60	
Subtotal			\$398,000.00	Subtotal			\$386,496.00
Tax (7.750%)			\$30,845.00	Tax (7.750%)			\$29,953.44
Total Cost			\$428,845.00	Total Contract Cost (Basis of Award)			\$416,449.44

*A contingency of 5 employees was added per year

The overall total amount is inclusive of 7.75% California sales tax.

Staff has deemed Ace Uniforms to be the lowest responsive and responsible bidder. Based on MTS's cost/price analysis, past purchase history and in comparison, to the ICE, staff determined Ace Uniform's price to be fair and reasonable.

Therefore, staff recommends the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2608.0-22 (in substantially the same format as Attachment A) to Ace Uniforms, LLC dba Ace Uniforms, for Security Services Uniforms in the amount of \$416,449.44.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. G2608.0-22
B. Bid Price Form



Metropolitan Transit System

STANDARD AGREEMENT FOR MTS DOC. NO. G2608.0-22 SECURITY SERVICES UNIFORMS

THIS AGREEMENT is entered into this _____ day of _____, 2022 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: ACE UNIFORMS, LLC dba ACE UNIFORMS

Address: 633 16th Street

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

San Diego CA 92101
City State Zip

Email: frank@aceuniforms.com

Telephone: 619-233-0227

Authorized person to sign contracts _____

Frank Flores
Name

Director of Sales
Title

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

The contract term is for five (5) years effective August 1, 2022 through July 31, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$416,449.44 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ACE UNIFORMS, LLC DBA: ACE UNIFORMS
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____



MTS SECURITY SERVICES UNIFORMS					
BIDDER: ACE UNIFORMS, LLC					
Quantities are for bidding purposes only and do not reflect expected quantities. Please review the scope for more information regarding the expected number of purchases. Bidders shall submit their prices in the column 's' - "Unit Price" and are responsible for ensuring correct formulas throughout the file.					
INSPECTORS / SUPERVISORS					
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	Small	1	\$ 84.62	\$ 84.62
2	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	Medium	1	\$ 84.62	\$ 84.62
3	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	Large	1	\$ 84.62	\$ 84.62
4	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	XL	1	\$ 84.62	\$ 84.62
5	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	2 XL	1	\$ 84.62	\$ 84.62
6	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	3 XL	1	\$ 84.62	\$ 84.62
7	8133- BLAUER Color Block Performance Polo Short Sleeve Shirt	4 XL	1	\$ 92.94	\$ 92.94
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	Small	1	\$ 84.62	\$ 84.62
2	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	Medium	1	\$ 84.62	\$ 84.62
3	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	Large	1	\$ 84.62	\$ 84.62
4	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	XL	1	\$ 84.62	\$ 84.62
5	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	2 XL	1	\$ 84.62	\$ 84.62
6	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	3 XL	1	\$ 84.62	\$ 84.62
7	8133- BLAUER Color Block Women's Performance Polo Short Sleeve	4 XL	1	\$ 92.94	\$ 92.94
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8143- BLAUER Color Block Performance Polo Long Sleeve	Small	1	\$ 95.38	\$ 95.38
2	8143- BLAUER Color Block Performance Polo Long Sleeve	Medium	1	\$ 95.38	\$ 95.38
3	8143- BLAUER Color Block Performance Polo Long Sleeve	Large	1	\$ 95.38	\$ 95.38
4	8143- BLAUER Color Block Performance Polo Long Sleeve	XL	1	\$ 95.38	\$ 95.38
5	8143- BLAUER Color Block Performance Polo Long Sleeve	2 XL	1	\$ 95.38	\$ 95.38
6	8143- BLAUER Color Block Performance Polo Long Sleeve	3 XL	1	\$ 104.40	\$ 104.40
#	Description	Size	Qty.	Unit Price	Ext. Price
1	8143- BLAUER Color Block Performance Polo Long Sleeve	Small	1	\$ 95.38	\$ 95.38
2	8143- BLAUER Color Block Performance Polo Long Sleeve	Medium	1	\$ 95.38	\$ 95.38
3	8143- BLAUER Color Block Performance Polo Long Sleeve	Large	1	\$ 95.38	\$ 95.38
4	8143- BLAUER Color Block Performance Polo Long Sleeve	XL	1	\$ 95.38	\$ 95.38
5	8143- BLAUER Color Block Performance Polo Long Sleeve	2 XL	1	\$ 95.38	\$ 95.38
6	8143- BLAUER Color Block Performance Polo Long Sleeve	3 XL	1	\$ 104.40	\$ 104.40
7	8143- BLAUER Color Block Performance Polo Long Sleeve	4 XL	1	\$ 104.40	\$ 104.40

