



Executive Committee Agenda

Click link to access the meeting:

<https://us02web.zoom.us/j/94562188418>






Zoom Meeting ID

Ways to Join



Computer: Click the link above. You will be prompted to run the Zoom browser or Zoom application. Once signed on to the meeting, you will have the option to join using your computer audio system or phone.

Webinar Features:

 Raise Hand	▶	Use the raise hand feature every time you wish to make a public comment.
	▶	Participants can enable closed captioning by clicking the CC icon. You may also view the full transcript and change the font size by clicking 'subtitle settings'. These features are not available via phone.
	▶	This symbol shows you are muted , click this icon to unmute your microphone.
	▶	This symbol shows you are currently unmuted , click this button to mute your microphone.
	▶	The chat feature should be used by panelists and attendees solely for "housekeeping" matters as comments made through this feature will not be retained as part of the meeting record. See the Live Verbal Public Comment for instructions on how to make a public comment.



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Phone:

1. If you are joining the meeting audio by phone and viewing the meeting on a device, dial the number provided in the 'join audio' phone call tab of the initial pop-up, and enter the Meeting ID (found in the link).
2. If you are joining by phone only, dial: **+1-669-900-9128** or **+1-253-215-8782** and type the meeting ID found in the link, press #. You will have access to the meeting audio, **but will NOT be able to view the PowerPoint presentations.**



Live Verbal Public Comments: Use the 'Raise Hand' icon every time you wish to make a public comment on an item. Raise your hand once the agenda item you wish to comment on has been called. In person public comments will be taken first, virtual attendees will be taken in the order in which they raise their hand. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion. General Public Comment, at the beginning of the Board of Directors meeting only, will be limited to five speakers. Additional speakers with general public comments will be heard at the end of the meeting. Two-minutes of time is allotted per speaker, unless otherwise directed by the Chair.

Public Comments Made Via Zoom

1. Click the link found at the top of this instruction page
2. Click the raise hand icon located in the bottom center of the platform
3. The Clerk will announce your name when it is your turn to speak
4. Unmute yourself to speak

Public Comments Made by Phone Only

1. Dial **+1-669-900-9128**
2. Type in the zoom meeting ID found in the link and press #
3. Dial *9 to raise your hand via phone
4. The Clerk will call out the last 4 digits of your phone number to announce you are next to speak
5. Dial *6 to unmute yourself



Written Public Comments (before the meeting): Written public comments will be recorded in the public record and will be provided to MTS Board Members in advance of the meeting. Comments must be emailed or mailed to the Clerk of the Board* by 4:00pm the day prior to the meeting.



Translation Services: Requests for translation services can be made by contacting the Clerk of the Board* at least four working days in advance of the meeting.



In-Person Participation: In-person public comments will be heard first. Following in-person public comments, virtual attendees will be heard in the order in which they raise their hand via the Zoom platform. Speaking time will be limited to two minutes per person, unless specified by the Chairperson. Requests to speak will not be taken after the public comment period ends, unless under the Chair's discretion.

Instructions for providing in-person public comments:

1. Fill out a speaker slip located at the entrance of the Board Room;
2. Submit speaker slip to MTS staff seated at the entrance of the Board Room;
3. When your name is announced, please approach the podium located on the right side of the dais to make your public comments.

Members of the public are permitted to make general public comment at the beginning of the agenda or specific comments referencing items on the agenda during the public comment period. General Public Comment, at the beginning of the Board of Directors meeting only, will be limited to five speakers. Additional speakers with general public comments will be heard at the end of the meeting.



Assistive Listening Devices (ALDs): ALDs are available from the Clerk of the Board* prior to the meeting and are to be returned at the end of the meeting.



Reasonable Accommodations: As required by the Americans with Disabilities Act (ADA), requests for agenda information in an alternative format or to request reasonable accommodations to facilitate meeting participation, please contact the Clerk of the Board* at least two working days prior to the meeting.



***Contact Information:** Contact the Clerk of the Board via email at ClerkoftheBoard@sdmts.com, phone at (619) 398-9681 or by mail at 1255 Imperial Ave. Suite 1000, San Diego CA 92101.



Agenda del Comité Ejecutivo

Haga clic en el enlace para acceder a la reunión:

<https://us02web.zoom.us/j/94562188418>






Formas de Participar



Computadora: Haga clic en el enlace más arriba. Recibirá instrucciones para operar el navegador de Zoom o la aplicación de Zoom. Una vez que haya iniciado sesión en la reunión, tendrá la opción de participar usando el sistema de audio de su computadora o teléfono.

ID de la reunión
en Zoom

Funciones del Seminario En Línea:

 Levantar la mano	►	Use la herramienta de levantar la mano cada vez que desee hacer un comentario público.
	►	Los participantes pueden habilitar el subtitulado haciendo clic en el ícono CC. También puede ver la transcripción completa y cambiar el tamaño de letra haciendo clic en “configuración de subtítulos”. Estas herramientas no están disponibles por teléfono.
	►	Este símbolo indica que usted se encuentra en silencio , haga clic en este ícono para quitar el silenciador de su micrófono.
	►	Este símbolo indica que su micrófono se encuentra encendido . Haga clic en este símbolo para silenciar su micrófono.
	►	La herramienta de chat deben usarla los panelistas y asistentes únicamente para asuntos “pertinentes a la reunión”, ya que comentarios realizados a través de esta herramienta no se conservarán como parte del registro de la reunión. Consulte el Comentario público verbal en vivo para obtener instrucciones sobre cómo hacer un comentario público.



Teléfono Inteligente o Tableta: Descargue la aplicación de Zoom y participe en la reunión haciendo clic en el enlace o usando el ID del seminario web (que se encuentra en el enlace).



Teléfono:

1. Si está participando en la reunión mediante audio de su teléfono y viendo la reunión en un dispositivo, marque el número indicado en la pestaña de llamada telefónica “unirse por audio” en la ventana emergente inicial e ingrese el ID de la reunión (que se encuentra en el enlace).
2. Si está participando solo por teléfono, marque: **+1-669-900-9128** o **+1-253-215-8782** e ingrese el ID de la reunión que se encuentra en el enlace, pulse #. Tendrá acceso al audio de la reunión, **pero NO podrá ver las presentaciones en PowerPoint.**



Comentarios Públicos Verbales en Vivo: Use la herramienta “levantar la mano” cada vez que desee hacer un comentario público sobre alguno de los artículos. Levante la mano una vez que el artículo de la agenda sobre el que desea comentar haya sido convocado. Los comentarios públicos en persona se escucharán primero, se escuchará a los asistentes virtuales en el orden en el que levanten la mano. No se aceptarán solicitudes para hablar después de que termine el periodo para hacer comentarios públicos, a menos de que el presidente determine de otra forma a su discreción. Comentarios públicos generales, únicamente al inicio de la reunión de la Junta de Directores, se limitarán a cinco personas que deseen hablar. Las personas adicionales que deseen aportar comentarios públicos generales podrán hacerlo al final de la reunión. Se otorga dos minutos de tiempo por persona que desee hablar, a menos de que el presidente instruya de otra forma. (Consulte la página 2 para obtener instrucciones sobre cómo hacer un comentario público.)

Comentarios Públicos a Través de Zoom

1. Haga clic en el enlace que se encuentra en la parte superior de esta página de instrucciones
2. Haga clic en el ícono de levantar la mano en el centro inferior de la plataforma
3. El secretario anunciará su nombre cuando sea su turno de hablar
4. Desactive el silenciador para que pueda hablar

Comentarios Públicos Realizados Únicamente por Teléfono

1. Marque el **+1-669-900-9128**
2. Ingrese el ID de la reunión en Zoom que se encuentra en el enlace y pulse #
3. Marque *9 para levantar la mano por teléfono
4. El secretario indicará los últimos 4 dígitos de su número de teléfono para anunciar que usted será el siguiente en hablar
5. Marque *6 para desactivar el silenciador



Comentarios Públicos por Escrito (Antes de la Reunión): Los comentarios públicos por escrito se registrarán en el registro público y se entregarán a los miembros de la Junta de MTS antes de la reunión. Los comentarios deben enviarse por correo electrónico o postal al secretario de la Junta* antes de las 4:00 p.m. el día anterior a la reunión.



Servicios de Traducción: Pueden solicitarse servicios de traducción comunicándose con el secretario de la Junta* por lo menos cuatro días hábiles antes de la reunión.



Participación en Persona: Los comentarios públicos en persona se escucharán primero. Después de los comentarios públicos en persona, se escuchará a los asistentes virtuales en el orden en el que levanten la mano a través de la plataforma de Zoom. El tiempo para hablar se limitará a dos minutos por persona, a menos de que el presidente especifique de otra forma. No se recibirán solicitudes para hablar después de que termine el periodo para hacer comentarios públicos, a menos de que el presidente determine de otra forma a su discreción.

Instrucciones para brindar comentarios públicos en persona:

1. Llene la boleta para personas que desean hablar que se encuentran en la entrada de la Sala de la Junta.
2. Entregue la boleta para personas que desean hablar al personal de MTS que se encuentra sentado en la entrada de la Sala de la Junta.
3. Cuando anuncien su nombre, por favor, acérquese al podio ubicado en el lado derecho de la tarima para hacer sus comentarios públicos.

Los miembros del público pueden hacer comentarios públicos generales al inicio de la agenda o comentarios específicos que hagan referencia a los puntos de la agenda durante el periodo de comentarios públicos. Los comentarios públicos generales únicamente al inicio de la reunión de la Junta de Directores, se limitarán a cinco personas que deseen hablar. Las personas adicionales que deseen aportar comentarios públicos generales podrán hacerlo al final de la reunión.



Dispositivos de Asistencia Auditiva (ALD, por sus siglas en inglés): Los ALD están disponibles con el secretario de la Junta* antes de la reunión y estos deberán ser devueltos al final de la reunión.



Facilidades Razonables: Según lo requerido por la Ley de Estadounidenses con Discapacidades (ADA, por sus siglas en inglés), para presentar solicitudes de información de la agenda en un formato alternativo o solicitar facilidades razonables para facilitar su participación en la reunión, por favor, comuníquese con el secretario de la Junta* por lo menos dos días hábiles antes de la reunión.



***Información de Contacto:** Comuníquese con el secretario de la Junta por correo electrónico en ClerkoftheBoard@sdmts.com, por teléfono al **(619) 398-9681** o por correo postal en **1255 Imperial Ave. Suite 1000, San Diego CA 92101.**



Executive Committee

Agenda

July 13, 2023

EC will begin immediately after the adjournment of the
Audit Oversight Committee (AOC) Meeting

(The AOC will begin at 9:00 am)

In-Person Participation: James R. Mills Building, 1255 Imperial Avenue, 10th Floor Board Room, San Diego CA 92101

Teleconference Participation: (669) 444-9171; Webinar ID: 945 6218 8418, <https://us02web.zoom.us/j/94562188418>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments	
3.	Approval of Minutes Action would approve the June 8, 2023 Executive Committee meeting Minutes.	Approve
DISCUSSION ITEMS		
4.	MTS Access Services Overview (Michael Wygant, Jay Washburn)	Informational
5.	MTS Park-and-Ride Parking Usage and Alternatives Market Study (Denis Desmond and Matt Marquez)	Informational
OTHER ITEMS		
6.	Review of Draft July 27, 2023 MTS Board Agenda	
7.	Other Staff Communications and Business	
8.	Committee Member Communications and Other Business	
9.	Next Meeting Date: September 7, 2023	
10.	Adjournment	



MINUTES
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

June 8, 2023

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased. The full comment can be heard by reviewing the recording at the [MTS website](#).]

1. Roll Call

Chair Whitburn called the Executive Committee meeting to order at 11:55 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. Public Comment

Jason Brown – An East County Bus Driver made a verbal statement to the Board during the meeting. Brown expressed pride in being a driver along with schedule, wage and amenity hardship.

Rebecca Satrom – A Union Representative for ATU 1309 made a verbal statement to the Board during the meeting. Satrom explained the similar difficulties drivers in East County endure, similar to the South Bay. Satrom explained health insurance as the biggest issue drivers in this division face. Satrom advocated for across the board driver similar pay and the termination of the contract.

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra expressed frustration with MTS on the strike

3. Approval of Minutes

Board Member Hall moved to approve the minutes of the May 11, 2023, MTS Executive Committee meeting. Chair Whitburn seconded the motion, and the vote was 5 to 0 in favor with Board Member Vargas, and Board Member Moreno absent.

DISCUSSION ITEMS

4. Revisions to MTS Board Policy No. 21, "MTS Revenue-Generating Display Advertising, Concessions, and Merchandise" (Mark Olson)

Mark Olson, MTS Director of Marketing and Communication, presented on revisions to MTS Board Policy No. 21, "MTS Revenue-Generating Display Advertising, Concessions, and Merchandise". He provided details on: Background, recommended revisions, purpose, opportunities, responsible advertising, peer review case studies, promotional event ideas and the recommended action.

Public Comment

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra cautioned the Board about promoting alcohol advertising as alcohol consumption encouragement.

Leif Gensert – Provided a verbal statement to the Board during the meeting. Gensert supported a responsible drinking advertisement stipulation.

Patrick Grove – A resident of El Cajon made a verbal statement to the Board during the meeting. Grove expressed caution about the change in policy without critical parameters.

Committee Comment

Board Member Elo-Rivera acknowledged the revenue potential. He did not believe that responsibility for advertisement placement should be outsourced, but rather be included as part of MTS policy. He suggested that alcohol advertisements should not be placed on shelters or digital shelters within 500 feet from, or intended to be read from the following: schools, public parks/playgrounds, church-recognized, established, or stand-alone places of worship, daycare/preschool, hospitals and cemetery/funeral homes.

Vice Chair Goble asked if cities have the ability to prohibit alcohol advertisements in their jurisdiction. Mr. Olson replied that current agreements with cities through Memorandums of Understanding (MOUs) could coordinate those exceptions through contractual amendments. Karen Landers, MTS General Counsel, clarified that the agency would be able to make such negotiations on shelter advertisements; however, due to practical reasons, the agency would not be able to limit bus advertisements.

Board Member Elo-Rivera clarified that his proposed recommendation language would only apply to bus shelters.

Vice Chair Goble expressed more concern for bus advertisements traveling through low income communities, where alcohol advertisement may not be welcomed. He urged the Board to not solely focus on events that host craft beer or alcohol, but rather, promote several other community events.

Board Member Bush was also concerned about public comment apprehensions and alcohol advertisement to low income communities. He suggested only including the promotion of safe drinking messages and believed that using transit as an alternative mode of transportation to driving was a beneficial public message. Board Member Bush also asked if there was an active prohibition against cannabis advertisement. Mr. Olson confirmed there was. Board Member Bush encouraged the Board to consider cannabis advertisement. Sharon Cooney, MTS Chief Executive Officer, added that the agency does not participate in cannabis advertisements, because agency assets are purchased with federal money. Currently, cannabis continues to be an illegal federal substance. Ms. Landers replied that across the industry, there are consistent advertisements banning on cannabis, firearms and tobacco. Ms. Landers requested that the alcohol advertisements discussion and action be separate from the cannabis discussion for now. Board Member Bush agreed with Ms. Landers.

Board Member Hall asked if the agency had spoken to Karl Strauss about the policy change. Mr. Olson replied that the local brewery had expressed interest in the change. He also agreed that the amendment to include alcohol advertisement should be separate from a potential cannabis advertisement discussion.

Vice Chair Goble was concerned that alcohol companies could monopolize bus advertisement slots. He asked that alcohol advertisement percentages be limited.

Action Taken

Board Member Elo-Rivera moved to 1) Approve the proposed revisions to MTS Board Policy No. 21, "MTS Revenue-Generating Display Advertising, Concessions, and Merchandise" (Attachment A) to remove the alcohol advertising prohibition on transit vehicles, trolley stations, and transit centers; and 2) Direct staff to work with City of San Diego on amendments to applicable policies to allow alcohol advertising on bus shelters and benches within the City of San Diego. 3) Include language that reads: alcohol advertisements shall not be placed on shelters or digital shelters within 500 feet from, or intended to be read from the following:

schools, public parks/playgrounds, church-recognized, established, or stand-alone places of worship, daycare/preschool, hospitals and cemetery/funeral homes. Board Member Bush seconded the motion, and the vote was 5 to 0 in favor with Board Member Vargas, and Board Member Moreno absent.

5. Master Concessionaire Services – Contract Award (Mark Olson)

Mark Olson, MTS Director of Marketing and Communication, presented on Master Concessionaire services contract award. He outlined: background, master concessionaire success, scope of work, solicitation process, contract term, revenue contract terms, total revenue projections, continuity of contract duties, presence in South Bay/San Ysidro, on property beverage sales, advertising investing in current locations, advertising investing in new opportunities, and recommended action.

Public Comment

The Original Dra – Provided a verbal statement to the Board during the meeting. The Original Dra expressed concern with advertisement oversight and advocated for restroom implementation and advertisement as another form of revenue.

Committee Comment

Ms. Cooney asked members of the Committee if this item could be placed on the consent calendar for the June 15, 2023 Board of Directors meeting. The Committee agreed.

Action Taken

Board Member Hall moved to forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to: 1) Execute MTS No. G2653.0-23 (in substantially the same format as Attachment A), with BriceHouse Station LLC (BriceHouse), for Master Concessionaire Services for a six (6) year base period and two (2) 3-year options for a total of twelve (12) years; and 2) Exercise the option years at the CEO's discretion. 3) Chair Whitburn seconded the motion, and the vote was 4 to 0 in favor with Board Member Vargas, Board Member Moreno and Board Member Bush absent.

6. Gaslamp Quarter Trolley Station Digital Information Board Update (Mark Olson)

Mark Olson, MTS Director of Marketing and Communication, presented on Gaslamp Quarter Trolley Station Digital Information Board update. He provided details on: digital information Board approval, license agreement key terms, revenue share key terms, digital information specification, renderings and conceptual design, point of contact design architect, stakeholder outreach and digital information board benefits/uses.

Public Comment

The Original Dra – Provided a verbal statement to the Board during the meeting about a no-cost agreement to provide and maintain restrooms.

Action Taken

Informational item only. No action taken.

OTHER ITEMS

7. Review of Draft June 15, 2023 Board Agenda

Recommended Consent Items

3. Approval of Minutes

Action would approve the May 18, 2023 Board of Director meeting minutes.

4. Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards and Payments

5. Operations Budget Status Report for April 2023

6. Rio Vista/Morena Wall Buttress Project Design – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA353-AE-09 under MTS Doc. No. PWL353.0-22 with Dokken Engineering (Dokken), in the amount of \$570,845.89 for design services for the Rio Vista/Morena Wall Buttress.

7. America Plaza Pedestrian Enhancements Project – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA354-AE-23 to MTS Doc. No. PWL354.0-22 with Mott MacDonald, LLC (Mott) in the amount of \$555,542.74 for final design services, bid support, and Design Support During Construction (DSDC) for the America Plaza Pedestrian Enhancements Project.

8. Regional Transit Management System (RTMS) Hardware/Software Support Agreement – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0754.0-23, with Conduent Transport Solutions, Inc., (Conduent), for the provision of RTMS software and vehicle hardware support services for a five-year base period, and two (2) one-year options, in the amount of \$6,393,823.

9. Janitorial Services – Contract Amendment

Action would 1) Ratify Amendment 1 to MTS Doc. No. G2613.0-22 with NMS Management Inc. (NMS), a Disadvantaged Business Enterprise (DBE), in the amount of \$84,761.88; 2) Ratify Amendment 2 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$63,238.90; and 3) Authorize the Chief Executive Officer (CEO) to execute Amendment 3 to MTS Doc. No. G2613.0-22 with NMS, in the amount of \$2,636,508.60, for a total of \$2,784,509.38.

10. Imperial Avenue Division (IAD) and Kearny Mesa Division (KMD) Restroom Rehabilitation – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-28 under Job Order Contract (JOC) MTS Doc. No. PWG324.0-21 with ABC General Contracting, Inc. (ABCGC), in the amount of \$331,654.98, for rehabilitation of restrooms located at both the IAD and KMD.

11. Trolley Track Improvements – Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute the Base, Add Alternate 1 and Add Alternate 2 to MTS Doc. No. PWL366.0-23, with Balfour Beatty

Infrastructure Inc. for Trolley Track Improvements in the amount of \$8,884,454.00; 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency for this construction contract, bringing total expenditure authority to \$10,661,344.80.

12. Copley Park Division (CPD) Planning and Utilities Study - Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA355-AE-16 under MTS Doc. No. PWL355.0-22 with Psomas in the amount of \$204,221.31 to perform a site planning study and a utilities study at the CPD.

13. Fiscal Year 2024 Transportation Development Act Claim

Action would adopt Resolution Nos. 23-06, 23-07, and 23-08 approving Fiscal Year (FY) 2024 Transportation Development Act (TDA) Article 4.0, 4.5, and 8.0 claims.

14. Armored Transport and Cash Handling Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2711.0-23, with Sectran Security, Inc. (Sectran), for Armored Transport and Cash Handling Services for a five (5) base year period in the amount of \$693,288, and three (3) 1-year options; and 2) Exercise the option years at the CEO's discretion.

15. 2023 Transit and Intercity Rail Capital Program (TIRCP): Zero Emission Transit Enhancement 2.0 Project – Grant Award

Action would adopt Resolution No. 23-05 authorizing the following: 1) Acceptance of the 2023 TIRCP Grant Award for the Zero Emission Transit Enhancement 2.0 Project, which includes the Orange Line Track Improvement Project and the Electrification of the Kearny Mesa Division (KMD) Project; 2) Determination that both projects are exempt from environmental review under the California Environmental Quality Act ("CEQA"); and 3) Approval of the Orange Line Track Improvement Project and the Electrification of the KMD Project.

16. Microsoft Volume Licensing Agreement (VLA) – Contract Award

Action authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2740.0-23 with Softchoice Corporation (Softchoice), in the amount of \$1,190,453.58 for the provision of Microsoft software subscription licensing, estimated Azure overages and as-needed licensing for three (3) years.

17. Salary Survey Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2730.0-23, with The Segal Company (Western States), Inc. (Segal), for Salary Survey Services for a six (6) base year period in the amount of \$518,028.45.

Committee Comments

Ms. Cooney asked if the amendment to the fixed-route bus services agenda item could be placed on the consent calendar for the June 15, 2023 Board of Directors meeting. The Committee agreed to put the item on consent.

Ms. Landers noted that the San Diego Foundation Collaboration Agreement agenda item would be a new addition to the consent calendar. She also noted three anticipated Closed Session Items on the agenda.

Ms. Cooney added that the Master Concessionaire Services contract award would also be placed on the consent calendar for the June 15, 2023 Board of Directors meeting.

8. Other Staff Communications and Business

Ms. Cooney announced that the agency would be acknowledging Juan Hidalgo for his 50 years of service at the upcoming Board Meeting.

9. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

10. Next Meeting Date

The next Executive Committee meeting is scheduled for July 13, 2023, at 9:00 a.m.

11. Adjournment

The meeting was adjourned at 1:00 p.m.

/S/ Stephen Whitburn
Chairperson
San Diego Metropolitan Transit System

/S/ Dalia Gonzalez
Clerk of the Board
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE):	<u>June 8, 2023</u>	CALL TO ORDER (TIME):	<u>11:55 a.m.</u>
RECESS:	<u> </u>	RECONVENE:	<u> </u>
CLOSED SESSION:	<u> </u>	RECONVENE:	<u> </u>
PUBLIC HEARING:	<u> </u>	RECONVENE:	<u> </u>
ORDINANCES ADOPTED:	<u> </u>	ADJOURN:	<u>1: 00.m.</u>

REPRESENTING	BOARD MEMBER	ALTERNATE	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
Chair	Whitburn <input checked="" type="checkbox"/>	No Alternate <input type="checkbox"/>	11:55 a.m.	1:00 p.m.
City of San Diego	Elo-Rivera <input checked="" type="checkbox"/>	Montgomery Steppe <input type="checkbox"/>	11:55 a.m.	12:50 p.m.
County of San Diego	Vacant <input type="checkbox"/>	Vargas <input type="checkbox"/>	ABSENT	ABSENT
East County	Hall <input checked="" type="checkbox"/>	Frank <input type="checkbox"/>	11:55 a.m.	1:00 p.m.
SANDAG Transportation Committee	Moreno <input checked="" type="checkbox"/>	Bush <input type="checkbox"/>	ABSENT	ABSENT
South Bay	Bush <input type="checkbox"/>	Leyba- Gonzalez <input type="checkbox"/>	11:55 a.m.	12:36 p.m.
Vice Chair	Goble <input checked="" type="checkbox"/>	No Alternate <input type="checkbox"/>	11:55 a.m.	1:00 p.m.

SIGNED BY THE CLERK OF THE BOARD: /S/ Dalia Gonzalez



Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 13, 2023

SUBJECT:

MTS Access Services Overview (Michael Wygant, Jay Washburn)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

“MTS Access” is the name used for MTS’s Federal Transit Administration (FTA)-required complementary paratransit service. Complementary paratransit service is a shared ride service for passengers whose disability prevents them from riding fixed route service. Under FTA rules, paratransit service must be comparable to MTS fixed-route service.

MTS Access service deploys several types of vehicles, including minivans and smaller buses, taxicabs, and adaptive transportation network company vehicles. All passengers must be certified in order to utilize MTS Access services.

MTS staff will be providing an overview of MTS Access services.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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





MTS Access



What is Access?

- Per Federal regulations 49 CFR Part 37 “...each public entity operating a fixed route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system”
- Under the Americans with Disabilities Act (ADA) paratransit functions as a “safety net” for persons whose disabilities prevent them from using the regular fixed route system (bus or rail). (US DOT-FTA)
- MTS service area is 3240 sq. miles. MTS Access service extends to the entire coverage area of the bus and trolley system plus an additional $\frac{3}{4}$ of a mile from all stops and transit centers.
- Access provides transportation service to individuals who are not functionally able to utilize the fixed route system for physical or cognitive reasons as defined by the ADA and FTA.
- Access is used by riders for grocery shopping, medical services, recreation and any other purpose a rider desires. There are no limitations on its use.

Governing Regulations

ADA reg

- In crafting the Americans with Disabilities Act (ADA), Congress recognized that even when a fixed route transit system is fully accessible, there will be some individuals whose disabilities prevent them from using the system.

DOT regs

- The U.S. Department of Transportation (DOT) ADA regulations in 49 CFR Part 37 apply to complementary paratransit service in terms of required service criteria, types of service options, operational performance, and other factors.

Operating Standards

What does comparable mean?

- Service must be available the same days and hours as fixed route service
- Shared ride program
- All ride requests received by 5pm the day before must be honored within a 2 hour window of the requested time (negotiated)
- Riders must be picked-up in a 30 minute window
- Ride times must be comparable to the same trip if taken on fixed route
- 10 day prior reservations (changed from 2 days on June 1, 2023)
- Trips can be booked based on a pick-up time or an appointment time

Operating Standards Continued

- Curb to curb or door to door service on request
- Riders can be identified as Do Not Leave Alone and cannot be left unsupervised.
- Fare free for Personal Care Attendants
- Current fare \$5- Cannot be more than twice fixed route fare (FTA)
- Average cost per trip \$58 compared to \$5.49 for fixed-route



Eligibility Certification

- Eligibility for complementary paratransit is directly related to the functional ability of individuals with disabilities to use fixed route transit services. Eligibility is not based on a diagnosis or type of disability. Individuals with the same diagnosis or disability can have very different functional abilities to use fixed route services.(FTA)
- Contracted with Medical Transportation Management (MTM)
 - Specially trained in paratransit eligibility assessment
- Functional Ability based
- Certification Categories
 - Unconditional, Conditional, Temporary, Visitor, Ineligible
- Two part application, includes medical verification
- In-person assessment at MTS facility
 - Free rides to/from eligibility appointment
 - Eligibility good for 3 years
- Appeal process available

Operations

- Contracted to First Transit (FT)
- Paratransit and Minibus operation
- Operated out of Copley Park division
- Facility and vehicles provided by MTS
- Turnkey operations includes Transportation, Vehicle Maintenance, Reservations, Scheduling, Dispatch, H/R, Safety, Finance, etc.
- Sub-contractors including Yellow Taxi Group and UZURV
- Vehicles types: Sedans, ADA accessible vans, Paratransit buses
- Driver Training and Certification Requirements
 - Commercial Drivers License
 - Verification of Transit Training (CHP)
 - Vehicle for Developmentally Disabled Person Certification (CHP)
- Ambulatory and wheelchair trips

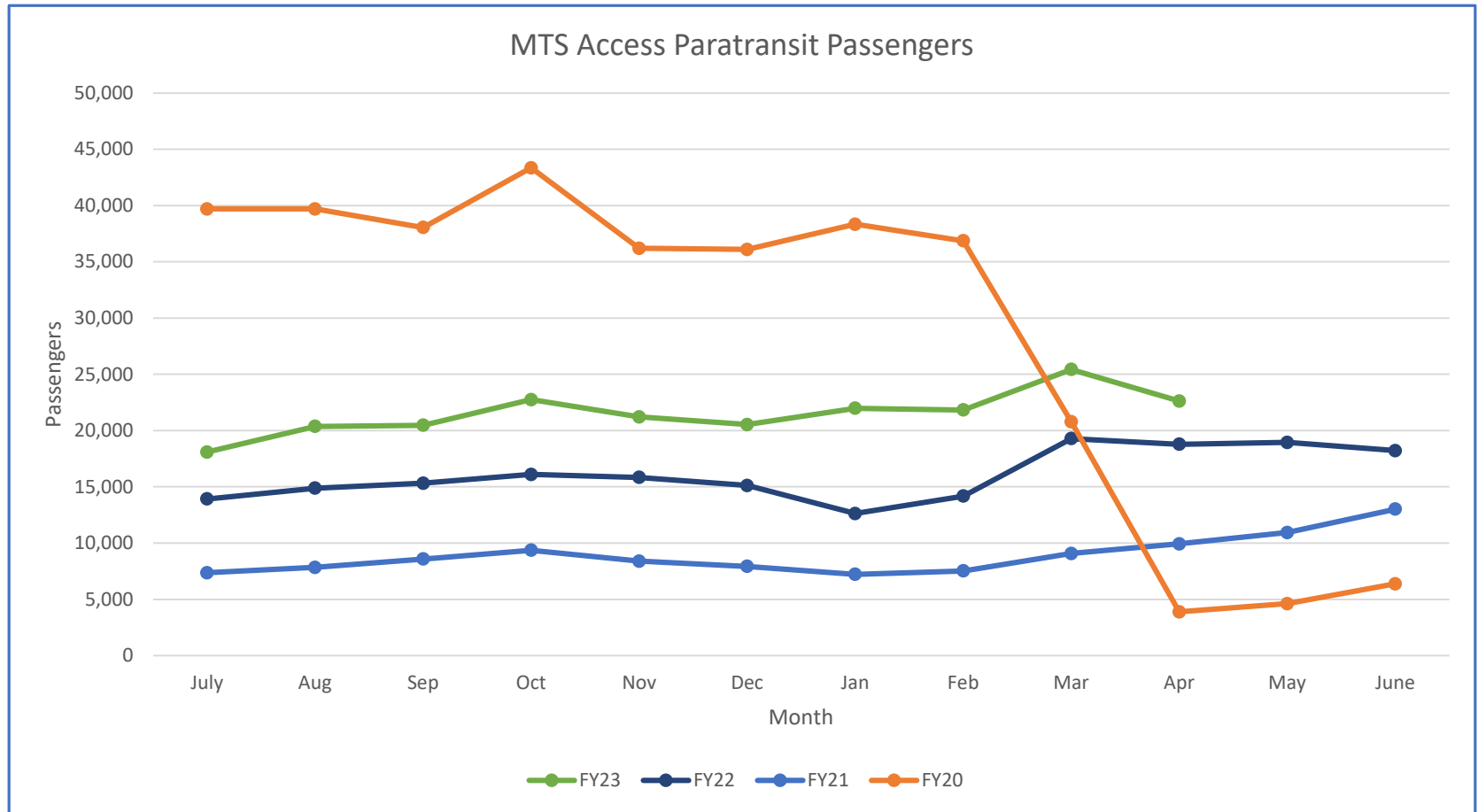
Modes of Transportation



MTS Contract Oversight

- Certifications done on site at MTS facility-Imperial Avenue Division
- Daily performance monitoring
- Monthly on site inspections
- Oversight by MTS Maintenance, Safety, and Operations
- Monitored for compliance with ADA, DOJ, DOT, FTA, CHP, and contractual performance requirements
- Monthly and quarterly safety reviews with MTS executive staff and FT Safety Department
- Complaint review- all customer service complaints go directly to MTS and reviewed by MTS staff for response and corrective actions.
- Monitor for potential “Barriers to Access”
- Accessible Services Advisory Committee (ASAC)
- Deputy General Counsel-ADA compliance Officer

Ridership



Ridership

- Ridership is demand based
- Pre COVID Access transported approximately 40,000 passengers monthly or 500,000 annually
- In FY21 dropped 80% to approximately 100,000 passengers
- 26% of trips are wheelchair riders
- 18% of riders are do not leave alone
- 8% are door to door
- Cannot deny trip requests (2 hour window)

Bridging the Gap

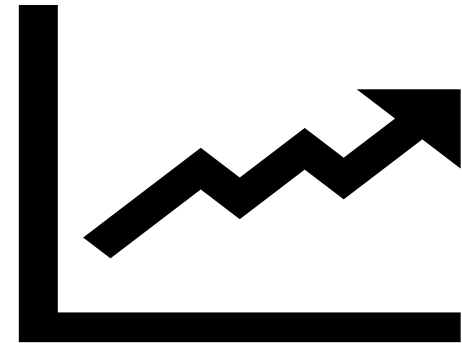
COVID impact

- Ridership decline
- MTS executed a supplemental agreement with FT to help offset costs of maintaining assets and fixed costs.
- Implemented reduced PPH to ensure social distancing during the height of COVID
- Implemented single ride trips for social distancing
- Reduced Taxi use, to keep focus on FT as the primary contractor
- FT reduced workforce through attrition and had to furlough some personnel

Bridging the Gap Continued

Post COVID

- Ridership returning
- FY22 increased by 80% over FY21.
- Currently at 55% of Pre-COVID Passenger levels
- FY23 pacing at a 41% increase over FY22
- 22,000 passengers a month
- FY23 trending at over 250,000 passengers



Bridging the Gap Continued

- All furloughed personnel were offered to return to work
- As ridership returned MTS implemented \$2 wage increase
- Re-implemented and increased taxi trips
- FT contracted with UZURV to assist with trips
- Implemented referral and hiring bonuses
- Local community hiring outreach program



Performance levels

Pre-COVID (March 2019)

- OTP 90%
- OBT 90%
- Hold times in reservations 33 seconds
- Missed trips 42

Post COVID (April 2023)

- OTP 79%
- OBT 90%
- Hold times in reservations 94 seconds
- Missed trips 416

Post Strike (July 1-9, 2023)

- OTP 90%
- OBT 92%
- Hold times in reservations 12 seconds
- Missed trips 69 (prorated estimate)

Work Stoppage

- Dispute between First Transit and Teamsters Union
- 2 day support strike April 26th and 27th (El Centro)
- Local strike began May 22nd and ended June 28 (37 days)
- FT used subcontractors to provide para transit service
 - Taxi
 - UZURV
 - FACT
 - Care 7
 - Telekom
- Covered approx. 60% of daily service
- Robust communication program with riders
- Less than 2% driver loss from strike

Return to Work



Next Steps

- Operators back to work
- It's all about operators
- Continued use of subs to augment service level
- Turnover improvement
- Retention improving
- Class size increasing
- New management approach
- Increased HR staff
- Wage increase by MTS in December 2022
- Wage improvements June 2023



Innovations

- Automated phone notifications
- Reservation web portal
- Mobile application
- Cashless fare system (Summer 2023)
- Travel training – Transit 101
- Automated Ride tracking through app
- Free rides for using the app/website (4-free)
- Extended reservation window to 10 days (June 2023)
- Extending certifications from 3 years to 5 years (October 2023)



Questions



Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

July 13, 2023

SUBJECT:

MTS Park-and-Ride Parking Usage and Alternatives Market Study (Denis Desmond and Matt Marquez)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) maintains a portfolio of properties which are available for joint development opportunities. Many of these locations currently have lots used for transit park-and-ride. With an increased interest in transit-oriented developments on MTS property, the agency must balance the critical need for housing in the region with the demand for transit riders for park-and-ride facilities.

Promoting quality transit-oriented development on or near the transit system can generate new opportunities to create direct and indirect revenue for MTS while contributing to environmentally sustainable livable communities that are focused on transit accessibility. At the same time, station lots that do not meet parking demand could result in spillover into adjacent neighborhoods or a loss in ridership.

In order to obtain a better understanding of future transit parking demands at MTS properties, CR Associates (CRA) was engaged to conduct a Parking Usage and Alternative Market Study. This will enable more informed decisions regarding the parking needs of transit riders when future joint development projects are proposed. CRA analyzed the existing conditions at 24 key stations and determined the parking needs at each. They also created a parking replacement plan and outlined parking alternative strategies that can be applied to MTS properties as future developments occur.



MTS and CRA staff will present an update on the study and draft results of the findings.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

MTS Park-and-Ride Market Alternatives Study Report

Executive Committee

July 13, 2023

Background

- MTS offers Park-and-Ride lots at many transit centers and Trolley stations for the convenience of riders.
- Desire for redevelopment of MTS stations into TODs
- Policy 18 requires transit parking analysis for joint development but each station is studied independently



Background

- Increased interest in joint development at MTS stations has highlighted the need to balance park-and-ride demand with opportunities to increase intensity of our TODs.
- MTS Board requested a comprehensive parking study to help inform the agency of future parking demand, trade-offs, and alternatives
- In 2022-2023, MTS hired CR Associates to conduct this study.



SPRING STREET TROLLEY VILLAGE
La Mesa, CA

SITE PLAN



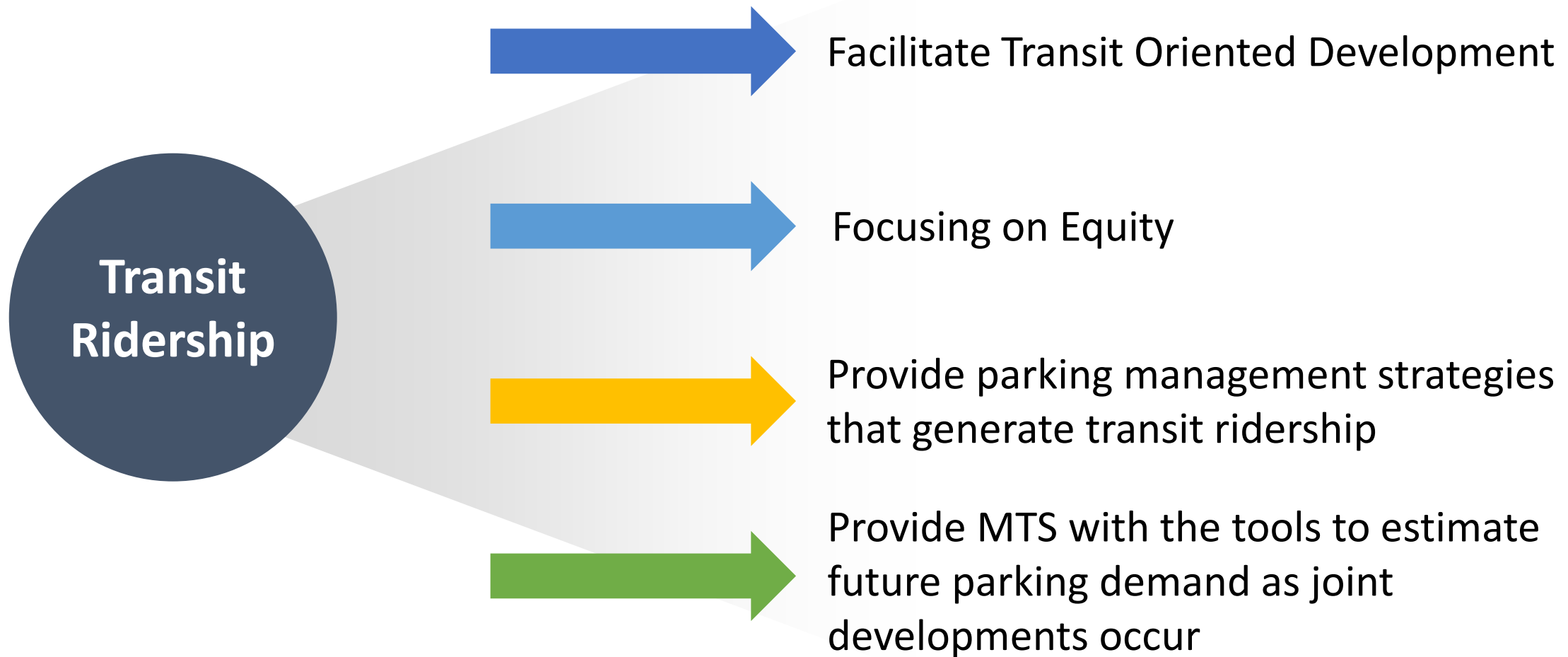
JOB NO. 736.029
DATE 11-01-2021
10

CR Associates



- CRA project leads and today's presenters:
 - Phuong Nguyen, PE, Senior Transportation Engineer

Project Goals



Other Considerations



- Every transit station boasts a unique profile, with distinct parking requirements, transit usage patterns, nearby land utilization, and destinations reachable within a feasible travel time.
- Mitigate unexpected outcomes like overflow into neighboring communities, commercial property usage, or neighboring stations.
- Optimize the assessment process for future development.

Process



- Comprehensive data collection
- Understanding the environment

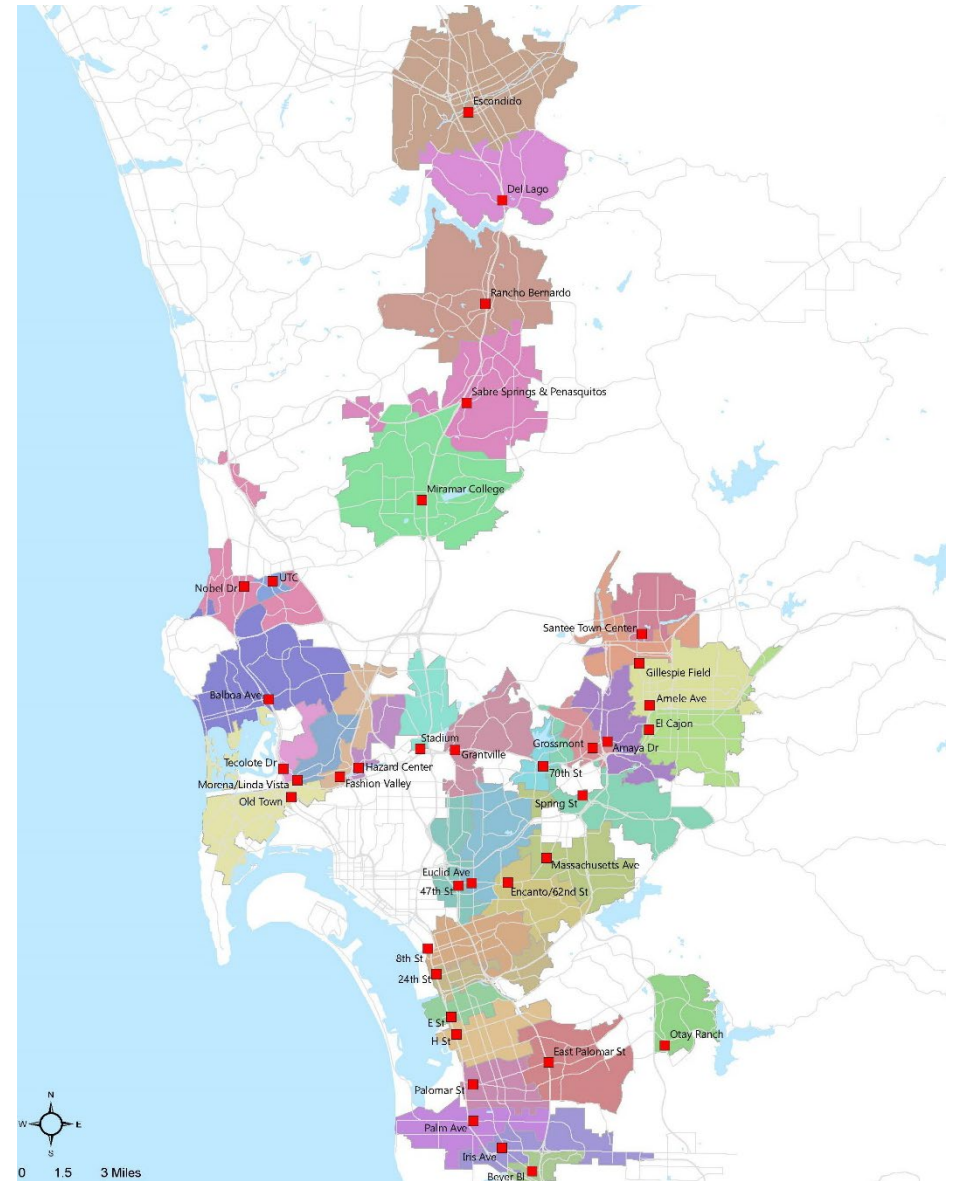
- Sync with the Regional Plan
- Account for Mode Shift

- Learn from other agencies
- MTS previous experiences

- Strategies that
 - Increase ridership
 - Provide Equity
 - Reduce displacement
 - Net positive cash flow

Study Area Selection

- Identified in Policy 18 Presentation
- Potential redevelopment
- Potential parking spill over from adjacent station
- Mobility Data/Big Data
- License plate survey at 16 Stations
- 24 stations within the study area



Existing Conditions



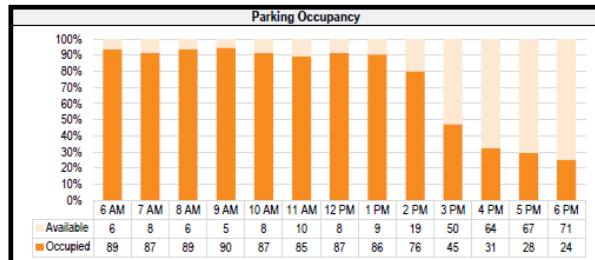
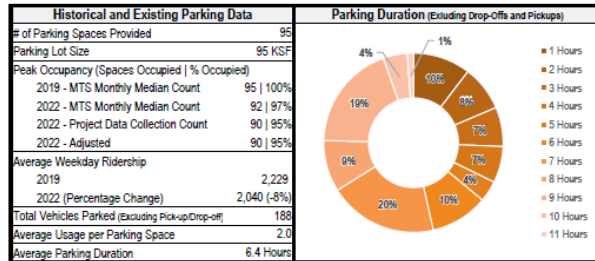
**High Resolution
Camera**

Baseline profile for each station was developed using multiple data sources

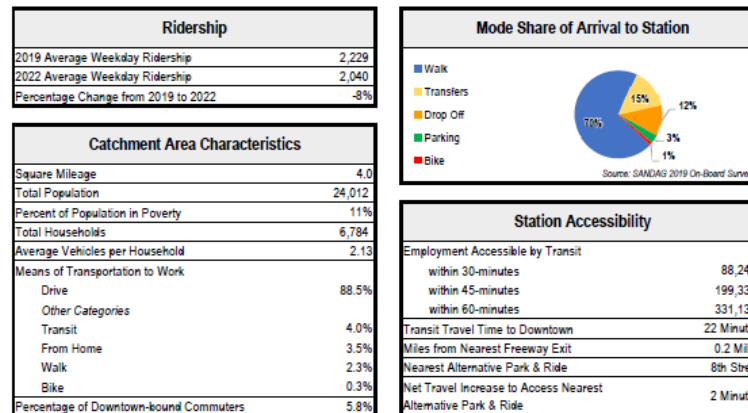
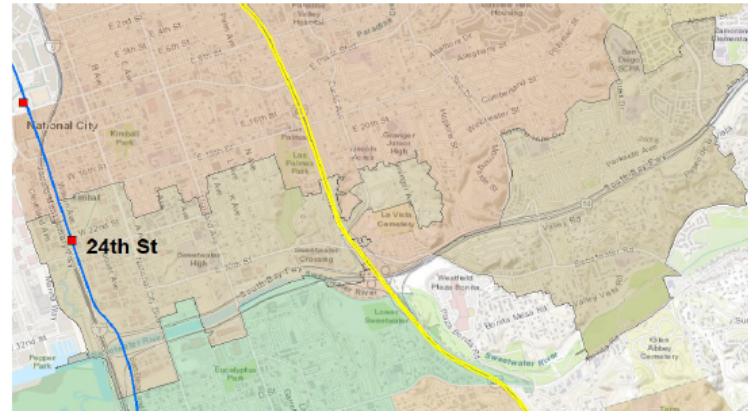
- License Plate Survey
- November 15, 2022(6 AM – 6 PM)
- Historic Parking Counts
- Historic and Current Transit Ridership
- On-board Survey & US Census

Existing Conditions - Findings

24th Street Station Parking Occupancy and Turnover



24th Street Station and Catchment Area Characteristics



- High parking demand in the urban core.
- Approximately ~10% of the parking demand is from vehicles waiting to pickup transit passengers.
- Average parking duration is about 6-7 hours

Future Parking Demand

Formula for Calculating Future Parking Demand at MTS Park-and-Ride Stations

$$\text{Future Demand} = \text{Existing Demand} \times [1 + (\text{Change in Boardings}) + (\text{Change in Park and Ride})]$$

$$\text{Existing Demand} = \text{Annual Change in Boardings} \times \text{of Years Between Existing and Projected Demand}$$

$$\text{Change in Boardings} = \text{Annual Change in Boardings} \times \text{of Years Between Existing and Projected Demand}$$

$$= \left(\frac{2035 \text{ Boardings} - 2016 \text{ Boardings}}{2016 \text{ Boardings}} \right) \times (2035 - 2022)$$

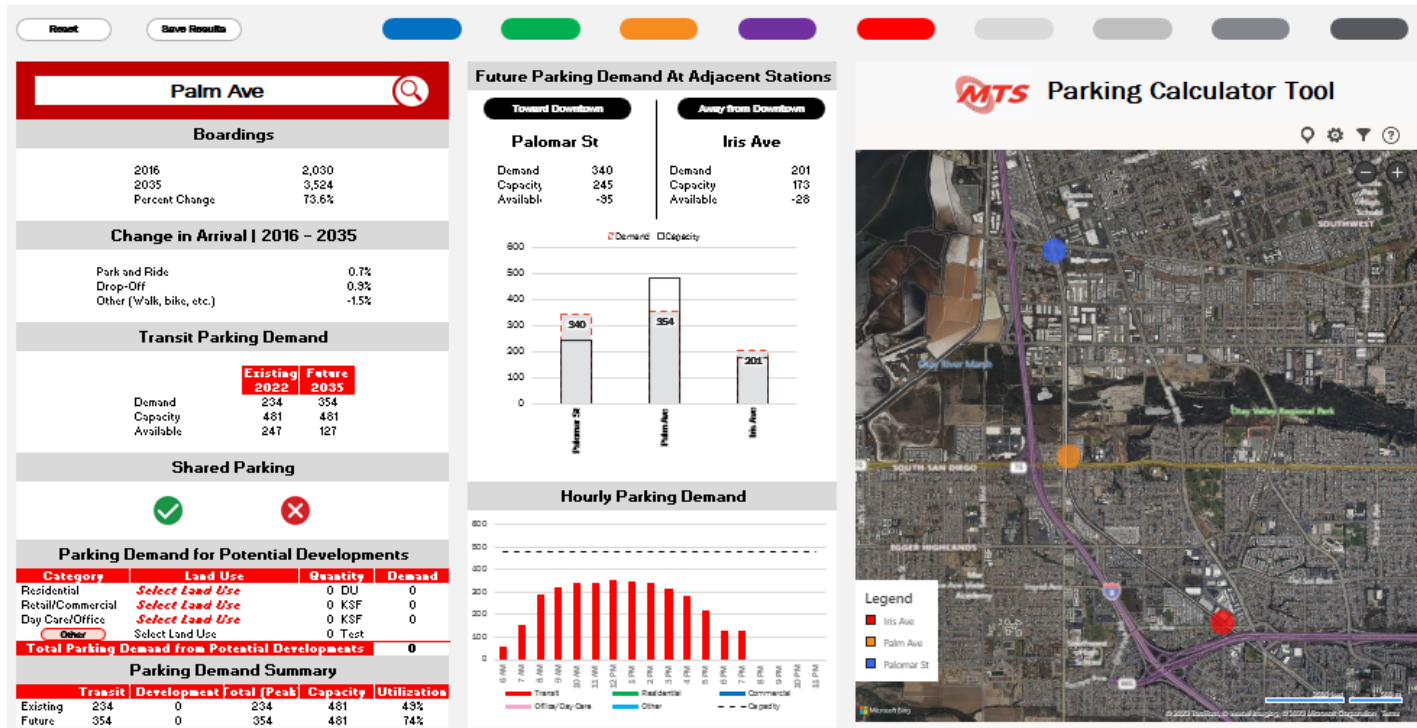
$$\text{Change in Park and Ride} = \text{Annual Change in Park and Ride} \times \text{of Years Between Existing and Projected Demand}$$

$$= \left(\frac{2035 \text{ Park and Ride} - 2016 \text{ Park and Ride}}{2016 \text{ Park and Ride}} \right) \times (2035 - 2022)$$

Based on SANDAG 2021 RTP and accounts for

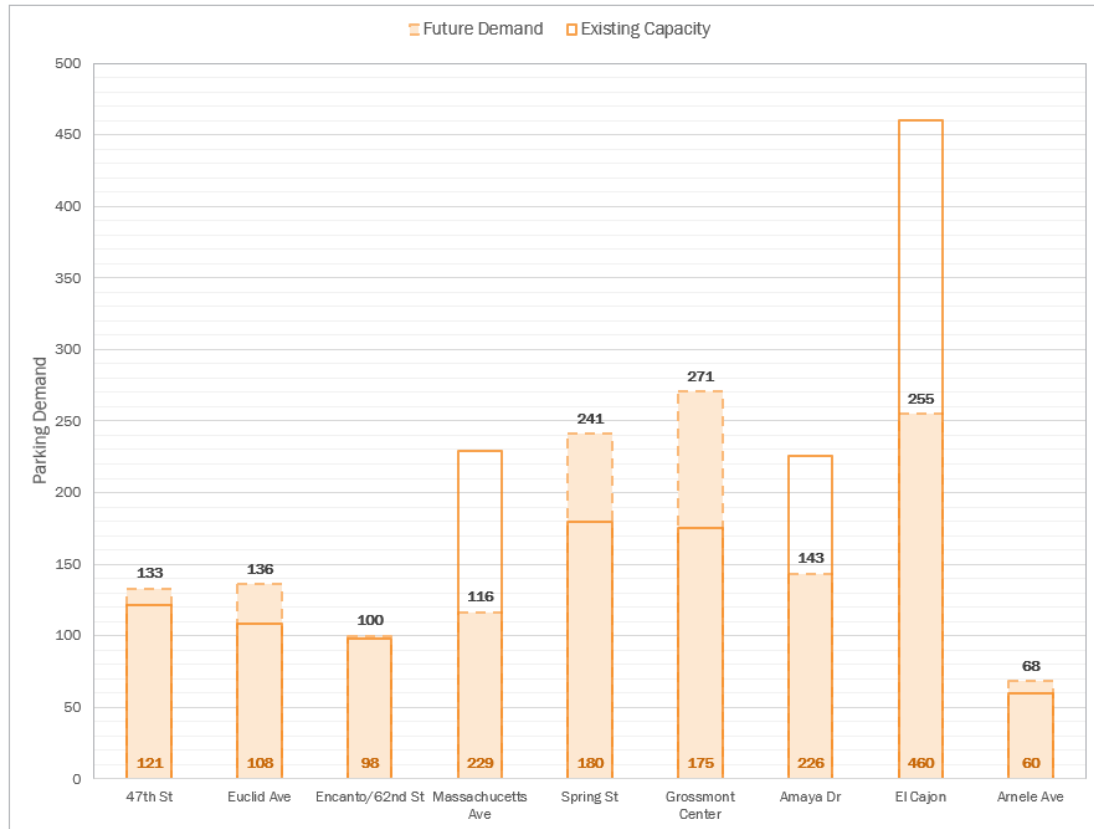
- Mode Shift (mode of arrival)
- Change in transit ridership

Future Parking Demand Calculator



- Accounts for existing and future parking demand
- Includes option to calculate using shared parking strategy
- Ability to override parking inventory as individual site develop
- Open source with instructions

Future Parking Demand Findings



Orange Line Corridor Future Parking
Demand in relation to Existing Capacity

- Stations in urban core are all impacted.
- Stations with large footprint are developed, under construction, or under negotiation/permitting.

Parking Management Strategies



Parking Management Strategies are needed to maintain an optimum experience for transit riders

- Previous MTS Experiences
- Review of 30+ documents from various agencies
- Strategy level of effectiveness
 - When implemented as standalone
 - When implemented with other strategies
- Findings from the Social Equity Listening Tour Report
- Net positive cash flow to fund strategies and amenities

Parking Management Strategies - Summary



Station Accessibility Best Practices

- Strategy 1: Improving multimodal access through first/last mile treatments
- Strategy 2: Increase the quantity/quality of bicycle and micro-mobility parking amenities at stations
- Strategy 3a: Improve bus services as feeders to Trolley station or Trolley trip substitute
- Strategy 3b: Improve Transit Amenities and Security
- Strategy 4: Convenient pick-up and drop-off / Streamlined site circulation

Parking Management Strategies

Information/Communication Strategies

- Strategy 1: Information sharing of parking availability
- Strategy 2: Renewed Marketing

Parking Regulation Strategies

- Strategy 3: Automate and/or Outsource Parking Operation and Enforcement
- Strategy 3a: Pricing park and ride supply
- Strategy 3b: Incentivizing carpool/HOV parking
- Strategy 3c: Time-limited parking/Incentivizing higher turnover parking

Development Strategies

- Strategy 4: Shared parking with development
- Strategy 5: Parking unbundled from development, surplus leased to development, transit park and ride
- Strategy 6: Integrate TOD Design into Transit Station Operations

Thank you!

Questions/Comments



Board of Directors Agenda

July 27, 2023 at 9:00 a.m.

In-Person Participation: James R. Mills Building, 1255 Imperial Avenue, 10th Floor Board Room, San Diego CA 92101

Teleconference Participation: (669) 444-9171; Webinar ID: 982 8803 2362, <https://zoom.us/j/98288032362>

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Public Comments This item is limited to five speakers with two 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		
3.	Approval of Minutes Action would approve the June 8, 2023 Special Board of Directors and the June 15, 2023 Board of Directors meeting minutes.	Approve
4.	Adoption of 2023 Conflict of Interest Code – Amendment Action would 1) Adopt Resolution No. 23-09 amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2023 MTS Conflict of Interest Code and 3) Forward the amended 2023 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body), (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.	Approve
5.	Proposed Revisions to The Accessible Services Advisory Committee Membership Guidelines Action would approve the proposed revisions to the Accessible Services Advisory Committee (ASAC) Membership Guidelines.	Approve
6.	Additional Staffing – One (1) Planning – Transportation Planner Action would authorize the Chief Executive Officer (CEO) to add one (1) Transportation Planner to the position tables previously approved in the Fiscal Year 2024 budget.	Approve



7. **Trolley Track Improvement – Construction Management (CM) Services - Work Order** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2499-CM01 under MTS Doc. No. G2499.0-21 with PGH Wong, a Minority Business Enterprise (MBE), in the amount of \$149,474.37 for CM services for Trolley Track Improvements.
8. **Orange/Blue/Green Lines Variable Message Sign (VMS) Installation Project – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA355-AE-17, under MTS Doc. No. PWL355.0-22, with Psomas, in the amount of \$410,078.68 to prepare plans, specifications, and estimate (PS&E) for the Orange/Blue/Green Lines VMS Installation Project.
9. **J Street Corrugated Metal Pipe Emergency Repair – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-16 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC), in the amount of \$146,929.97 for the repair of the corrugated metal pipe located at J Street along the Blue Line right-of-way.
10. **Motorola Solutions, Inc. Radio System Maintenance Services – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0759.0-23, a Sole Source agreement, with Motorola Solutions, Inc. (Motorola), for provision of Regional Transit Management System (RTMS) radio system maintenance services for a four (4) year period effective August 1, 2023, in the amount of \$1,185,954.08.
11. **Blue Line Bridge Repair – Work Order Agreement** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-08 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22, with ABC General Contractor, Inc. (ABCGC), in the amount of \$149,887.28 for the repair of the bridges located at 8th Street and 18th Street along the Blue Line right-of-way.
12. **Microsoft Enterprise Licensing and Software Assurance – Contract Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 4 to MTS Doc. No. G2378.4-20, with Crayon Software Experts, LLC (Crayon), in the amount of \$160,874.78, bringing the contract total to \$1,150,551.61.
13. **Grantville Transit-Oriented Development (TOD) Painting – Contract Award** Approve

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWL370.0-23, with Prime Painting Contractors Inc. for Grantville Station Painting Improvements in the amount of \$1,330,000; and 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency

(\$266,000) for this construction contract, bringing total expenditure authority to \$1,596,000.

- | | | |
|-----|--|---------|
| 14. | Grantville Transit Oriented Development (TOD) Painting Construction Management Services – Work Order Agreement
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2496-CM01 under MTS Doc. No. G2496.0-21 with AECOM Technical Services (AECOM) for the Grantville TOD Painting Construction Management (CM) Services in the amount of \$190,425.76. | Approve |
| 15. | Bayside Double Track Imperial Avenue Transit Center (IMT) Construction Management (CM) Services – Work Order Amendment
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM05 under MTS Doc. No. G2498.0-21, with Kleinfelder Construction Services, Inc., to provide Construction Management (CM) Services for the Bayside Double Track IMT Project in the amount of \$500,027.93. | Approve |
| 16. | Modernization of Stadium Trolley Station Elevator – Work Order Agreement
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-21 to MTS Doc. No. PWG347.0-22 with ABC General Contractor, Inc. (ABCGC) in the amount of \$296,562.53 to modernize the Stadium Trolley Station elevator. | Approve |

DISCUSSION AND REPORT ITEMS

- | | | |
|-----|--|---------------|
| 17. | San Ysidro Project Update | Informational |
| 18. | Annual Grants Administration Report | Informational |
| 19. | ZEB Update | Informational |
| 20. | State of California Budget – Transportation Funding (Sharon Cooney and Julia Tuer) | Informational |
| 21. | Operations Budget Status Report | Informational |

OTHER ITEMS

- | | | |
|-----|--|---------------|
| 22. | Chair's Report | Informational |
| 23. | Chief Executive Officer's Report | Informational |
| 24. | Board Member Communications | Informational |
| 25. | Remainder of Public Comments Not on The Agenda | |

This item is a continuation of item No. 2 (Public Comment), in the event all speakers who request to comment on item No. 2 are not called. If all Public Comment is accepted during item No. 2, no additional public comment will be accepted under this item.

ADJOURNMENT

26. Next Meeting Date

The next Board of Director's meeting is scheduled for September 14, 2023 at 9:00am.

27. Adjournment

DRAFT



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 4

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

July 27, 2023

SUBJECT:

Adoption of 2023 Conflict of Interest Code – Amendment

RECOMMENDATION:

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

- 1) Adopt Resolution No. 23-09 (Attachment A) amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974;
- 2) Adopt the amended 2023 MTS Conflict of Interest Code (in substantially the same format as Attachment B); and
- 3) Forward the amended 2023 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body), (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

Budget Impact

None.

DISCUSSION:

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

The Act further requires that an agency 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 and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions (Attachment B).

Therefore, staff recommends the MTS Board of Directors:

- 1) Adopt Resolution No. 23-09 (Attachment A) amending the MTS Conflict of Interest Code pursuant to the Political Reform Act of 1974;
- 2) Adopt the amended 2023 MTS Conflict of Interest Code (in substantially the same format as Attachment B); and
- 3) Forward the amended 2023 MTS Conflict of Interest Code to the County of San Diego (the designated code-reviewing body), (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Resolution 23-09
B. Redline of Amendment to 2023 Conflict of Interest Code
C. Notice of Intent

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 23-09

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 February 16, 2023, 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 27, 2023, 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 of Directors this 27th day of July, 2023 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

General Counsel
San Diego Metropolitan Transit System

Resolution 23-09

Attachment: A. Final Conflict of Interest Code

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 ~~February 16, 2023~~ July 27, 2023)

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 **Clerk of the Board** as MTS's Filing Officer. The **Clerk of the Board** 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 **Clerk of the Board** shall retain the originals of the statements filed by all other designated positions. The **Clerk of the Board** 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 ~~February 16, 2023~~ July 27, 2023)

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

**NOTICE OF INTENTION TO AMEND THE
CONFLICT OF INTEREST CODE OF THE
SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

NOTICE IS HEREBY GIVEN that the Board of Directors of the San Diego Metropolitan Transit System (MTS) intends to amend its Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

The Appendix of the Code designates those employees, members, officers and consultants who are subject to the disclosure and disqualification requirements of MTS's Code. The proposed amendment include new positions that must be designated and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental.

The proposed amended Code will be considered by the Board of Directors on July 27, 2023, at 9:00 a.m. at San Diego Metropolitan Transit System, James R. Mills Building, Board Meeting Room, 10th Floor, 1255 Imperial Avenue, San Diego, California. Any interested person may be present electronically via Zoom: <https://zoom.us/j/98288032362> and comment at the public meeting or may submit written comments concerning the proposed amendment.

Any comments or inquiries should be directed to the attention of Dalia Gonzalez, Executive Assistant to CEO and Clerk of the Board, San Diego Metropolitan Transit System, 1255 Imperial Ave., Ste. 1000, San Diego, CA 92101-7490; (619) 231-1466. Written comments must be submitted no later than July 26, 2023, at 4:00 p.m.

The proposed amended Code may be reviewed at, and copies obtained from Dalia Gonzalez, Executive Assistant to CEO and Clerk of the Board.