#	Description	Size	Qty.	Unit Price	Ext. Price
1	5.11 Men's Pants Navy Blue, #74326 CLASS B CARGO PANT	Waist 42 &	1	\$ 55.20	\$ 55.20
2	5.11 Men's Pants Navy Blue, #74326 CLASS B CARGO PANT	Waist 44 &	1	\$ 63.97	\$ 63.97
#	Description	Size	Qty.	Unit Price	Ext. Price
1	5.11 Women's Pants Navy Blue, #64306 CLASS B CARGO PANTS,	Waist 14 &	1	\$ 55.20	\$ 55.20
2	5.11 Women's Pants Navy Blue, #64306 CLASS B CARGO PANTS,	Waist 16-28	1	\$ 55.20	\$ 55.20
#	Description	Size	Qty.	Unit Price	Ext. Price
1	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	X-Small	1	\$ 211.15	\$ 211.15
2	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Small	1	\$ 211.15	\$ 211.15
3	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Medium	1	\$ 211.15	\$ 211.15
4	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Large	1	\$ 211.15	\$ 211.15
5	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	XL	1	\$ 211.15	\$ 211.15
6	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	2 XL	1	\$ 211.15	\$ 211.15
7	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	3 XL	1	\$ 211.15	\$ 211.15
8	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	4 XL	1	\$ 233.00	\$ 233.00
9	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	5 XL	1	\$ 310.20	\$ 310.20
10	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	6 XL	1	\$ 310.20	\$ 310.20
1	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	X-Small	1	\$ 211.15	\$ 211.15
2	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Small	1	\$ 211.15	\$ 211.15
3	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Medium	1	\$ 211.15	\$ 211.15
4	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	Large	1	\$ 211.15	\$ 211.15
5	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	XL	1	\$ 211.15	\$ 211.15
6	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	2 XL	1	\$ 211.15	\$ 211.15
7	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	3 XL	1	\$ 211.15	\$ 211.15
8	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	4 XL	1	\$ 233.00	\$ 233.00
9	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	5 XL	1	\$ 310.20	\$ 310.20
10	6001- BLAUER B Dry Reversible Bomber Jacket Dark Navy w/ HI Vis	6 XL	1	\$ 310.20	\$ 310.20
1	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	X-Small	1	\$ 503.33	\$ 503.33
2	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	Small	1	\$ 503.33	\$ 503.33
3	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	Medium	1	\$ 503.33	\$ 503.33
4	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	Large	1	\$ 503.33	\$ 503.33
5	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	XL	1	\$ 503.33	\$ 503.33
6	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	2 XL	1	\$ 503.33	\$ 503.33
7	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	3 XL	1	\$ 503.33	\$ 503.33
8	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	4 XL	1	\$ 503.33	\$ 503.33
9	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	5 XL	1	\$ 503.33	\$ 503.33
10	Men's Body Armor (United Shield Virtus II Level II NIJ 0101.06	6 XL	1	\$ 503.33	\$ 503.33

#	Description	Size	Qty.	Unit Price	Ext. Price
1	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	X-Small	1	\$ 503.33	\$ 503.33
2	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	Small	1	\$ 503.33	\$ 503.33
3	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	Medium	1	\$ 503.33	\$ 503.33
4	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	Large	1	\$ 503.33	\$ 503.33
5	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	XL	1	\$ 503.33	\$ 503.33
6	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	2 XL	1	\$ 503.33	\$ 503.33
7	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	3 XL	1	\$ 503.33	\$ 503.33
8	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	4 XL	1	\$ 503.33	\$ 503.33
9	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	5 XL	1	\$ 503.33	\$ 503.33
10	Women's Body Armor (<i>United Shield Virtus II Level II NIJ 0101.06</i>)	6 XL	1	\$ 503.33	\$ 503.33
1	Body Armor Carrier (<i>Extra Carrier for Body Armor</i>)		1	\$ 85.00	\$ 85.00
2	Cap Flex Fit (<i>navy blue</i>)	SM-MD	1	\$ 10.00	\$ 10.00
3	Cap Flex Fit (<i>navy blue</i>)	LG-XL	1	\$ 10.00	\$ 10.00
4	Name Tape embroidering & cloth badge (<i>Name Tape w/ Gold</i>)		1	\$ 12.00	\$ 12.00
5	Sewing		1	\$ 3.00	\$ 3.00
6	11"x4" Reflective silver patch with 3' black or navy blue lettering that		1	\$ 14.00	\$ 14.00
7	Embroidery on cap		1	\$ 10.00	\$ 10.00
LEATHER DUTY GEAR BASKET WEAVE					
#	Description	Size	Qty.	Unit Price	Ext. Price
1	34 HL (TK) <i>Basket weave Sam Brown Belt w/ Brass buckle</i>		1	\$ 57.32	\$ 57.32
2	6050-01 (chambers) <i>Trouser Belt 1 1/2" BW Black w/ Brass Buckle</i>		1	\$ 15.92	\$ 15.92
3	65500-404 (TK) <i>Basket weave Radio Holder</i>		1	\$ 29.55	\$ 29.55
4	65195-29 (TK) <i>Hand Cuff Case w/ Brass Snap</i>		1	\$ 30.17	\$ 30.17
5	65437-16 (TK) <i>Men's Keepers bw w/Brass Snap</i>		4	\$ 2.95	\$ 11.80
6	65437-16 (TK) <i>Women's Keepers bw w/Brass Snap</i>		4	\$ 2.95	\$ 11.80
8	39924-P010 <i>Peerless Handcuffs</i>		1	\$ 33.62	\$ 33.62
9	65602-237 (TK) <i>Double Citation Book Cover</i>		1	\$ 59.30	\$ 59.30
10	Sabre Red Crossfire - Pepper Spray		1	\$ 18.00	\$ 18.00



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/14/2022

Agenda Item No. 14

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

**IMPERIAL AVENUE DIVISION (IAD) ZERO EMISSION BUS (ZEB) OVERHEAD CHARGING
PHASE I – WORK ORDER**

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING





**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/14/2022

Agenda Item No. 15

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

SAFETY MANAGEMENT SYSTEM (VECTOR EHS) – SOLE SOURCE AWARD

**AGENDA ITEM WILL
BE PROVIDED
BEFORE BOARD
MEETING**





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/14/2022

Agenda Item No. 16

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

CALNET – ADD CLOUD-HOSTED IVR FIVE9 - CONTRACT AMENDMENT

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/14/2022

Agenda Item No. 17

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

**ARINC – WOA CENTRALIZED TRAIN CONTROL (CTC) SYSTEM MAINTENANCE
AGREEMENT – WORK ORDER AGREEMENT (WOA) #1.1 RATIFICATION AND APPROVAL
FOR WOA #3**

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/14/2022

Agenda Item No. 18

**MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS**

July 21, 2022

SUBJECT:

ANNEX PAINT (INVENTORY ITEMS) – SOLE SOURCE AWARD

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING