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 5

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

July 27, 2023

SUBJECT:

Proposed Revisions to The Accessible Services Advisory Committee Membership Guidelines

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the proposed revisions to the Accessible Services Advisory Committee (ASAC) Membership Guidelines (Attachment A).

ASAC Recommendation

At its June 15, 2023 meeting, ASAC recommend that the Board of Directors approve the proposed revisions to the ASAC Membership Guidelines, with 14 voting in favor (Committee Members: Chair George Gastil, Ashley Wiley, Todd Lordson, Christian Hernandez, Belinda Kelly, Justin Augustin, Herberto Gaytan, Debbie Marshall, Samantha Stephan, Jorge Rivas, Juan Lopez, Casey Meyers, Brent Boyd, and Jana Schwartz in favor), 3 absent (Committee Members Sharlene Ornelas, Monique Ball, and Kacie Rodvill absent) and 1 vacant seat (California Department of Transportation (Caltrans)). Please note, the ASAC recommendation also included the removal of the Caltrans representative, due to multiple years of the seat being unfilled. However, after the completion of the June 15, 2023 ASAC Meeting, Caltrans was able to appoint a member to ASAC. Therefore, staff recommends keeping Caltrans as a member on ASAC.

Budget Impact

None.

DISCUSSION:

The ASAC provides MTS staff, the Chief Executive Officer and/or the MTS Board of Directors, depending on the subject matter, recommendations and feedback on accessibility related matters. The ASAC Membership Guidelines establishes the makeup of the committee, which currently includes various MTS staff and MTS contractors, a fixed route passenger with a



disability, a complementary paratransit passenger, and various social service and disability advocacy organizations.

MTS staff conducted a review of the ASAC Membership Guidelines, as it had not been revised since January 2018. MTS identified concerns with having MTS staff and MTS contractors be a voting member on ASAC. It may be more appropriate to have MTS staff and MTS contractors take a supporting role to facilitate ASAC agenda item discussion as needed, instead of being voting members on ASAC, to reduce any perceived conflicts of interests. MTS staff proposes to remove the following representatives as voting members: trolley, fixed route bus, fixed route bus contract services, complementary paratransit contract service, and complementary paratransit eligibility contract services.

MTS staff also proposes to add one (1) additional fixed route passenger with a disability and (1) additional complementary paratransit passenger, to the existing one (1) fixed route passenger with a disability and one (1) complementary paratransit passenger, to increase feedback from riders that use our system. Further, based on the feedback received from ASAC, we will also open the applications to representatives of a fixed route passenger with a disability or complementary paratransit passenger (e.g. family member, guardian or advocate that assists or coordinates the passenger's travel needs and may be able to provide helpful feedback to ASAC). This entire proposal would reduce the total number of voting members of ASAC from 18 to 15.

Upon approval, MTS will conduct various outreach measures to ensure the public is notified of the applications to become a fixed route passenger or complementary paratransit passenger representative on ASAC (Attachment B)

Therefore, it is staff recommendation that the MTS Board of Directors approve the proposed revisions to the ASAC Membership Guidelines (Attachment A).

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. ASAC Membership Guidelines (red-line with track changes)
B. Draft Applications for the ASAC Fixed Route and Complementary Paratransit Passenger Representatives



**Metropolitan
Transit
System**

Accessible Services Advisory Committee Guidelines

The San Diego Metropolitan Transit System (MTS) provides fixed route bus service, complementary paratransit service, and light rail service in southern San Diego County. On February 9, 1995, the San Diego Metropolitan Transit System (MTS) Board of Directors established the MTS Accessible Services Advisory Committee (ASAC). The purpose of ASAC is provide feedback to the Chief Executive Officer and designated staff about various MTS services, proposals, and concepts relating to accessibility. This feedback is used to formulate recommended courses of action that the Chief Executive Officer or Board of Directors, whichever applicable, may review for approval.

The -minimum guidelines for the ASAC are as follows:

I. The responsibilities of the committee will be:

A. To advise and make recommendations to the MTS Board of Directors on:

1. Funding to implement accessible service;
2. Disabled passenger fare structures;
3. Policies and guidelines for accessible service delivery;
4. Accessible service plans/plan updates; and
5. Accessible service contracts.

B. To advise the MTS staff and MTS operators on:

1. Accessible service operational and performance issues;
2. Disabled passenger transfer procedures between, (a) paratransit/paratransit services, (b) fixed route/fixed route services, and (c) paratransit/fixed route services (fixed route includes all rail);
3. Plans/updates for new or expanded accessible services;
4. Community outreach, interface, and marketing for accessible services;
5. Accessible revenue vehicle purchase or lease, and design for new or updated facilities; and
6. Disabled passenger certification policies and procedures.



II. The committee will not set policy.

III. Membership to the committee will include ~~eighteen~~fifteen (15) voting members, comprised of:

A. a MTS Board of Directors member, appointed on an annual basis who will be approved by the MTS Board of Directors;

~~B. a MTS trolley representative, appointed by the MTS Chief Executive Officer or designee;~~

~~C. a MTS bus representative, appointed by the MTS Chief Executive Officer or designee;~~

~~D. a MTS fixed route contract service representative, appointed by the MTS Chief Executive Officer or designee;~~

~~E. a MTS complementary paratransit contract service representative, appointed by the MTS Chief Executive Officer or designee;~~

~~F. a MTS complementary paratransit eligibility contract service representative, appointed by the MTS Chief Executive Officer or designee;~~

~~G.~~B. a San Diego Association of Governments (SANDAG) representative, appointed in writing by the governmental agency;

~~H.~~C. a California Department of Transportation (Caltrans) representative, appointed in writing by the governmental agency;

~~I.~~D. a Facilitating Access to Coordinated Transportation (FACT) representative, appointed in writing by the agency;

~~J.~~E. a San Diego Regional Center representative, appointed in writing by the agency;

~~K.~~F. a San Diego Center for the Blind representative, appointed in writing by the organization;

~~L.~~G. a State Council on Developmental Disabilities representative, appointed in writing by the organization;

~~M.~~H. a County of San Diego Health and Human Services Department, Aging and Independent Services representative, appointed in writing by the agency;

~~N.~~I. a County of San Diego Health and Human Services Department, Behavioral Health Services representative, appointed in writing by the agency;

~~O.~~J. an Access to Independence representative, appointed in writing by the agency;

~~P.~~K. a Deaf Community Service representative, appointed in writing by the organization;

~~Q.L.~~ two (2) a-MTS complementary paratransit service patrons (or their representative (e.g. family, guardian, advocate))~~-representative~~, appointed by the MTS Chief Executive Officer or designee;

~~R.M.~~ two (2) anindividuals with a disability that uses MTS fixed route service (or their representative (e.g. family, guardian, advocate)), appointed by the MTS Chief Executive Officer or designee; and

~~S.N.~~ Decisions to add a new governmental agency, social service agency or disability group to the committee shall be approved by the MTS Chief Executive Officer or designee.

IV. Committee officers

- A. Committee chairperson will be the MTS Board of Director member representative; and
- B. Committee vice-chair will be the MTS Liaison to the committee.

V. Alternates

- A. Each governmental agency, social service agency and disability group may designate one (1) alternate member by providing written notification to the MTS Liaison to the committee; and
- B. The MTS Chief Executive Officer or designee may designate one (1) alternate MTS complementary paratransit patron and one (1) alternate fixed route patron representative.

VI. Committee membership terms

- A. Except for the chairperson of the committee, the term of membership of each committee member shall be three (3) years. Members may be re-appointed for successive terms.

VII. Removal and Resignation

- A. Any member who misses four (4) consecutive meetings may be subject to removal. For any member who has missed three (3) consecutive meetings, a documented warning shall be provided to the member; and
- B. A member may resign from the committee by a letter of resignation.

VIII. Committee voting will be accomplished, as follows:

- A. Committee will determine the number of its membership of purposes of a quorum;
- B. 51 percent attendance will be a quorum to hold a meeting;
- C. Each membership representative, as described within Section III, will have an equal vote;
- D. 51 percent of the vote of those in attendance will approve an item; and

- E. A roster of the members who voted will be provided to the MTS Board of Directors along with any agenda item proposed for MTS Board of Directors Action.

IX. Subcommittees

- A. ASAC may establish subcommittees as necessary.

1. MTS Board of Directors approval is required to establish a standing subcommittee.
2. MTS Chief Executive Officer or designee approval is required to establish an ad hoc subcommittee.

X. MTS Liaison – Staff Support

- A. MTS Chief Executive Officer or designee will designate a staff person(s) to act as the MTS Liaison to the committee to prepare meeting notices, agendas and minutes as required. MTS Chief Executive Officer may also designate MTS staff or MTS contractors to attend ASAC meetings -in order to facilitate ASAC Meeting discussions (e.g. representatives from Trolley, Fixed Route Bus, Complementary Paratransit, Complementary Paratransit Eligibility, Customer Service or Security).

XI. MTS Board of Directors approval is required to revise the ASAC Guidelines.

XII. The committee is subject to the Brown Act.

Originally adopted by the MTS Board of Directors on 2/3/1995

Revisions Approved by ASAC on 3/3/2016

Revisions Approved by MTS Board of Directors on 3/17/2016

Revisions Approved by ASAC on 9/21/2017

Revisions Approved by ASAC on 12/14/2017

Revisions Approved by MTS Board of Directors on 1/18/2018

Revisions Approved by ASAC on 6/15/2023

Revisions Approved by MTS Board of Directors on 7/27/2023

San Diego Metropolitan Transit System (MTS)

Accessible Services Advisory Committee

Notice of Vacancy on ASAC

Applications are being accepted from individuals who are interested in volunteering to serve on MTS's Accessible Services Advisory Committee (ASAC). The ASAC has been established to advise the MTS Board of Directors and MTS staff regarding the implementation of accessible transportation services within MTS's service area and other accessibility related matters.

The ASAC currently meets quarterly on Thursdays in the MTS Board Room, located at 1255 Imperial Avenue, Suite 1000 (10th Floor) San Diego CA 92101. Meetings typically run from 1:00P.M to 3:00P.M. Committee members serve a term of three (3) years and may be reappointed thereafter.

Currently MTS is looking to fill the **Fixed Route Passenger with a Disability or their Representative** position.

Eligibility:

- 1) You are an individual with a disability who uses MTS Fixed Route Services (fixed route bus or trolley); or**
- 2) You provide travel assistance to an individual with a disability who uses MTS Fixed Route Services (e.g. family, guardian, or advocate that assists or coordinates the rider's travel), please apply below.**

Appointments are made at the discretion of the MTS Chief Executive Officer. Interested persons should complete the attached application. Completed Applications must be submitted by **August 16th** to:

Carla Perez
100 16th St.
San Diego, CA 92101
Phone: 619-595-7038
Fax:619-814-1510
Carla.Perez@sdmts.com

If you have any questions regarding the application or if you need this information available in an alternate format, please contact the MTS Staff Liaison for ASAC at 619-595-7038.

Your completed application may be subject to public disclosure per the California Public Records Act.

Application Information

First Name		Last Name	
Street Address			Apt/Unit #
City		State	Zip Code
Phone		E-mail Address	

Please answer each question as completely as possible. Responses to the following questions may be printed or typed in the space below or attached on a separate sheet of paper.

1. Are you an individual with a disability who currently uses MTS fixed route services or do you assist an individual with disability that uses MTS fixed route services with their travel needs?
 1b. How frequent and what region do you or the rider you represent use the service most in?

2. Do you or the rider you represent use other services as well, i.e. MTS complementary paratransit services (MTS Access)?
 2b. What region do you or the rider you represent use the service most in?

3. Describe your participation in community activities and advocacy groups?

4. Are you employed by an agency that sits on the ASAC committee? (There may be an opportunity to be an agency representative on ASAC)

5. *Are there other committees that you sit on, or are a part of, elected or not?*

6. *Why do you want to become a member of the ASAC committee?*

7. *If selected, would you be willing to commit to making the quarterly meetings?*

8. *If selected, and you cannot make the meetings, would you work with the MTS selected alternate to ensure that they know when you are not going to be in attendance?*

Applicants Name (Please Print)

Applicants Signature

Date

San Diego Metropolitan Transit System (MTS)

Accessible Services Advisory Committee

Notice of Vacancy on ASAC

Applications are being accepted from individuals who are interested in volunteering to serve on MTS's Accessible Services Advisory Committee (ASAC). The ASAC has been established to advise the MTS Board of Directors and MTS staff regarding the implementation of accessible transportation services within MTS's service area and other accessibility related matters.

The ASAC currently meets quarterly on Thursdays in the MTS Board Room, located at 1255 Imperial Avenue, Suite 1000 (10th Floor) San Diego CA 92101. Meetings typically run from 1:00P.M to 3:00P.M. Committee members serve a term of three (3) years and may be reappointed thereafter.

Currently MTS is looking to fill the **Complementary Paratransit (MTS Access) Passenger or Representative** position.

Eligibility:

- 1) Are a current MTS Access (complementary paratransit) passenger; or**
- 2) You provide travel assistance to an MTS Access rider (e.g. family, guardian, or advocate that assists or coordinates the rider's travel), please apply below.**

Appointments are made at the discretion of the MTS Chief Executive Officer. Interested persons should complete the attached application. Completed Applications must be submitted by **August 16th** to:

Carla Perez
100 16th St.
San Diego, CA 92101
Phone: 619-595-7038
Fax: 619-814-1510
Carla.Perez@sdmts.com

If you have any questions regarding the application or if you need this information available in an alternate format, please contact the MTS Staff Liaison for ASAC at 619-595-7038.

Your completed application may be subject to public disclosure per the California Public Records Act.

Application Information

First Name		Last Name	
Street Address			Apt/Unit #
City		State	Zip Code
Phone		E-mail Address	

Please answer each question as completely as possible. Responses to the following questions may be printed or typed in the space below or attached on a separate sheet of paper.

1. Are you currently a MTS Access (Complementary Paratransit) rider or do you closely assist a MTS Access rider with their travel needs? If yes, how frequently do you or the rider you represent ride?

1b. What region do you or the rider you represent ride the service most in?

2. Do you or the rider you represent use other services as well, i.e. MTS fixed route bus and trolley?

2b. What region do you or the rider you represent use the service most in?

3. Describe your participation in community activities and advocacy groups?

4. Are you employed by an agency that sits on the ASAC committee? (There may be an opportunity to be a designated member on ASAC representing an agency)

5. *Are there other committees that you sit on, or are a part of, elected or not?*

6. *Why do you want to become a member of the ASAC committee?*

7. *If selected, would you be willing to commit to making the quarterly meetings?*

8. *If selected, and you cannot make the meetings, would you work with any MTS selected alternate to ensure that they know when you are not going to be in attendance?*

Applicants Name (Please Print)

Applicants Signature

Date



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 6

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

July 27, 2023

SUBJECT:

Additional Staffing – One (1) Planning – Transportation Planner

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to add one (1) Transportation Planner to the position tables previously approved in the Fiscal Year 2024 budget.

Budget Impact

The Transportation Planner will be in Salary Grade #7 (\$50,383 to \$90,635). The total net cost of the additional position (including both wage and benefits) would be approximately \$113,217 annually. The expense would be added into the annual Planning Department budget, and first reflected in the Fiscal Year 2024 mid-year budget amendment.

DISCUSSION:

The anticipated passage of California Senate Bill 102 and California Assembly Bill 102 would provide \$5.1 billion in state investment in transit with the goal of preserving levels of service and increasing ridership to pre-pandemic levels and beyond. These bills could result in substantial short-term subsidy to MTS of up to \$290 million over four years. Legislative trailer bills would institute accountability and reform requirements on transit agencies to access this funding. Among the requirements are reporting on service plans, changes and potential restructuring to eliminating service redundancies, improve coordination amongst transit operators, and evaluate the transit network.

MTS currently has two Transportation Planners that cover the entire MTS jurisdiction, with a recruitment currently in progress to fill a third, vacant position. Transportation Planners are responsible for service and facility evaluation, community and resident engagement on service-related issues, and monitoring of trends to recommend on-going service adjustments. With the increased requirements of anticipated state funding to study and plan network changes in order



to access these funds, one additional Transportation Planner position has been identified as necessary for MTS going forward.

Today's proposed action would authorize the CEO to create an additional full-time employment position for a Transportation Planner, and to fund it in the Fiscal Year 2024 budget.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 7

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

July 27, 2023

SUBJECT:

Trolley Track Improvement – Construction Management (CM) Services - Work Order

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA2499-CM01 under MTS Doc. No. G2499.0-21 (in substantially the same format as Attachment A) with PGH Wong, a Minority Business Enterprise (MBE), in the amount of \$149,474.37 for CM services for Trolley Track Improvements.

Budget Impact

The total budget for this project is estimated to be \$149,474.37 and is funded by MTS Capital Improvement Program (CIP) 2005109201 – Grade Crossing Replacement \$104,632.05, 2005118201 – 62nd St. Station Trackway Replacement \$14,947.44, and 2005118301 – 16th to 20th Street Track Replacement \$29,894.88.

DISCUSSION:

To maintain a state of good repair, MTS's Trolley infrastructure requires replacement of several major track components which are at the end of their useful life, including but not limited to: worn rail and ties, and gauge tolerance issues. To address these issues, MTS's approved CIP Budget includes several track improvement projects. On June 15, 2023 (AI 11), the MTS Board authorized a contract with Balfour Beatty Infrastructure Inc. (\$8,884,454) to construct four CIP projects involving grade crossing, track, and crosstie replacements (collectively "Trolley Track Improvements").

Today's proposed action would award a work order to PGH Wong for CM services related to the Trolley Track Improvements project. The scope of the services includes inspection services for grade crossing replacement at eight locations, replacing tracks at 62nd Street Trolley Station, and replacing tracks between 16th St and 20th St on Commercial St.



A&E Consultant Selection Process

On January 11, 2021, the San Diego Association of Governments (SANDAG) led and issued a joint procurement with MTS for On-Call CM services by Requesting Statements of Qualifications (RFSQ) from firms with expertise in a variety of CM and related consulting services.

The RFSQ resulted in the approval of six firms qualified to perform CM services. As an option, MTS can assign work orders through a direct award based on specialized qualifications and previous work or rotation.

PGH Wong was selected under the rotation method as the next qualified firm for this Work Order WOA2499-CM01. The price proposal prepared by PGH Wong was determined to be fair and reasonable as compared to the Independent Cost Estimate at \$151,986.69. No subconsultants will be used on this Work Order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA2499-CM01 under MTS Doc. No. G2499.0-21 (in substantially the same format as Attachment A) with PGH Wong, a MBE, in the amount of \$149,474.37 for construction management services.

/S/ Sharon Cooney

Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order WOA2499-CM01, MTS Doc. No. G2499.0-21
B. Scope of Services
C. Negotiated Fee Proposal



Metropolitan Transit System

July 27, 2023

MTS Doc No. G2499.0-21

Work Order No. WOA2499-CM01

PGH Wong Engineering Services, Inc
Peter G.H. Wong
CEO
401 B St. Suite 1160
San Diego CA, 92101

Dear Peter G.H. Wong:

Subject: MTS DOC. NO. G2499.0-21, WOA2499-CM01, TROLLEY TRACK IMPROVEMENT 2023, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT

This letter shall serve as our agreement MTS Doc. No. G2499.0-21, WOA2499-CM01, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide construction management and inspection staff for various Trolley Track Improvement 2023 Construction work, for various MTS projects in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

SCHEDULE

The project schedule shall follow the Trolley Track Improvements 2023 (PWL366.0-23)

PAYMENT

Payment shall be based on actual costs in the amount not-to-exceed \$149,474.37 without prior written authorization of MTS.

Sincerely,

Agreed:

Sharon Cooney, Chief Executive Officer

Peter G.H. Wong, CEO
PGH Wong Engineering Services, Inc

Date: _____

Attachments:

- A. Scope of Services
- B. Negotiated Fee Proposal





**Metropolitan
Transit
System**

Contract No. G2499.0-21
Work Order No.: WOA2499-CM01

ATTACHMENT A

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

SCOPE OF WORK

MTS TROLLY TRACK IMPROVEMENTS 2023 TRACK INSPECTION SERVICES

I. PROJECT DESCRIPTION

The Trolley Track Improvements 2023 construction project includes the following work:

- Removal and replacement of existing rubber panels replacement of 115# rail, and construction of asphalt concrete at the following locations on the Orange Line:
 - Francis Street Vehicular Crossing
 - Marshall Avenue Vehicular Crossing.
- Removal and replacement of vehicular crossings and construction of asphalt concrete at the following locations on the Orange Line:
 - 27th Street Vehicular Crossing
 - 29th Street Vehicular Crossing
 - 62nd Street Vehicular Crossing
 - 5th Avenue and C Street Vehicular Crossing
 - Civic Center Vehicular Crossing
 - Island Avenue Vehicular Crossing
 - 62nd Street Trolley Station
- Installation of sidewalk with raised epoxy pebble at the following locations on the Orange Line:
 - Marshall Avenue Vehicular Crossing.
 - 27th Street Vehicular Crossing
 - 62nd Street Vehicular Crossing
 - Civic Center Vehicular Crossing
- Removal of Existing Track at 62nd Street Trolley Station, along with precast concrete pedestrian crossings, asphalt concrete, and all required incidentals.

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





- Construction of new Track on Concrete Ties at 62nd Street Trolley Station, along with, and other required incidentals
- Installation of (2) EA 10' Pedestrian Grade Crossing(s), Asphalt Ramps, and all other required incidentals.
- Install (2) EA 20' Pedestrian Grade Crossing(s), Asphalt Ramps, and all other required incidentals.
- Replacement of timber crossties and incidentals, surfacing, purchase and placement of ballast, and destressing between Barrio Logan Station and East Beyer Blvd Bridge on the Eastbound track on the Blue Line.
- Removal of Existing Track, along with asphalt concrete, sidewalk, and all required incidentals from 16th St to 20th St on Commercial Street of the Orange Line.
- Construction of new Track on Concrete Ties, along with concrete ties, asphalt concrete, ballast, filter fabric, and all other required incidentals from 16th St to 20th St on Commercial Street on the Orange Line.

A Notice-to-Proceed (NTP) for the construction contract is expected to be issued in August 2023. Within fourteen (14) calendar days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to MTS for Approval. Construction is to begin at NTP and is specified to be completed within 360 calendar days from NTP.

II. EXPECTED RESULTS

Provide track inspection and project/task order management services to support the construction contract. Should project demands exceed the staffing depicted in our staffing plan, we will work with MTS' Project Manager to allocate resources, as necessary. Services shall be performed in accordance with MTS and SANDAG policies and procedures and under the management of MTS. Key staff shall include:

- Track Inspector – As Needed, as requested by MTS.
- Contract Manager – Part Time
- Administrative support – Part time

III. SCOPE OF WORK

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents.

1.0 Project/Task Order Manager

The Project/Task Order manager will provide periodic supervision of the team, manage CM contract budget, and schedule, and serve as MTS' point of contact for conduct and performance of CM services. Tasks include:



- Verify that the assigned field personnel are trained in the skills that are needed to manage each task.
- Administer personnel action, coordinate personnel matters with MTS' Contract Manager.
- Review monthly invoices prior to submission to MTS.

2.0 Track Inspection

- Perform quality assurance inspection of the track work to verify general compliance with the contract documents.
- Prepare daily reports noting work description, materials, quantities, pertinent decisions.
- Perform inspection on track elements, as well as intermittent inspection for station improvements, utilities, and surface improvements.
- Regular tasks include:
 - On Time & Materials change orders, keep a daily record of contractor's equipment, labor, and material on Tentative Agreements.
 - Obtain regular photo documentation.
 - Identify non-compliant work to the Contractor and report to the MTS Project Manager.
 - Maintain accounting of daily quantities of contract bid item or change order work performed. Assist MTS Project Manager in reviewing Contractor's Pay App and assist in determining quantities to be included for payment in the monthly progress payment.
 - If observed work does not meet contract or change order requirements, prepare, and submit Non-Conformance Report (NCR) to the MTS Project Manager.
 - Attend meetings as requested by the MTS Project Manager.
- Coordinate construction activities with MTS operations
- Perform submittal reviews for track elements.

IV. PERIOD OF PERFORMANCE

NTP through NTP + 360 calendar days.

V. DELIVERABLES

- a. Inspection reports, inspection daily diaries, and pay estimates in accordance with MTS procedures.
- b. Associated Track Inspection Project records in accordance with MTS procedures or Caltrans categorical filing system

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Tasks Schedule

Task	Begin/End Dates
Project/Task Order management/ Inspection Services	Approximately 360 calendar days. Follows MTS Trolley Track Improvements 2023 Construction Project PWL366.0-23.



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

1. Project plans, special provisions, and standard specifications
2. Applicable permits
3. Flagging personnel for work alongside MTS right-of-way
4. MTS Roadway Worker training (if necessary) for personnel working alongside MTS right-of-way.

VIII. SPECIAL CONDITIONS

Work Order is for Track Inspection and the Scope of services excludes:

- Labor compliance services for the construction contract
- Construction Management Administration Services
- Construction Management/Resident Engineering Services
- Office Engineering Services
- Civil Inspection
- Electrical Inspection
- Signal Inspection
- Special Inspection and Materials Testing
- Construction staking and surveying.
- Hazardous material monitoring and testing services.
- Additional Services may be provided, as requested by MTS, and as needed, for additional fee.
- Construction contractor is responsible for job site safety and safety of transit patrons and general public during construction, including for non-completed work and work in progress.

IX. MTS ACCEPTANCE OF SERVICES:

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors negligence and thus not 100% complete by MTS' Project Manager, Firm shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Firm shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.



X. DEFICIENT WORK PRODUCT:

Throughout the design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

1. Paying applicable delay fees,
2. Revising provided documents,

At no time will MTS be required to correct any portion of the Firms deficient work product and shall bear no costs or burden associated with Firms deficient performance and/or work product.

XI. DELIVERABLE REQUIREMENTS

Firm will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically, and grammatically correct. MTS reserves the right to request a change in the format if it does not satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Firm to any third party.

Firm shall provide with each task a work plan showing the deliverables schedule as well as other relevant date needed for Firm's work control, when and as requested by MTS.

Firm's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Firm shall maintain backup copies of all data conveyed to MTS.

Firm shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

XII. PREVAILING WAGE

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

Work Order Estimate Summary

Att.C, AI 7, 07/27/23

MTS Doc. No.	G2499.0-21
Work Order No.	WOA2499-CM01
Attachment:	B

Work Order Title: MTS Trolley Track Improvements 2023 - Inspection Services

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Track Inspection Services	\$149,474.37

Totals = \$149,474.37

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management/Coordination	36.0	\$6,952.08
2		Inspection Services	476.0	\$142,522.29

Totals = 512.0 \$149,474.37

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	PGH Wong Engineering, Inc.	512.0	\$149,474.37

Totals = 512.0 \$149,474.37



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 8

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

July 27, 2023

SUBJECT:

Orange/Blue/Green Lines Variable Message Sign (VMS) Installation Project – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA355-AE-17, under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A), with Psomas, in the amount of \$410,078.68 to prepare plans, specifications, and estimate (PS&E) for the Orange/Blue/Green Lines VMS Installation Project.

Budget Impact

The total cost of this contract is estimated to be \$410,078.68. This project is funded by Transit and Intercity Rail Capital Program (TIRCP) – 2005119501 Orange Line Rail Signal Project in the amount of \$248,407.38 and Capital Improvement Program (CIP) 2007118701 - Blue/Green Lines VMS Signs in the amount of \$161,671.30.

DISCUSSION:

Variable Message Signs (VMS) are installed at MTS trolley stations and provide information about next train arrival or other service-related notices. Because of varying factors such as space available and configuration of the platform and shelter areas, the method of installation is site specific: some VMS signs are mounted on station shelters and others are mounted on standalone poles.

Many of these units are nearing the end of their useful life and are ready for replacement. CIP projects have been identified to fund this effort, including a TIRCP grant for VMS replacement at Orange Line stations.

Through a separate agreement with Global Display Solutions, Inc. (GDS), MTS has selected new VMS units to replace the existing Daktronics trolley signage throughout 52 Stations along the Orange, Blue and Green MTS Trolley lines.



The intent of this Work Order is for Psomas to review the proposed GDS units; perform on-site review of the existing sign supports, power and network connections; and provide plans, technical specifications, and estimates for the attachment and integration of GDS units to the existing sign supports and information network. Psomas will then prepare drawings and technical specifications for structural, power and network improvements needed at each location.

For accounting and grant management purposes, the Work Order will be separated by two phases: The Orange Line stations will be completed as part of Phase 1, PS&E submitted for approval along with the grant funding. PS&E for the Blue and Green Line stations will follow shortly after as part of Phase 2. However, field review of the Blue and Green Line stations take place concurrently with the Orange line field review.

A&E Consultant Selection Process

On September 15, 2021, MTS issued a solicitation for On-Call Architectural and Engineering (A&E) Design Services by requesting Statements of Qualifications (RFSQ) from firms with expertise in a variety of A&E design and related consulting services separated into the following three (3) categories:

- Category A: Comprehensive/Full Service - Five (5) prime contracts
- Category B: Small Business Set Aside- Three (3) prime contracts awarded to a certified Small Business (SB) or a Disadvantaged Business Enterprise (DBE) certified firm, (which is also considered to be a Small Business)
- Category C: Specialty Prime – Up to Five (5) specialty service contracts

As a result of the RFSQ, seven (7) firms were selected to perform various A&E services. For projects requiring A&E Services, work orders will be issued to these firms.

MTS staff reviewed the approved A&E firms in Category A, and utilizing a rotation award process, selected Psomas to perform the VMS Installation Project A&E services.

Psomas's proposed amount of \$410,078.68 is less than MTS's Independent Cost Estimate (ICE) of \$500,000.00 and was determined to be fair and reasonable.

For this project, Psomas will utilize the following subcontractors:

Subcontractor Firm Name	Firm Classification	Dollar Value of Subcontract
Hatch Associates Consultants, Inc. (Phase I)	None	\$178,983.04
Hatch Associates Consultants, Inc. (Phase II)	None	\$90,906.56
Total Subcontracted Amount		\$269,889.60

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA355-AE-17, under MTS Doc. No. PWL355.0-22 (in substantially the same format as Attachment A), with Psomas, in the amount of \$410,078.68 to PS&E for the Orange/Blue/Green Lines VMS Installation Project.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order WOA355-AE-17



**Metropolitan
Transit
System**

Att.A, AI 8, 07/27/23

July 27, 2023

MTS Doc. No. PWL355.0-22
Work Order No. WOA355-AE-17

Mrs. Sarah Curran, PE
Vice President
Psomas
401 B Street, Suite 1600
San Diego, CA 92101

Dear Mrs. Curran:

Subject: WORK ORDER WOA355-AE-17 TO MTS DOC. NO. PWL355.0-22, DESIGN SERVICES FOR ORANGE/BLUE/GREEN LINES VARIABLE MESSAGE SIGN (VMS) INSTALLATION PROJECT

This letter shall serve as our agreement for Work Order WOA355-AE-17 to MTS Doc. No. PWL355.0-22, for professional services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Work Order shall provide design services for Orange, Blue and Green lines VMS installation project. For MTS accounting purposes, services for the project will be separated by two phases. Phase 1 will be performed in accordance with the attached Scope of Services (Attachment A1), and Phase 2 will be performed in accordance with the attached Scope of Services (Attachment A2).

SCHEDULE

The Scope of Services for both phases, as described above, shall be for a combined period of twelve (12) months from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount of \$248,407.38 for Phase 1 (Attachment B1), and \$161,671.30 for Phase 2 (Attachment B2). The total amount of the Work Order shall not exceed \$410,078.68, without prior authorization.



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Sarah Curran, Vice President
Psomas

Date: _____

Attachments: Attachment A1, Scope of Services, Phase 1
Attachment A2, Scopes of Services, Phase 2
Attachment B1, Negotiated Fee Proposal, Phase 1
Attachment B2, Negotiated Fee Proposal, Phase 2

DRAFT

**ATTACHMENT A1
SCOPE OF SERVICES, PHASE 1**

DRAFT

**TITLE: VMS SIGN INSTALLATIONS – Phase 1 Site WOA NO.: WOA355-AE-17
Reconnaissance and Orange Line PS&E**

I. PROJECT DESCRIPTION

Due to TIRCP grant funding allocated for Orange Line variable message sign (VMS) replacement, MTS is interested in retaining a consultant team to field verify the existing conditions of the VMS sign supports, and the power and network connections at the Orange, Blue, and Green Line trolley stations. MTS is in the process of selecting new VMS units (GDS) to replace the existing Daktronics trolley signage throughout the 52 Stations along the Orange, Blue and Green MTS Trolley lines. The consultant team will then prepare drawings and technical specifications for structural, power and network improvements needed along each line to accommodate the new signage.

II. SCOPE OF WORK

The scope of work shall consist of the tasks and deliverables described below. The goal of the project is to review the proposed GDS units; perform on-site review of the existing sign supports, power and network connections; and provide plans, technical specifications, and estimates for the attachment and integration of GDS units to the existing sign supports and information network.

The Project will be completed in two Phases:

The Orange line will be completed as part of Phase 1, with PS&E submitted for approval along with the grant funding. See the timeline listed below.

PS&E for the Blue and Green Lines will follow shortly after as part of Phase 2. However, field review will be concurrent with the Orange line. The Mid-Coast line is not included in this proposal.

Psomas will provide the following services as Part of Phase 1:

Task 1 – Project Management and Coordination

- 1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.2 Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
- 1.3 Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

Task 2 – Site Reconnaissance and Summary

- 2.1 Structural Review:
Psomas will perform a visual and hands-on structural assessment of each sign support to verify they match the as-built plans, have not been modified, and are in sufficient condition to accept the new GDS signs.

Psomas will review the as-built plans of the sign supports for each line, review the new GDS sign specifications for weight and size, analyze the existing supports for structural adequacy with the new sign weights, wind, and seismic loading, and design adapting brackets to attach new GDS signs to each pole type.

Psomas will provide a technical memo describing the sign support conditions and preliminary attachment detail.

2.2 Data/Electrical Review:

Psomas' subconsultant, Hatch Associates Consultants Inc. (Hatch), will also conduct site surveys of each of the 52 stations to gather information about the existing power circuits, media converters, and network cabling and connectivity to the local station network for backhaul to central control. Hatch will produce a site survey report with pictures and descriptions of the existing power and network connections to each existing VMS at each station.

To conduct the site survey, Hatch will ask an MTS representative to provide access to the signs, handholes, cabinets, network switches, and media converters at each station. Where necessary, the MTS will need to furnish a ladder to access some of the equipment.

2.3 Psomas will compile the Structural Review Technical Memo and Data/Electrical Review Survey Report and submit to MTS.

Task 3 – Plans, Specifications and Estimates

3.1 Preliminary Design:

Psomas will prepare plans, technical specifications, and estimates for the Orange Line sign improvements.

3.1A Structural Drawings:

The plan set for each line is expected to include the following:

- Cover sheet
- Notes, Index, Standards
- Route Map/Site Plan/Table of Support Types
- Support Type 1 (Plan, Elevation, Section)
- Support Type 2 (Plan, Elevation, Section)
- Structural Connection Details

Psomas will create technical project special provisions based on a template file provided by MTS. The specifications will include staging of the installations, structural connection, and painting.

Items of work and construction cost estimates will be prepared.

3.1B Data/Electrical Drawings:

Hatch will similarly prepare an engineering package for the Orange Line consisting of typical drawings and specifications for installing and connecting the new signs to the power and network connections at each station. Signs with similar power and network connections will reference typical drawings and specifications. The packages will also

include the requirements for pre and post installation testing to verify the proper installation, functionality, and network connectivity of each sign.

3.2 Final Design:

MTS will review the preliminary PS&E and provide comments. Psomas will respond to comments and provide updated PS&E.

III. PERIOD OF PERFORMANCE

12 Months from Phase 1 NTP – See Schedule in Section V

IV. DELIVERABLES

List required deliverables, format and number of copies (be specific as necessary).

- Field memo
- Plans (Preliminary and Final)
- Specifications (Preliminary and Final)
- Cost Estimates (Preliminary and Final)
- Structural Calculations
- QA/QC Documentation

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Orange Line	NTP + 6 months
Blue Line	NTP + 9 months
Green Line	NTP + 12 months

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
Orange, Blue and Green Line Site Recon	NTP + 3 months
Orange Line PS&E	NTP + 6 months
Blue Line PS&E	NTP + 9 months
Green Line PS&E	NTP + 12 months

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

- As-Built Plans
- Technical specifications of new GDS signs including all network and power requirements
- MTS representative participation in field reconnaissance including necessary equipment needed to access signs and cabinets.
- Table of all IP addresses to be configured for the new signs.

VII. SPECIAL CONDITIONS

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

Not Applicable.

VIII. MTS ACCEPTANCE OF SERVICES:

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractors and/or Contractors subcontractors negligence and thus not 100% complete by MTS' Project Manager, Contractor shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Contractor shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

IX. DEFICIENT WORK PRODUCT

Throughout the construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient (i.e., not meeting the professional standard of care) and the deficiency delays any portion of the project, Contractor shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Revising provided documents,

At no time will MTS be required to correct any portion of the Contractors deficient work product and shall bear no costs or burden associated with Contractors deficient performance and/or work product.

X. DELIVERABLE REQUIREMENTS

Contractor will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality reasonably acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Contractor to any third party.

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS.

Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS.

Contractor shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

XI. PRICING

Except where otherwise noted herein, pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

XII. ADDITIONAL INFORMATION

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

Assumptions

- Existing sign supports will be reused and not require replacement in-kind.
- Existing sign supports will be able to support the replacement signs without additional strengthening or replacement.
- There are up to 4 different sign support configurations requiring analysis.
- There are four signs per station.
- New VMS signs will replace the existing at the same mounting locations. Any changes or improvements such as sign relocation or addition of new signs are assumed not required at this time.
- An active Ethernet connection with a Cat 5e/6 cable is present at every VMS sign location.
- Each present VMS is fed with a 120 volt/20-amp circuit.
- An MTS representative will participate in the site survey of all 52 stations to provide access to signs, handholes, cabinets, network switches, media converters, etc. MTS representative will supply any needed equipment for access.
- Site survey will take no more than two weeks to complete and will take place over consecutive working days for all stations and all lines.
- Any head end systems and/or components that communicate with the signs are assumed to be fully functional and compatible with the new signs. No designs or specifications will be associated with the head end, networks, back office, fiber infrastructure, software, cyber, or other element beyond the power and Ethernet connection at the signs.
MTS will perform all head end and back-office configurations needed to accommodate the new signs.

Exclusions

- Bidding and Construction Support
- Preparation of Bid package and Terms and Conditions documents for the installation Contractor

XIII. PREVAILING WAGE

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

**ATTACHMENT B1,
NEGOTIATED FEE PROPOSAL, PHASE 1**

DRAFT

Work Order Estimate Summary

Att.A, AI 8, 07/27/23

MTS Doc. No. PWG355.0-22

Work Order No. WOA355-AE-17

Attachment: B

Work Order Title: VMS POLE VERIFICATIONS - Ph 1 Site Recon and Orange Line PS&E

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	28.0	5,474.2
2		Site Reconnaissance	602.0	145,859.3
3		Engineering Packages	487.0	97,073.9
4				
5				
6				
7				
8				
9				
10				
11				

Totals = 1,117.0 \$248,407.38

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	358.0	\$69,424.34
				Hatch Associates Consultants, Inc.	759.0	\$178,983.04

Totals = 1,117.0 \$248,407.38

Work Order Estimate
Summary

Att.A, AI 8, 07/27/23

Total Hours =

358

Total Costs =

\$69,424.34

Consultant/Subconsultant:

Psomas

MTS Doc. No.:

PWG355.0-22

Work Order No.:

WOA355-AE-17

Work Order Title:

VMS POLE VERIFICATIONS - Ph 1 Site Recon and Orange Line PS&E

Attachment:

B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Technical Expert	Engineer - Principal	Task Manager	Engineer - 3	Contract Manager	Planner - Senior	Engineer - 2	Archaeologi st - Senior	CADD - Senior	Admin - 3	Total Hours	Totals
				\$ 282.57	\$ 248.20	\$ 219.98	\$ 197.27	\$ 177.92	\$ 156.74	\$ 151.35	\$ 141.50	\$ 131.84	\$ 105.77		
1	Task 1	Project Management and Coordination													
	1.1	invoicing, scheduling, monthly progress reports				6							6	12	\$1,954.50
	1.2	Coordination with MTS and Meetings				10								10	\$2,199.80
	1.3	QA/QC				6								6	\$1,319.88
Subtotals (Hours) =			N/A			22							6	28	\$5,474.18
Subtotals (Costs) =						\$4,839.56							\$634.62	28	\$5,474.18
2	Task 2	Site Reconnaissance													
		Review As-Built, Create Field Forms					24							24	\$4,734.48
		Field Work					40							40	\$7,890.80
		Field Reporting, Support Dead and Wind Analysis			12		104							116	\$23,494.48
					12		168							180	\$36,119.76
Subtotals (Hours) =			N/A		12		168							180	\$36,119.76
Subtotals (Costs) =					\$2,978.40		\$33,141.36							180	\$36,119.76
3	Task 3	Engineering Packages													
	Orange Line														
		General Sheets				16						16		32	\$5,629.12
		Prelim Structural Support Drawings			4		24			16				44	\$8,148.88
		Prelim Structural Specs and Estimates			4		8			4				16	\$3,176.36
		Final Structural PS&E			4		24			16				44	\$8,148.88
		Compile submittals to MTS				10						4		14	\$2,727.16
Subtotals (Hours) =			N/A		12	26	56			36		20		150	\$27,830.40
					\$2,978.40	\$5,719.48	\$11,047.12			\$5,448.60		\$2,636.80		150	\$27,830.40
Totals (Summary) =														358	\$69,424.34
Total (Hours) =			N/A		24	48	224			36		20	6	358	
Total (Costs) =					\$5,956.80	\$10,559.04	\$44,188.48			\$5,448.60		\$2,636.80	\$634.62		\$69,424.34
Percentage of Total (Hours) =			N/A		7%	13%				10%		6%	0.01675978	37%	
Percentage of Total (Costs) =					9%	15%				8%		4%	0.00914117		35%

Work Order Estimate
Summary

Att.A, AI 8, 07/27/23

Total Hours =			Consultant/Subconsultant: Hatch Associates Consultants, Inc.										MTS Doc. No.: PWG355.0-22				
Total Costs =			Work Order Title: VMS Pole Verifications - Ph 1 Site Recon and Orange Line PS&E										Work Order No.: WOA355-AE-17				
			Attachment: B														
Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mike Tagaras Planner - Senior	Matt Wolff Technician - Senior	Robert Dudley Technician - Senior	Geraldo Reyes Technician - Senior	Dan Gurgel Planner - 3	Alec Huynh Technician - 3	Margaret Burnett Technician - Senior	TBD	TBD		Total Hours	Totals	Percent of Total	
				\$ 371.50	\$ 260.05	\$ 260.05	\$ 260.05	\$ 181.32	\$ 167.06	\$ 260.05	\$ -	\$ -	\$ -			Hours	Costs
2	Task 2	Meetings / Site Survey															
	Meetings		\$6,623.00		24	24		18						66	\$22,369.16		
	Site Survey Plan (Internal)				16	16	8		8					48	\$11,738.48		
	Railway Worker Protection Training					2	2							4	\$1,040.20		
	Site Survey					80	80							160	\$41,608.00		
	Site Survey Report				16	16	32		32					96	\$21,989.12		
	QC Site Survey Report				8	8	16		16					48	\$10,994.56		
	Subtotals (Hours) =		N/A		64	146	138	18	56					422	\$109,739.52		
	Subtotals (Costs) =		\$6,623.00		\$16,643.20	\$37,967.30	\$35,886.90	\$3,263.76	\$9,355.36					422	\$109,739.52	56%	61%
3	Task 3	Engineering Packages															
	Orange Line Drawings				24	24		48	48					144	\$29,204.64		
	QC Orange Line Drawings				8	8		12	12					40	\$8,341.36		
	Orange Line Specifications				12	12			60	12				96	\$19,385.40		
	Orange Line QC Specifications				6	6			9					21	\$4,624.14		
	Orange Line Installation and Network Connectivity Tests				6	6			12					24	\$5,125.32		
	Orange Line QC Tests				3	3			6					12	\$2,562.66		
	Subtotals (Hours) =		N/A		59	59		60	147	12				337	\$69,243.52		
	Subtotals (Costs) =				\$15,342.95	\$15,342.95		\$10,879.20	\$24,557.82	\$3,120.60				337	\$69,243.52	44.4%	38.7%
	Totals (Summary) =													759	\$178,983.04		
	Total (Hours) =	N/A			123	205	138	78	203	12				759			
	Total (Costs) =	\$6,623.00			\$31,986.15	\$53,310.25	\$35,886.90	\$14,142.96	\$33,913.18	\$3,120.60					\$178,983.04		
	Percentage of Total (Hours) =	N/A			16%	27%		10%	27%	2%				82%			
	Percentage of Total (Costs) =	4%			18%	30%		8%	19%	2%					80%		

Work Order Estimate Summary

Att.A, AI 8, 07/27/23

Consultant/ Subconsultant: **Hatch Associates Consultants, Inc.**

Contract No: **PWG355.0-22**

Task Order No. **WOA355-AE-17**

Work Order Title: **VMS Pole Verifications - Ph 1 Site Recon and Orange Line PS&E**

Attachment: **B**

TASKS/WBS (1-5)													
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Travel - Mileage	1.0	\$0.655	1,000	\$655.00								
2	Hotel	1.0	\$217.20	20	\$4,344.00								
3	Per Diem - Meals (1st/Last Day)	1.0	\$55.00	8	\$440.00								
4	Per Diem - Meals	1.0	\$74.00	16	\$1,184.00								
5													
6													
7													
8													
9													
10													
Subtotal =					\$6,623.00	Subtotal =			Subtotal =			Subtotal =	

		TASKS/WBS (6-10)															
ODC Item	Description											Totals					
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total				
1	Travel - Mileage											1,000	\$655.00				
2	Hotel											20	\$4,344.00				
3	Per Diem - Meals (1st/Last Day)											8	\$440.00				
4	Per Diem - Meals											16	\$1,184.00				
5																	
6																	
7																	
8																	
9																	
10																	
Subtotal =				Subtotal =				Subtotal =				Subtotal =				Totals =	\$6,623.00

**ATTACHMENT A2
SCOPE OF SERVICES, PHASE 2**

DRAFT

**TITLE: VMS SIGN INSTALLATIONS – Phase 2 Blue WOA NO.: WOA355-AE-17
and Green Line PS&E**

I. PROJECT DESCRIPTION

Due to TIRCP grant funding allocated for Orange Line variable message sign (VMS) replacement, MTS is interested in retaining a consultant team to field verify the existing conditions of the VMS sign supports, and the power and network connections at the Orange, Blue, and Green Line trolley stations. MTS is in the process of selecting new VMS units (GDS) to replace the existing Daktronics trolley signage throughout the 52 Stations along the Orange, Blue and Green MTS Trolley lines. The consultant team will then prepare drawings and technical specifications for structural, power and network improvements needed along each line to accommodate the new signage.

II. SCOPE OF WORK

The scope of work shall consist of the tasks and deliverables described below. The goal of the project is to review the proposed GDS units; perform on-site review of the existing sign supports, power and network connections; and provide plans, technical specifications, and estimates for the attachment and integration of GDS units to the existing sign supports and information network.

The Project will be completed in two Phases:

The Orange line will be completed as part of Phase 1, with PS&E submitted for approval along with the grant funding. See the timeline listed below.

PS&E for the Blue and Green Lines will follow shortly after as part of Phase 2. However, field review will be concurrent with the Orange line. The Mid-Coast line is not included in this proposal.

Psomas will provide the following services as part of Phase 2:

Task 1 – Project Management and Coordination

- 1.1 Provide project management services including the requirements for invoicing, scheduling, monthly project progress reports, and administration of the Consultant's team.
- 1.2 Provide project coordination with MTS as well as coordination with other project stakeholders as necessary.
- 1.3 Also included in Project Management is QA/QC which will be performed on all deliverables. To ensure quality of work and compliance with the scope of work, the consultant shall perform a systematic in-house review of all documents produced prior to submittal. All reviewed documents will have a check box or signature page indicating review has been performed.

Task 2 – Plans, Specifications and Estimates

- 3.1 Preliminary Design:
Psomas will prepare plans, technical specifications, and estimates, in two separate packages, for the Blue and Green Line sign improvements.
- 3.1A Structural Drawings:

The plan set for each line is expected to include the following:

- Cover sheet
- Notes, Index, Standards
- Route Map/Site Plan/Table of Support Types
- Support Type 1 (Plan, Elevation, Section)
- Support Type 2 (Plan, Elevation, Section)
- Structural Connection Details

Psomas will create technical project special provisions based on a template file provided by MTS. The specifications will include staging of the installations, structural connection, and painting.

Items of work and construction cost estimates will be prepared.

3.1B Data/Electrical Drawings:

Hatch will similarly prepare two engineering packages, one each for the Blue and Green Lines, consisting of typical drawings and specifications for installing and connecting the new signs to the power and network connections at each station. Signs with similar power and network connections will reference typical drawings and specifications. The packages will also include the requirements for pre and post installation testing to verify the proper installation, functionality, and network connectivity of each sign.

3.2 Final Design:

MTS will review the preliminary PS&E and provide comments. Psomas will respond to comments and provide updated PS&E.

III. PERIOD OF PERFORMANCE

12 Months from Phase 1 NTP – See Schedule in Section V

IV. DELIVERABLES

List required deliverables, format and number of copies (be specific as necessary).

- Plans (Preliminary and Final)
- Specifications (Preliminary and Final)
- Cost Estimates (Preliminary and Final)
- Structural Calculations
- QA/QC Documentation

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Task	Begin/End Dates
Orange Line	NTP + 6 months
Blue Line	NTP + 9 months
Green Line	NTP + 12 months

B. Milestones/Deliverables Schedule

Milestone/Deliverable	Due Date
------------------------------	-----------------

Orange, Blue and Green Line Site Recon	NTP + 3 months
Orange Line PS&E	NTP + 6 months
Blue Line PS&E	NTP + 9 months
Green Line PS&E	NTP + 12 months

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

- As-Built Plans
- Technical specifications of new GDS signs including all network and power requirements
- MTS representative participation in field reconnaissance including necessary equipment needed to access signs and cabinets.
- Table of all IP addresses to be configured for the new signs.

VII. SPECIAL CONDITIONS

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

Not Applicable.

VIII. MTS ACCEPTANCE OF SERVICES:

Contractor shall not be compensated at any time for unauthorized work outside of this Work Order. Contractor shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Contractor provides final service(s) or final work product(s) which are found to be unacceptable due to Contractors and/or Contractors subcontractors negligence and thus not 100% complete by MTS' Project Manager, Contractor shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Contractor shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

IX. DEFICIENT WORK PRODUCT

Throughout the construction management and/or implementation phases associated with the services rendered by the Contractor, if MTS finds any work product provided by Contractor to be deficient (i.e., not meeting the professional standard of care) and the deficiency delays any portion of the project, Contractor shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Revising provided documents,

At no time will MTS be required to correct any portion of the Contractors deficient work product and shall bear no costs or burden associated with Contractors deficient performance and/or work product.

X. DELIVERABLE REQUIREMENTS

Contractor will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality reasonably acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Contractor to any third party.

Contractor shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Contractor's work control, when and as requested by MTS.

Contractor's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Contractor shall maintain backup copies of all data conveyed to MTS.

Contractor shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

XI. PRICING

Except where otherwise noted herein, pricing shall be firm and fixed for the duration of the Work Order and any subsequent Change Orders/Amendments to the Work Order. There shall be no escalation of rates or fees allowed.

XII. ADDITIONAL INFORMATION

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

Assumptions

- Existing sign supports will be reused and not require replacement in-kind.
 - Existing sign supports will be able to support the replacement signs without additional strengthening or replacement.
 - There are up to 4 different sign support configurations requiring analysis.
 - There are four signs per station.
 - New VMS signs will replace the existing at the same mounting locations. Any changes or improvements such as sign relocation or addition of new signs are assumed not required at this time.
 - An active Ethernet connection with a Cat 5e/6 cable is present at every VMS sign location.
 - Each present VMS is fed with a 120 volt/20-amp circuit.
 - Any head end systems and/or components that communicate with the signs are assumed to be fully functional and compatible with the new signs. No designs or specifications will be associated with the head end, networks, back office, fiber infrastructure, software, cyber, or other element beyond the power and Ethernet connection at the signs.
- MTS will perform all head end and back-office configurations needed to accommodate the new signs.

Exclusions

- Bidding and Construction Support
- Preparation of Bid package and Terms and Conditions documents for the installation Contractor

XIII. PREVAILING WAGE

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

DRAFT

**ATTACHMENT B2,
NEGOTIATED FEE PROPOSAL, PHASE 2**

DRAFT

Work Order Estimate Summary

Att.A, AI 8, 07/27/23

MTS Doc. No. PWG355.0-22

Work Order No. WOA355-AE-17

Attachment: B

Work Order Title: VMS POLE VERIFICATIONS - Ph 2 Green and Blue Lines
PS&E

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1			
2			

Totals =

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1		Project Management and Coordination	76.0	15,985.5
2		Engineering Packages	743.0	145,685.8
3				
4				
5				
6				
7				
8				
9				
10				
11				

Totals = 819.0 \$161,671.30

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
				Psomas	378.0	\$70,764.74
				Hatch Associates Consultants, Inc.	441.0	\$90,906.56

Totals = 819.0 \$161,671.30

Work Order Estimate Summary

Att.A, Al 8, 07/27/23

Consultant/Subconsultant:

Psomas

MTS Doc. No.:

PWG355.0-22

Work Order No.:

VOA355-AE-17

Work Order Title:

VMS POLE VERIFICATIONS - Ph 2 Geen and Blue Lines PS&E

Attachment:

3

Total Hours =

378

Total Costs =

\$70,764.74

			ODCs (See Attachment)	Technical Expert	Engineer - Principal	Task Manager	Engineer - 3	Contract Manager	Planner - Senior	Engineer - 2	Archaeologi st - Senior	CADD - Senior	Admin - 3	Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description		\$ 282.57	\$ 248.20	\$ 219.98	\$ 197.27	\$ 177.92	\$ 156.74	\$ 151.35	\$ 141.50	\$ 131.84	\$ 105.77		
1	Task 1	Project Management and Coordination													
	1.1	invoicing, scheduling, monthly progress reports				14							10	24	\$4,137.42
	1.2	Coordination with MTS and Meetings				20								20	\$4,399.60
	1.3	QA/QC				10								10	\$2,199.80
Subtotals (Hours) =			N/A			44							10	54	\$10,736.82
Subtotals (Costs) =						\$9,679.12						\$1,057.70	54	\$10,736.82	
2	Task 2	Engineering Packages													
	Blue Line														
	General Sheets					16						16		32	\$5,629.12
	Prelim Structural Support Drawings				4	32				20				56	\$10,332.44
	Prelim Structural Specs and Estimates				4	8				4				16	\$3,176.36
	Final Structural PS&E				4	24				16					
	Compile submittals to MTS					10						4			
	Green Line														
	General Sheets					16						16			
	Prelim Structural Support Drawings				4	32				20					
	Prelim Structural Specs and Estimates				4	8				4					
	Final Structural PS&E				4	24				16				44	\$8,148.88
	Compile submittals to MTS					10						4		14	\$2,727.16
	Subtotals (Hours) =			N/A	24	52	128			80		40		162	\$30,013.96
	Subtotals (Costs) =				\$5,956.80	\$11,438.96	\$25,250.56			\$12,108.00		\$5,273.60		324	\$60,027.92
Subtotals (Hours) =			N/A												
Totals (Summary) =														378	\$70,764.74
Total (Hours) =			N/A	24	96	128			80		40	10	216		
Total (Costs) =				\$5,956.80	\$21,118.08	\$25,250.56			\$12,108.00		\$5,273.60	\$1,057.70		\$40,750.78	
Percentage of Total (Hours) =			N/A	6%	25%				21%		11%	0.02645503	66%		
Percentage of Total (Costs) =				8%	30%				17%		7%	0.01494671		63%	

Work Order Estimate Summary

Att.A, Al 8, 07/27/23

Total Hours =

441

Total Costs =

\$90,906.56

Consultant/Subconsultant: **Hatch Associates Consultants, Inc.**

MTS Doc. No.: PWG355.0-22

Work Order No.: **WOA355-AE-1**

Attachment: E

Work Order Title: **VMS POLE VERIFICATIONS - Ph 2 Green and Blue Lines PS&E**

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mike Tagaras Planner - Senior	Matt Wolff Technician - Senior	Robert Dudley Technician - Senior	Geraldo Reyes Technician - Senior	Dan Gurgel Planner - 3	Alec Huynh Technician - 3	Margaret Burnett Technician - Senior	TBD	TBD		Total Hours	Totals	Percent of Total	
				\$ 371.50	\$ 260.05	\$ 260.05	\$ 260.05	\$ 181.32	\$ 167.06	\$ 260.05	\$ -	\$ -	\$ -			Hours	Costs
1	Task 1	Project Management and Coordination															
	Meetings			8	8			6						22	\$5,248.72		
Subtotals (Hours) =			N/A	8	8		6						22	\$5,248.72			
Subtotals (Costs) =				\$2,080.40	\$2,080.40		\$1,087.92						22	\$5,248.72		5%	6%
2	Task 2	Engineering Packages															
	Blue Line			24	24			48	48					144	\$29,204.64		
	QC Blue Line			8	8			12	12					40	\$8,341.36		
	Green Line			24	24			48	48					144	\$29,204.64		
	QC Green Line			8	8			12	12					40	\$8,341.36		
	Specifications			4	4				20	4				32	\$6,461.80		
	QC Specifications			2	2				3					7	\$1,541.38		
	Installation and			2	2				4					8	\$1,708.44		
	QC Tests			1	1				2					4	\$854.22		
Subtotals (Hours) =			N/A	73	73		120	149	4				419	\$85,657.84			
Subtotals (Costs) =				\$18,983.65	\$18,983.65		\$21,758.40	\$24,891.94	\$1,040.20				419	\$85,657.84		95.0%	94.2%
Totals (Summary) =													441	\$90,906.56			
Total (Hours) =			N/A	81	81		126	149	4				441				
Total (Costs) =				\$21,064.05	\$21,064.05		\$22,846.32	\$24,891.94	\$1,040.20					\$90,906.56			
Percentage of Total (Hours) =			N/A	18%	18%		29%	34%	1%				100%				
Percentage of Total (Costs) =				23%	23%		25%	27%	1%					100%			



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 9

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

July 27, 2023

SUBJECT:

J Street Corrugated Metal Pipe Emergency Repair – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-16 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$146,929.97 for the repair of the corrugated metal pipe located at J Street along the Blue Line right-of-way.

Budget Impact

The total cost for this work order is estimated to be \$146,929.97. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$2,865.13. This project is funded by Operating Budget 370016-571142 Track.

DISCUSSION:

Along the railroad right of way, corrugate metal pipe is installed to move water from the curb and gutter away from the MTS right of way to protect the track infrastructure. MTS staff has identified that the corrugated metal pipe located under the Blue Line right of way at J Street in Chula Vista has cracked and the gaps in the pipe are causing sinkholes. The pipe needs to be repaired to stop the sinkholes and ensure track stability. The repairs will include relining the pipe, removing and cleaning the debris, forming new head wall, and grouting the existing pipe invert to reduce voids and further failure.

Today's proposed action would issue a work order to ABCGC under their JOC General Civil Construction master agreement to provide all materials, labor, and equipment for the J Street corrugated metal pipe repair. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed within 60 days of issuance of the notice to proceed. ABCGC will be utilizing Downstream Services, Inc., a Small Business (SB), as a subcontractor for this work order.



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

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

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

Three (3) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On June 13, 2019 (AI 12), the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWG347.0-22 with ABCGC for Civil Construction Services. Today's work order would be issued under this master agreement.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-16 under JOC to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$146,929.97 for the Blue Line J Street corrugated metal pipe repair.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order MTSJOC347-16



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG347.0-22
CONTRACT NUMBER

MTSJOC347-16
WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____ 2023, 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: 619.937.1010

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG347.0-22), 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 \$146,929.97

<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)

DETAILED SCOPE OF WORK

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

This work consists of **J STREET – 48” Corrugated Metal Pipe Repair**.

I. SCOPE OF WORK - The contractor shall:

- Repair of 48” Corrugated Metal Pipe – using CIPP or recommended solution.
- Protect the work area until re-lining has sufficiently cured.

II. SUBMITTALS:

- CIPP or approved equal.

III. STAGING:

- It is the Contractor's responsibility to keep and store all materials and equipment within the work area as possible. Any further staging would have to be coordinated with the MTS Project Manager. 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.

IV. TEMP FACILITIES:

- Contractor is responsible for temp power and water if there is not a close or local source.

V. SAFETY AND ACCESS:

- All work will occur within the work hours, and so caution must be taken around. Cover protection for construction might require.

VI. 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.

VII. SCHEDULE:

- All work shall be completed as soon as possible within 60 calendar days from issuance of NTP.



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 6/28/2023

Job Order Contracting

To:

From:

Contract No: PWG347.0-22
Job Order No: MTSJOC347-16
Job Order Title: J St CMP - Emergency Repair
Location: Blue Line ROW
1255 Imperial Ave
San Diego, CA 92101

Brief Scope of Work:

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

DETAILED SCOPE OF WORK

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

This work consists of **J STREET - 48" Corrugated Metal Pipe Repair**.

1. **SCOPE OF WORK - The contractor shall:**

- Repair of 48" Corrugated Metal Pipe - using CIPP or recommended solution.
- Protect the work area until re-lining has sufficiently cured.

-

1. **SUBMITTALS:**

- CIPP or approved equal.

1. **STAGING:**

- It is the Contractor's responsibility to keep and store all materials and equipment within the work area as possible. Any further staging would have to be coordinated with the MTS Project Manager. 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.

-

1. **TEMP FACILITIES:**

- Contractor is responsible for temp power and water if there is not a close or local source.

1. **SAFETY AND ACCESS:**

- All work will occur within the work hours, and so caution must be taken around. Cover protection for construction might require.

1. **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.

-

1. **SCHEDULE:**

- All work shall be completed as soon as possible within 60 calendar days from issuance of NTP.

Norman Marmolejo, Project Manager

Date

EXHIBIT B (Cost Breakdown)

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$20,090.53	\$0.00	\$0.00	\$20,090.53
03	Concrete	\$7,690.11	\$0.00	\$0.00	\$7,690.11
33	Utilities	\$119,149.33	\$0.00	\$0.00	\$119,149.33
Line Count: 25			Proposal Total:		\$146,929.97

The Percentage of Non Pre-Priced on this Proposal: 0.0%

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

01 General Requirements								\$20,090.53
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012216000004	Reimbursable Fees	Installation	1,256.00	\$1.00	EA	1.0890	\$1,367.78
Accepted		History:	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

User Note: MTS class fee 8 guys x 157 each

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

Total:								\$1,367.78
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2	012220000027	Laborer	Installation	32.00	\$74.04	HR	1.0890	\$2,580.15
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed.

Contractor Comments: V:1.3-Remains in scope

User Note: Laborer time to remove and reinstall chain-link fence after lining for access; 2 men 1 day each way

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

Total:								\$2,580.15
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3	012220000027	Laborer	Installation	64.00	\$74.04	HR	1.0890	\$5,160.29
Accepted		History:	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				

User Note: MTS Class; 8 men for 8 hours

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

Total:								\$5,160.29
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4	012223000698	100.0 KW, 60 Hertz Towable Diesel Powered Generator Set	Installation	1.00	\$1,072.12	WK	1.0890	\$1,167.54
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				

Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM

Contractor Comments: V:1.3-Remains in scope

User Note: Need power at work location

Item Note: Fuel consumption: 100% load - 7.4 gallons per hour, 75% load - 5.8 gallons per hour, 50% load - 4.1 gallons per hour.

Total:								\$1,167.54
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Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

5	012223001301	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full- Time Truck Driver	Installation	1.00	\$3,593.11	WK	1.0890	\$3,912.90
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: Onsite tool truck						
		Item Note:						
							Total:	\$3,912.90
6	012223001342	2,000 Gallon Water Truck With Full-Time Driver	Installation	1.00	\$4,049.48	WK	1.0890	\$4,409.88
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: Need water at work location						
		Item Note:						
							Total:	\$4,409.88
7	017419000016	40 CY Dumpster (5 Ton) "Construction Debris"	Installation	1.00	\$814.98	EA	1.0890	\$887.51
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: Debris containment and haul off						
		Item Note: Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						
							Total:	\$887.51
8	017419000021	Rampless Concrete Washout Bin	Installation	1.00	\$555.08	MO	1.0890	\$604.48
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
		User Note: BMP's - Concrete washout						
		Item Note: Includes delivery.						
							Total:	\$604.48
03 Concrete								\$7,690.11

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
9	031113000011	>12" High Slab Edge and Block-Out Wood Formwork	Installation	72.00	\$9.12	SF	1.0890	\$715.08
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM								
Contractor Comments: V:1.3-Remains in scope								
		User Note:	Forming new head wall for new liner Estimated - 6x6 at each each					
		Item Note:						
							Total:	\$715.08
10	031113000011	For <1,000, Add	MOD: 0005 Installation	72.00	\$1.73	SF	1.0890	\$135.65
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted						
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
							Total:	\$135.65
11	033716000010	35 CY/HR, 66 HP Trailer Mounted Concrete Pump	Installation	8.00	\$97.56	HR	1.0890	\$849.94
Accepted		History:	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
		User Note:	Pump for Headwall work. 1 day					
		Item Note:	Includes hoses					
							Total:	\$849.94

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

12	036423000002	Pressure Injected Epoxy Grout	Installation	22.00	\$1,140.04	CF	1.0890	\$27,313.08
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	CF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM								

User Note: 1) Grouting the existing pipe invert, any voids or failures before lining as needed; Estimated 2 CF per LF (126CF)
2) Two new Head walls; Estimated at 6x6x6" x 2 sides (36CF)
Total: 162CF

Item Note:

								Total:	\$27,313.08
13	036423000002	For >4, Deduct	MOD: 0171	Installation	162.00	-\$120.87	CF	1.0890	-\$21,323.64
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted							
Includes Labor No Includes Equipment No Includes Materials Yes									

								Total:	-\$21,323.64
33 Utilities									\$119,149.33

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
14	330110710003	Initial Set Up And Final Equipment Removal For Relining Underground Water Pipelines	Installation	1.00	\$4,129.00	EA	1.0890	\$4,496.48
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials No								
Owner Comments: V:1.2-What's the purpose for this item? If we already have the item 33 01 30 72-00006.								
Contractor Comments: V:1.3-Remains in scope								

							Total:	\$4,496.48
15	330130110005	Initial Set Up For "Crawler" Video Camera Inspection, >30" Diameter Pipe Or Culvert	Installation	2.00	\$2,166.27	EA	1.0890	\$4,718.14
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes			Includes Equipment Yes	Includes Materials No				
Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM								
Contractor Comments: V:1.3-Remains in scope								

User Note: Lining crew will Camera before and after lining and provide a report with any warranty

Item Note:

								Total:	\$4,718.14
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

16	330130110014	>42" To 60" Diameter Pipe Installation	63.00	\$7.63	LF	1.0890	\$523.47
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	LF	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No					
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM					
		Contractor Comments: V:1.3-Remains in scope					
Total:							\$523.47
17	330130110032	>42" To 60" Diameter Pipe Inspection, Planning/Analysis Phase	1.00	\$8.06	LF	1.0890	\$8.78
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	LF	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No					
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM					
		Contractor Comments: V:1.3-Remains in scope					
Total:							\$8.78
18	330130410027	Initial Set Up And Final Equipment Removal For Mechanical Cleaning	1.00	\$1,012.63	EA	1.0890	\$1,102.75
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No					
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM					
		Contractor Comments: V:1.3-Remains in scope					
		User Note: Cleaning pipe out before repairs and lining					
		Item Note:					
Total:							\$1,102.75
19	330130410028	Move And Reset Up At Different Access/Location	1.00	\$337.55	EA	1.0890	\$367.59
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo: 0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No					
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM					
		Contractor Comments: V:1.3-Remains in scope					
Total:							\$367.59

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

20	330130410038	>42 To 60" Diameter Pipe Line Cleaning, Mechanical Method	Installation	63.00	\$27.91	LF	1.0890	\$1,914.82
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials Yes						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$1,914.82
21	330130720005	Initial Set Up And Final Equipment Removal For Relining >24" To 48" Underground Pipelines Cured In-Place Pipe (CIPP)	Installation	1.00	\$3,096.75	EA	1.0890	\$3,372.36
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$3,372.36
22	330130720006	Initial Set Up And Final Equipment Removal For Relining Underground Pipelines Cured In-Place Pipe (CIPP)	Installation	1.00	\$4,129.00	EA	1.0890	\$4,496.48
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$4,496.48
23	330130720014	Mixing Truck And Refrigeration For Relining >48" To 72" Underground Pipelines Cured In-Place Pipe (CIPP)	Installation	1.00	\$6,193.50	EA	1.0890	\$6,744.72
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Retained, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		Owner Comments: V:1.2-Changes of scope. Upload the latest version as discussed. - NM						
		Contractor Comments: V:1.3-Remains in scope						
							Total:	\$6,744.72

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$146,929.97

Approved Date: June 28, 2023

Job Order: MTSJOC347-16

Job Order Name: J St CMP - Emergency Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

24	330130720271	42mm Lining 48" Pipe With Resin Impregnated Cured In-Place Pipe (CIPP)	Installation	63.00	\$1,171.76	LF	1.0890	\$80,390.94
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.0890	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Owner Comments: V:1.2-Per Submittal Package, Vinylester Resin is for contaminated water from industries and waste water w/ high temperatures which is not applicable for our Project.

As discussed, please revised as necessary.

User Note: Pipe Linner

Item Note:

							Total:	\$80,390.94
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25	330130720271	For >50 To 100, Add	MOD: 0378	Installation	63.00	\$160.52	LF	1.0890	\$11,012.80
Accepted		History: 1.1 Added, 1.2 Removed, 1.3 Modified, 2.0 Accepted							
Includes Labor Yes Includes Equipment Yes Includes Materials Yes									

							Total:	\$11,012.80
							Proposal Total:	\$146,929.97
Div	The Percentage of Non Pre-Priced on this Proposal:							0.0%

* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C

(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 6/28/2023

Job Order Contracting

Contract #: PWG347.0-22
Job Order #: MTSJOC347-16
Job Order Title: J St CMP - Emergency Repair
Location: Blue Line ROW
Contractor: ABC General Inc.
Subcontractor: DOWNSTREAM SERVICES INC

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
DOWNSTREAM SERVICES INC 2855 Progress Pl, Escondido, CA 92029	807953	CIPP Liner		\$85,870.00	58.44%



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 10

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

July 27, 2023

SUBJECT:

Motorola Solutions, Inc. Radio System Maintenance Services – Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0759.0-23, a Sole Source agreement (in substantially the same format as Attachment A), with Motorola Solutions, Inc. (Motorola), for provision of Regional Transit Management System (RTMS) radio system maintenance services for a four (4) year period effective August 1, 2023, in the amount of \$1,185,954.08.

Budget Impact

The total cost of this contract is estimated to be \$1,185,954.08. MTS and the North County Transit District (NCTD) will share the costs of the support agreement through a Memorandum of Understanding (MOU), G0699.0-02. MTS's costs for the agreement will be funded by Operating Budget 661010-571250 Information Technology (IT). The shared costs are calculated based on the number of revenue vehicles operated annually. Under this formula, NCTD pays approximately 20% of the costs each year.

DISCUSSION:

RTMS is a sophisticated vehicle-tracking and communications system that provides performance and security/safety monitoring of transit vehicles. RTMS is currently being used to support operations of most MTS fixed-route bus services and NCTD fixed-route services.

RTMS includes the major components:

1. Radio system
2. Computer-Aided Dispatch Software
3. On-board vehicle hardware

The RTMS radio system includes Motorola hardware installed at nine (9) radio tower sites, base dispatching systems at four (4) sites, vehicle voice radios, and a core radio control system at the



Imperial Avenue Division. Motorola's software and equipment are proprietary and, as a result, Motorola software and equipment can only be repaired and maintained by Motorola.

Per MTS Board Policy No. 52, Procurement of Goods and Services, MTS is permitted to utilize a documented Sole Source procurement method when goods or services it needs are available from only one responsible and responsive source and no other goods or services will satisfy its requirements. Additionally, and in accordance with Federal Transit Administration (FTA) Circular 4220.1F, Chapter VI, Section 3i-1b – "Patent or Restricted Data Rights", MTS can engage in a sole source award to Motorola as patent and data rights exist for RTMS related software and on-board vehicle hardware support services.

The costs for the Support Agreement from August 1, 2023 to July 31, 2027 are as follows:

Service Description	Price
ASTRO System Essential Plus Package	\$705,086.46
System Upgrade	\$220,377.24
ASTRO Field Implementation	\$70,490.38
ASTRO Network Security Services	\$40,000.00
Two-Way Radio Repairs (as needed)	\$150,000.00
Contract Total	\$1,185,954.08

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. MTS Doc. No. B0759.0-23, a Sole Source agreement (in substantially the same format as Attachment A), with Motorola, for provision of RTMS radio system maintenance services for a four (4) year period effective August 1, 2023, in the amount of \$1,185,954.08.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. B0759.0-23
B. Scope of Work
C. Costs



Metropolitan Transit System

STANDARD AGREEMENT FOR

MTS DOC. NO. B0759.0-23

MOTOROLA SOLUTIONS, INC. HARDWARE/SOFTWARE SUPPORT AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2023 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: Motorola Solutions, Inc. Address: 500 W Monroe Street
Chicago, IL 60661
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: kevin.boland@conduent.com
 Telephone: (732) 277-5328
 Authorized person to sign contracts Kevin M. Boland VP, Portfolio Leader, US Transit
 Name Title

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

The contract term is for four (4) years effective August 1, 2023 to July 31, 2027.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,185,954.08 without the express written consent of MTS.

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





Proposal

Metropolitan Transit System

ASTRO 25 Essential Plus Statement of Work

June 21st, 2023

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Section 1

Essential Plus Services Statement of Work

1.1 Overview

Motorola Solutions' ASTRO® 25 Essential Plus Services (Essential Plus Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair w/ Advanced Replacement
- Security Update Service
- On-site Infrastructure Response
- Annual Preventative Maintenance

Each of these elements is summarized below and expanded upon in Section 1.3: Essential Plus Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 1.3: Essential Plus Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

1.2 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

1.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

1.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

1.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

1.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

1.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- **Remote Technical Support:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair:** Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **Security Update Service:** View available security updates. Access available security update downloads.
- **On-site Infrastructure Response:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance:** View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Orders and Contract Information:** View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

1.3 Essential Plus Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

1.3.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

1.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 1.4: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

1.3.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 1.4: Priority Level Definitions and Response Times.

1.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

1.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 1.4: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

1.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

1.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 1.4: Priority Level Definitions and Response Times..
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

1.3.2 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

1.3.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

1.3.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

1.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

1.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
 - Perform an operational check on infrastructure components to determine the nature of the problem.
 - Replace malfunctioning components.
 - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
 - Perform a box unit test on serviced infrastructure components.
 - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:

- When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third-party vendor for repair.
- When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 1.3.14.6: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

1.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.

- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

1.3.2.7 Repair Process

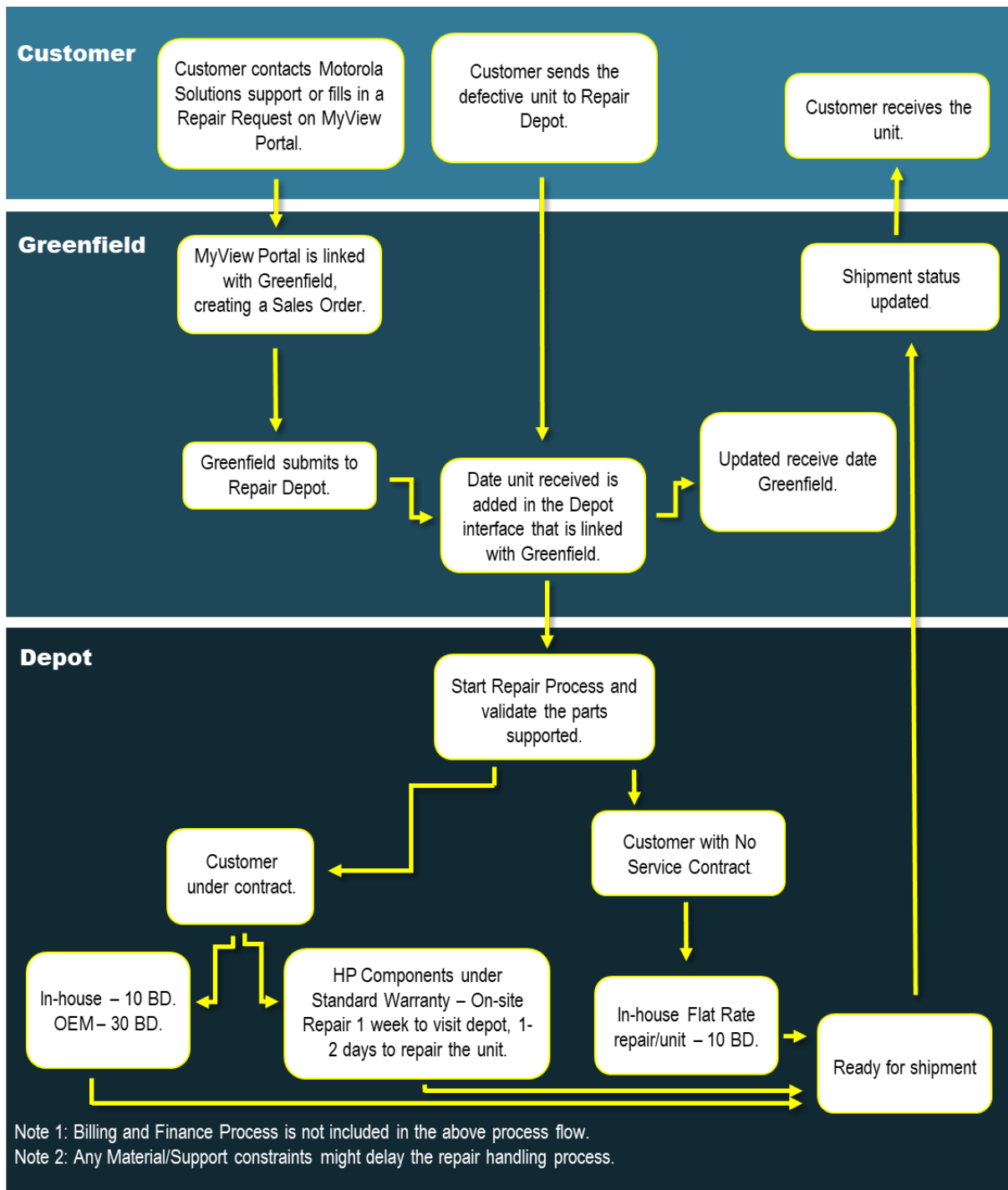


Figure 1-1: Repair Decision Process

1.3.2.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions.

When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (FRU) in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a "Loaner" FRU while their unit is being repaired. Refer to Figure 1-2: Advanced Replacement or Loaner Decision Process for details on the unit loan process.

1.3.2.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU's to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
 - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or NFO shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
 - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer's responsibility. Motorola Solutions will repair and return the Customer's component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 1-2: Advanced Replacement or Loaner Decision Process for the loaner process, and Table 1-1: Shipping Charges and Default Mail Service for shipping charge details.
- Provide repair return authorization (RA) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

1.3.2.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 1.3.14.8.1: On-site Delivery. See Table 1-1: Shipping Charges and Default Mail Service for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions' FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions' repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.

Replacement Process for Advanced Replacement

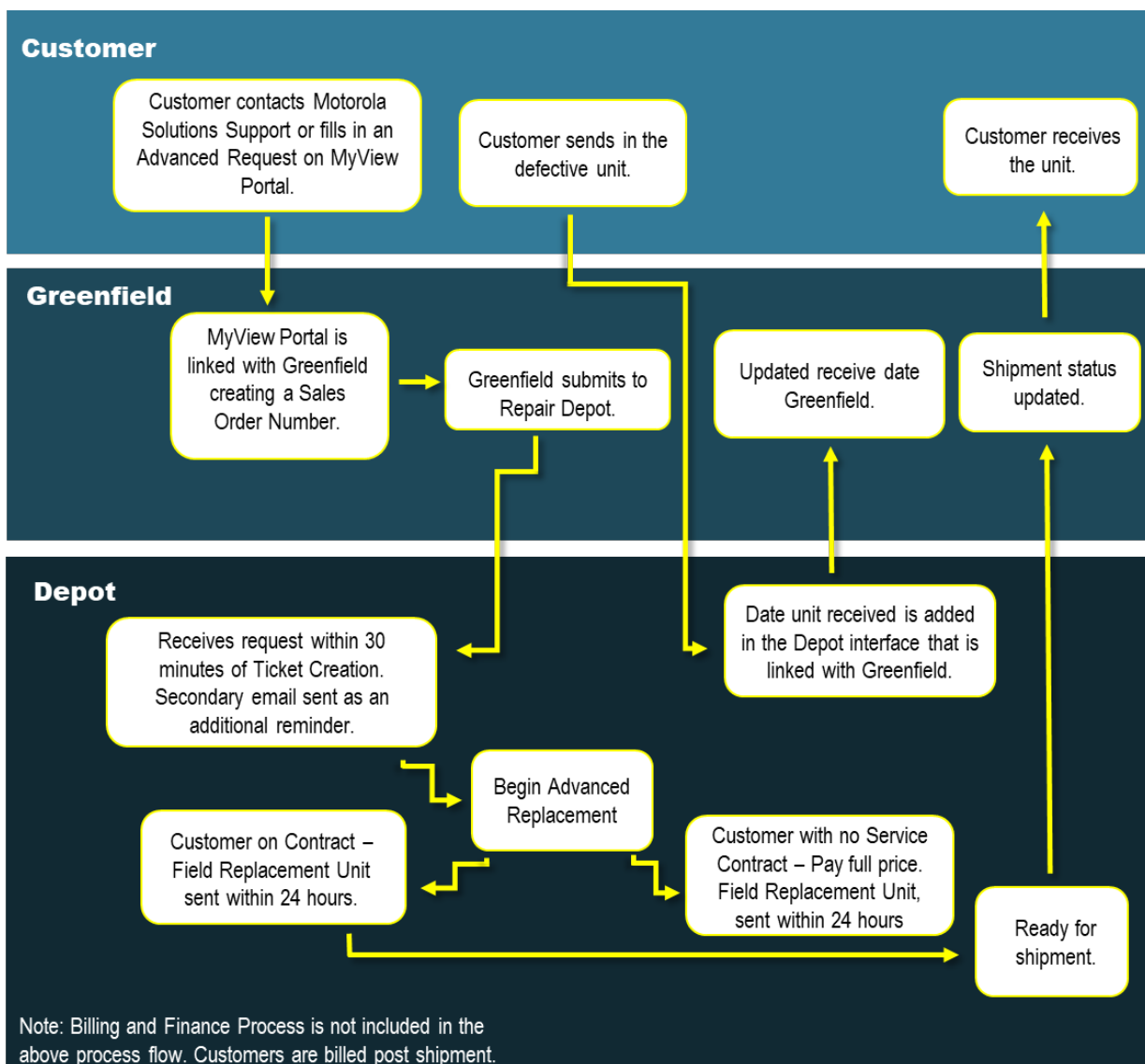


Figure 1-2: Advanced Replacement or Loaner Decision Process

Table 1-1: Shipping Charges and Default Mail Service

Services	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer

Services	Advanced Replacement Charges Responsibility
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

Motorola Solutions shipping carrier – FedEx.

1.3.3 Security Update Service (Replaced by separate document K Core Security Update Service)

1.3.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' CMSO organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

1.3.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.4: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

1.3.4.2 Scope

On-site Infrastructure Response is available in accordance with Section 1.4: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

1.3.4.3 Geographical Availability

On-site Infrastructure Response is available worldwide where Motorola Solutions servicers are present. Response times are based on the Customer's local time zone and site location.

1.3.4.4 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

1.3.4.5 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure components, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the CSP, verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (SCP):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

1.3.4.6 Limitations and Exclusions

The following items are excluded from this service:

- All Motorola Solutions infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.

- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.3.4.7 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

1.3.4.8 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions used to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-2: Standard Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
Low P4	<p>Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	Not applicable.

1.3.5 Annual Preventative Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

1.3.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

1.3.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

1.3.5.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in Table 1-9: Preventive Maintenance Level.

Table 1-3: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

1.3.5.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the CSP, comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
 - Perform the tasks defined in Section 1.3.20.7: Preventative Maintenance Tasks.
 - Perform the procedures defined in Section 1.3.20.8: Site Performance Evaluation Procedures for each site type on the system.

- Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
- As applicable, use the Method of Procedure (MOP) defined for each task.

1.3.5.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

1.3.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

1.3.5.7 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 1.3.20.3: Inclusions.

MASTER Site CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.

MASTER Site CHECKLIST – LEVEL 1	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.

MASTER Site CHECKLIST – LEVEL 1	
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

MASTER Site CHECKLIST – LEVEL 1	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.
PRIME SITE CHECKLIST – LEVEL 1	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.

PRIME SITE CHECKLIST – LEVEL 1	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.

DISPATCH SITE CHECKLIST – LEVEL 1	
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.

DISPATCH SITE CHECKLIST – LEVEL 1

Recall Audio	Verify that radio and telephone audio can be recalled.
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RF SITE CHECKLIST – LEVEL 1

RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO® 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 1.3.20.8: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST – LEVEL1

MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.

MOSCAD CHECKLIST – LEVEL1	
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
MOSCAD RTUs	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.

FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.

FACILITIES CHECKLIST – LEVEL 1	
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.

TOWER CHECKLIST – LEVEL 1	
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE	
Antennas	
Transmit Antenna Data	
Receive Antenna System Data	
Tower Top Amplifier Data	
FDMA Mode	
Base Radio Transmitter Tests	
Base Radio Receiver Tests	
Base Radio Transmit RFDS Tests	
Receive RFDS Tests with TTA (if applicable)	
Receive RFDS Tests without TTA (if applicable)	
TDMA Mode	
Base Radio TDMA Transmitter Tests	
Base Radio TDMA Receiver Tests	

TDMA Transmit RFDS Tests

TDMA Receive RFDS Tests with 432 Diversity TTA

TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)

TDMA Receive RFDS Tests without TTA (if applicable)

1.4 Priority Level Definitions and Response Times

Table 1-10: Priority Level Definitions and Response Times describes the criteria Motorola Solutions CMSO uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-4: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.</p>

Incident Priority	Incident Definition	Initial Response Time
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

COST SUMMARY

Service Description	Price
ASTRO System Essential Plus Package	\$705,086.46
System Upgrade	\$220,377.24
ASTRO Field Implementation	\$70,490.38
ASTRO Network Security Services	\$40,000.00
Sub-Total	\$1,035,954.08

Yearly Totals Breakdown:

<i>Year 1</i>	<i>\$250,478.22</i>
<i>Year 2</i>	<i>\$256,039.54</i>
<i>Year 3</i>	<i>\$261,768.09</i>
<i>Year 4</i>	<i>\$267,668.23</i>
<i>Total</i>	<i>\$1,035,954.08</i>

Service Description	Price
Two-Way Radio Repairs (as needed services)	\$150,000.00

Overall Contract Total	\$1,185,954.08
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500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Att.C, AI 10, 07/27/23
SERVICE AGREEMENT

Quote Number : QUOTE-2168308
Contract Number: USC000211218
Contract Modifier: RN01-AUG-2023

Date:05/17/2023

Company Name: METROPOLITAN TRANSIT SYSTEM
Attn:
Billing Address: 1255 IMPERIAL AVE STE 1000
City, State, Zip: SAN DIEGO , CA, 92101
Customer Contact: BRYAN KILLIAN
Phone: 619-595-3088

Required P.O. :

PO # :

Customer # :1011291044

Bill to Tag # :

Contract Start Date :01-Aug-2023

Contract End Date :31-Jul-2027

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$705,086.46
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$220,377.24
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$70,490.38
	SVC02SVC0009C	ASTRO NETWORK SECURITY SERVICES	\$40,000.00
		Subtotal - Recurring Services	\$1,035,954.08
		Subtotal - One-Time Event Services	\$0.00
		Total	\$1,035,954.08
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Yearly totals:

Year 1 \$250,478.22

Year 2 \$256,039.54

Year 3 \$261,768.09

Year 4 \$267,668.23

Essential Plus Package Includes: Technical Support, Infrastructure Hardware
Repair with Advanced Replacement, Security Update Service, Dispatch, On-site
Infrastructure Response Standard, Annual Preventive Maintenance



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

July 27, 2023

SUBJECT:

Blue Line Bridge Repair – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-08 under Job Order Contract (JOC) to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$149,887.28 for the repair of the bridges located at 8th Street and 18th Street along the Blue Line right-of-way.

Budget Impact

The total cost for this contract is estimated to be \$149,887.28. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.95% JOC software license fee in the amount of \$2,922.80. This project is funded by Operating Budget 370016-536300 Track.

DISCUSSION:

As required by federal law, at least once every calendar year, MTS conducts inspections of its railroad bridges. A recent inspection determined that repairs are necessary on the bridges located at 8th Street and 18th Street on the Blue Line in National City. The repairs include removing debris from wall cap voids, rust repairs, concrete spall repairs, removing and reinstalling guard rail posts, pressure washing and cleaning, and installation of bird netting where needed.

Today's proposed action would issue a work order to ABCGC under their JOC General Civil Construction master agreement with MTS to provide all materials, labor, and equipment for this Blue Line bridge repair. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed by October 2023. The C.E. Crist Inc., Harborside Construction, Inc., and Titan Steel will be used as subcontractors for this work order.



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

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

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

Three (3) bids were received and MTS determined that ABCGC was the lowest responsive and responsible bidder. On June 13, 2019 (AI 12), the MTS Board of Directors authorized the Chief Executive Officer to execute MTS Doc. No. PWG347.0-22 with ABCGC for Civil Construction Services. Today's work order would be issued under this master agreement.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-08 under JOC to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$149,887.28 for the Blue Line bridge repair.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order MTSJOC347-08



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG347.0-22
CONTRACT NUMBER

MTSJOC347-08
WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____ 2023, 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: 619.937.1010

Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG347.0-22), 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 \$149,887.28

<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)



BRIDGE INSPECTION COVER PAGE - Blue Line MP 4.45 EB

Inspected by: DEAN STUART

Date: 6/6/22


	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes

BRIDGE INSPECTION REPORT					
					<div style="border: 1px solid black; padding: 2px;">Annual</div>
STRUCTURE INFORMATION			INSPECTION INFORMATION		
Bridge Location	8th Street - La Poleta Creek Bridge EB MP 4.45		Date	6/6/2022	Time 8:50 AM
Stream	La Polenta Creek	Overpass	Other		Company Jacobs Engineering
DECK					
Visual Condition Rating:	4		Other		
Deck Type:	4 Open				
Number of Tks	2	Condition of Ties	5	Condition of Deck	3
SUPERSTRUCTURE					
Visual Condition Rating:	3				
Type:	Culvert:	Number barrels		Round or Rect	Size
		Approx Lngth.		Concrete	Steel
Bridge:	Steel			Timber	Concrete X
Type:	Truss			Deck Girder	Through
	Trestle				Girder
Num Spans	2		Approx. Span Lengths	22'-6"	
Notes:					
SUBSTRUCTURE					
Visual Condition Rating	3				
Bent:	5	Type	Concrete	Notes	Cap Repaired
Abutment:	4	Type	Concrete	Notes	
Wingwalls:	7	Type	X	Notes	
Embankment:	4	Type	Concrete	Notes	
Footing:	7	Type	Concrete	Notes	Not Visible
Inaccessible areas:					
STREAM CHANNEL					
Visual Condition Rating	5				
Stream Depth	Varies	Scour Evidence	None	Moving Water	Yes
Notes	Stream depth varies throughout the day from 12" to over 5' deep				
PHOTOGRAPH INFORMATION					
EB Track Facing West (photo #5352)			EB Track Facing East (photo #5339)		
South Profile (photo #5347)					
OVERALL RATING					
High Priority		Medium Priority		Low Priority	X

BLUE LINE: 8th Street - La Poleta Creek Bridge EB

[illegible]

Photos - Concrete Structure

<p>Photo #5346</p> 	



BLUE LINE: 8th Street - La Poleta Creek Bridge EB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
DETAILS - ABUTMENT NUMBER: 1		ABUTMENT	Span Length:	22'-6"
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING			PRIORITY	
1. Failed (may require bridge out of service)			A. Immediately	
2. Deficient: OK for train operations, but may have restrictions			B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety			C. Within 3 years	
4. Good with minor exceptions			D. Within 5 years	
5. Very good: No exceptions			E. Within 10 years	
6. Not inspected: Reason stated			M. Monitor, Condition may change & raise priority	
7. Not Applicable				
Inspected By:	Dean Stuart		Date:	6/6/2022



BLUE LINE: 8th Street - La Poleta Creek Bridge EB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
DETAILS - BENT NUMBER: 2		BENT	Span Length:	22'-6"
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed (may require bridge out of service)		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



BLUE LINE: 8th Street - La Poleta Creek Bridge EB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
DETAILS - ABUTMENT NUMBER: 3		ABUTMENT	Span Length:	22'-6"
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed (may require bridge out of service)		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	

Subject MTS 2022

Project

4.45 East Bound TrkAnnual Bridge Insp

Sheet No.

1

of

1

Authored by

Date

Checked by

Date

1-6-22

Time 8:50

- # 5339 E/B Trk Facing East
5340, 5341, 5342 HL CRACKS S/S SPAN #1
5343 ABUT #1
5344 Span #1
5345 Bent #2
5346 S/S walkway Spalling
5347 S/S Profile
5348 #2
5349 SPAN #2
5350 ABUT #3
5352 E/B TRK Facing west


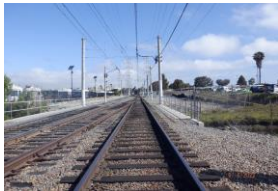



BRIDGE INSPECTION COVER PAGE - Blue Line MP 4.45 WB

Inspected by: DEAN STUART

Date: 6/6/22

	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes

BRIDGE INSPECTION REPORT										
								Annual		
STRUCTURE INFORMATION					INSPECTION INFORMATION					
Bridge	8th Street - La Poleta Creek Bridge WB				Date	6/6/2022	Time	8:50 AM		
Location	MP 4.45				Inspector Name	Dean Stuart				
					Telephone Number	858-354-0374				
Stream	La Polenta Creek	Overpass		Other		Company	Jacobs Engineering			
DECK										
Visual Condition Rating:		4		Other						
Deck Type:		Ballast	4	Open						
Number of Tks		2	Condition of Ties		5	Condition of Deck		3		
SUPERSTRUCTURE										
Visual Condition Rating:		3								
Type:	Culvert:	Number barrels		Round or Rect		Size				
		Approx Lngth.		Concrete		Steel				
Bridge:	Steel			Timber		Concrete	X			
Type:	Truss			Deck Girder		Through				
	Trestle					Girder				
Num Spans		2		Approx. Span Lengths		22'-6"				
Notes:										
SUBSTRUCTURE										
Visual Condition Rating:		3								
Bent:	5	Type	Concrete	Notes	Cap Repaired					
Abutment:	4	Type	Concrete	Notes						
Wingwalls:	7	Type	X	Notes						
Embank	4	Type	Concrete	Notes						
Footing	7	Type	Concrete	Notes	Not Visible					
Inaccessible areas:										
STREAM CHANNEL										
Visual Condition Rating		5								
Stream Depth		Varies	Scour Evidence	None	Moving Water		Yes			
Notes		Stream depth varies throughout the day from 12" to over 5' deep								
PHOTOGRAPH INFORMATION										
WB Track Facing East (photo #5338)					WB Track Facing West (photo #5331)					
										
North Profile (photo #5332)										
										
OVERALL RATING										
High Priority				Medium Priority				Low Priority		X

[illegible]

Photos - Concrete Structure

<p>Photo #5333</p> 	



BLUE LINE: 8th Street - La Poleta Creek Bridge WB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: VARIES	Bridge No.	MP 4.45
DETAILS - ABUTMENT NUMBER: 1		ABUTMENT	Span Length:	22'-6"
Date	Comments			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed (may require bridge out of service)		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



BLUE LINE: 8th Street - La Poleta Creek Bridge WB

BRIDGE INSPECTION REPORT - CONCRETE ABUTMENT				
Spans: 2	Alignment: TANGENT	Vert. Clear: Varies	Bridge No.	MP 4.45
DETAILS - ABUTMENT NUMBER:3		ABUTMENT	Span Length:	22'-6"
Date	Comments			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed (may require bridge out of service)		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	

Subject MTS 2022

Att.A, AI 11, 07/27/23

Project 4.45 West Bound TrkAnnual Bridge Insp.Sheet No. 1 of 1

Authored by _____ Date _____

Checked by _____ Date 6-6-22

INSPECTED BY Dean Stuart





5331 w/B Trk Facing west
5332 N/S Profile
5333 Spalling S/S walkway
5334 ABUT #1
5335 SPan #1
5336 Bent #2
5337 ABUT #3
5338 w/B Trk Facing East
5351 ABUT #3



BRIDGE INSPECTION COVER PAGE - Blue Line MP 5.25 EB

Inspected by: DEAN STUART
 Date: 6/6/22

	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes

BRIDGE INSPECTION REPORT						
			INSPECTION TYPE: Annual			
<div style="display: flex; justify-content: space-between;"> <div>STRUCTURE INFORMATION</div> <div>INSPECTION INFORMATION</div> </div>						
Bridge Location	18th Street Eastbound		Date	6/6/2022	Time	10:00 AM
	MP 5.25		Inspector Name	Dean Stuart		
Stream		Overpass	Street	Other		
			Company	Jacobs Engineering		
DECK						
Visual Condition Rating:		5		Other		
Deck Type:	Ballast	5	Open			
Number of Tks:	1	Condition of Ties	4	Condition of Deck	4	
SUPERSTRUCTURE						
Visual Condition Rating:		5				
Type:	Culvert:	Number barrels		Round or Rect		Size
		Approx Lngth.		Concrete		Steel
Bridge:	Steel	X		Timber		Concrete
Type:	Truss			Deck Girder		Through
	Trestle					Girder
					X	
	Num Spans	5		Approx. Span Lengths	varies	
Notes:	Approach spans = 26', 18' and 22'. Bridge spans = 58'					
SUBSTRUCTURE						
Visual Condition Rating:		4				
Bent:	4	Type	Concrete	Notes		
Abutment:	5	Type	Concrete	Notes		
Wingwalls:	4	Type	Concrete	Notes		
Embankment:	4	Type	Concrete	Notes		
Footing:	7	Type	Concrete	Notes	Not visible	
Inaccessible areas:						
STREAM CHANNEL						
Visual Condition Rating		7				
Stream Depth		Scour Evidence		Moving Water		
Notes						
PHOTOGRAPH INFORMATION						
EB Track Facing West (photo #5383)			EB Track Facing East (photo #5388)			
						
North Profile (photo #5373)			South Profile (photo #5353)			
						
OVERALL RATING						
High Priority				Medium Priority		
				Low Priority	X	

BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - STEEL STRUCTURE					
Spans: 5		Alignment: Tangent		Vert. Clear: 15'	
No. of Tks: 1		Deck Type: Ballast		Br. Over: 18th-19th St.	
				Bridge No. MP 5.25	
				Overall Length: 188'-6"	
ENVIRONMENT		GIRDERS		A06 Pier Shaft	7
E01 Scour	7	S01 Girder	4	A07	
E02 Channel	7	S02 Lateral Braces	7	A08	
E03 Approach	5	S03 Floor Beams	5	A09	
DECK (D)		S04 Cross Braces	7	MISC. OTHER	
D01 Ties	5	S05 Bearings	4	M01	
D02 Ties Spacers	7	ABUTMENTS & PIERS		M02	
D03 Rail	5	A01 East Abutment	5	M03	
D04 Footwalk	5	A02 East Wingwalls	4	M04	
D05 Handrail	5	A03 West Abutment	5	Overall Rating:	5
D06 Floor Beams	5	A04 West Wingwalls	4		
D07 Ballast Curb	5	A05 Pier Cap	5		
COMMENTS					
Date	Remark				
6/6/2022	Bridge structure is in good condition.				
6/6/2022	Non-Structural items refer to field notes.				
6/6/2022	Debris on bridge seats (photo #5384, 5385).				
6/6/2022	Top of girder is rusted (photo #5386).				
MAINTENANCE RECOMMENDATIONS					
Priority	Description				
	Clean debris off bridge seat.				
	Scrape off rust and coat it with paint.				
CONDITION RATING				PRIORITY	
1. Failed (may require bridge out of service)				A. Immediately	
2. Deficient: OK for train operations, but may have restrictions				B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety				C. Within 3 years	
4. Good with minor exceptions				D. Within 5 years	
5. Very good: No exceptions				E. Within 10 years	
6. Not inspected: Reason stated				M. Monitor, Condition may change &	
7. Not Applicable				raise priority	
Inspected By:	Dean Stuart			Date:	6/6/2022

Photos - Steel Structure

Photo #5384



Photo #5385



Photo #5386





BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT				
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No.	MP 5.25
DETAILS - APPROACH NUMBER: 1		APPROACH #1	Span Length: 26'	
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed (may require bridge out of service)		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT				
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No.	MP 5.25
DETAILS - ABUTMENT NUMBER: 1		ABUTMENT	Span Length:	58'
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
6/6/2022	Abutment 1 - Spalling on retaining wall (photo #5356, 5357).			
Priority	MAINTENANCE RECOMMENDATIONS			
	Break off broken concrete and apply fresh concrete.			
CONDITION RATING		PRIORITY		
1. Failed (may require bridge out of service)		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	

Photos - Abutment 1

Photo #5356	Photo #5357
	



BLUE LINE: 18th Street Eastbound



BRIDGE INSPECTION REPORT - CONCRETE PIER WITH ABUTMENT				
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No.	MP 5.25
DETAILS - SPAN NUMBER: 3		APPROACH #2 in MIDDLE	Span Length:	18'
Date	COMMENTS			
6/6/2022	Bridge structure is in good condition.			
6/6/2022	Non-Structural items refer to field notes.			
Priority	MAINTENANCE RECOMMENDATIONS			
CONDITION RATING		PRIORITY		
1. Failed (may require bridge out of service)		A. Immediately		
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year		
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years		
4. Good with minor exceptions		D. Within 5 years		
5. Very good: No exceptions		E. Within 10 years		
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority		
7. Not Applicable				
Inspected By:	Dean Stuart	Date:	6/6/2022	



BLUE LINE: 18th Street Eastbound

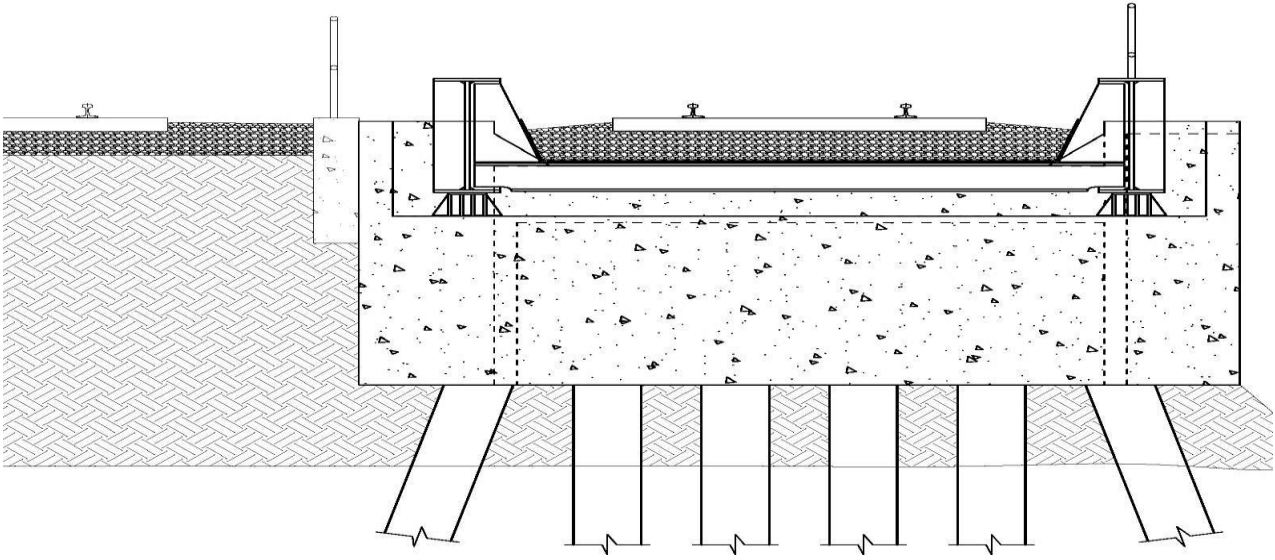
BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - PIER BENT NUMBER: 2a		BENT #2 looking WB	Span Length: 58'
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
6/6/2022	Spalling on retaining wall and exposed rebar (photo #5359, 5360).		
Priority	MAINTENANCE RECOMMENDATIONS		
	Break off broken concrete and apply fresh concrete.		
CONDITION RATING		PRIORITY	
1. Failed (may require bridge out of service)		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By:	Dean Stuart	Date:	6/6/2022

Photos - Bent 2a

<p>Photo #5359</p> 	<p>Photo #5360</p> 



BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - ABUTMENT NUMBER: 3		ABUTMENT	Span Length: 26'
			
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed (may require bridge out of service)		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By:	Dean Stuart	Date:	6/6/2022



BLUE LINE: 18th Street Eastbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 5	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - APPROACH NUMBER: 3		APPROACH #3	Span Length:
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed (may require bridge out of service)		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By:	Dean Stuart	Date:	6/6/2022

INSPECTED by Dean Stuart

Bottom

TOP

#

5353 S/S Profile

5354 ABUT #1

5355 SPAN #1

5356, 5357 ABUT #1 Retaining wall
spalling

5358 Bent #2A

5359, 5360 Spalling Retaining wall
Bent #2A

5369 Bent #2B

5370 SPAN #2

5371 S/S Profile

5372 ABUT #3

5373 N/S Profile

#

5383 E/B Trk Facing west

5384 Debris on Bridge seat ABUT #3 S/S

5385 " " " " #2B S/S

5386 " " " " #2A N/S

5387 " " " " ABUT #1

5388 E/B Trk Facing EAST






BRIDGE INSPECTION COVER PAGE - Blue Line MP 5.25 WB

Inspected by: DEAN STUART

Date: 6/6/22

	Failed	Good	Not Inspected	Comments
Abutment 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Bent 2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Span 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes
Abutment 3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-structural items refer to field notes

BRIDGE INSPECTION REPORT					
			INSPECTION TYPE: Annual		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center; margin: 0;">STRUCTURE INFORMATION</p> <p>Bridge Location <u>18th Street Westbound</u> <u>MP 5.25</u></p> <p>Stream <u> </u> Overpass <u>Street</u> Other <u> </u></p> </div> <div style="width: 45%;"> <p style="text-align: center; margin: 0;">INSPECTION INFORMATION</p> <p>Date <u>6/6/2022</u> Time <u>10:00 AM</u> Inspector Name <u>Dean Stuart</u> Telephone Number <u>714-835-6355</u> Company <u>Jacobs Engineering</u></p> </div> </div>					
DECK Visual Condition Rating: <u>5</u> Other <u> </u> Deck Type: Ballast <u>5</u> Open <u> </u> Number of Tks: <u>1</u> Condition of Ties <u>4</u> Condition of Deck <u>4</u>					
SUPERSTRUCTURE Visual Condition Rating: <u>5</u> Type: Culvert: Number barrels <u> </u> Round or Rect <u> </u> Size <u> </u> Approx Lngth. <u> </u> Concrete <u> </u> Steel <u> </u> Bridge: Steel <u>X</u> Timber <u> </u> Concrete <u> </u> Type: Truss <u> </u> Deck Girder <u> </u> Through <u> </u> Trestle <u> </u> Girder <u>X</u> Num Spans <u>2</u> Approx. Span Lengths <u>Varies</u> Notes: <u>Approach spans = 26', 18' and 22'. Bridge spans = 58'</u>					
SUBSTRUCTURE Visual Condition Rating: <u>4</u> Bent: <u>4</u> Type <u>Concrete</u> Notes <u> </u> Abutment: <u>5</u> Type <u>Concrete</u> Notes <u> </u> Wingwalls: <u>4</u> Type <u>Concrete</u> Notes <u> </u> Embankment: <u>4</u> Type <u>Concrete</u> Notes <u> </u> Footing: <u>7</u> Type <u>Concrete</u> Notes <u>Not visible</u> Inaccessible areas: <u> </u>					
STREAM CHANNEL Visual Condition Rating <u>7</u> Stream Depth <u> </u> Scour Evidence <u> </u> Moving Water <u> </u> Notes <u> </u>					
PHOTOGRAPH INFORMATION					
WB Track Facing West (photo #5378) 			WB Track Facing East (photo #5374) 		
North Profile (photo #5365) 					
OVERALL RATING High Priority <u> </u> Medium Priority <u> </u> Low Priority <u>X</u>					

BRIDGE INSPECTION REPORT - STEEL STRUCTURE							
Spans:	2	Alignment:	Tangent	Vert. Clear:	15'	Bridge No.	MP 5.25
No. of Tks:	1	Deck Type:	Ballast	Br. Over:	18th-19th St.	Overall Length:	188'-6"
ENVIRONMENT		GIRDERS				A06 Pier Shaft	7
E01 Scour	7	S01 Girder		4	A07		
E02 Channel	7	S02 Lateral Braces		7	A08		
E03 Approach	5	S03 Floor Beams		5	A09		
DECK (D)		S04 Cross Braces		7	MISC. OTHER		
D01 Ties	5	S05 Bearings		4	M01		
D02 Ties Spacers	7	ABUTMENTS & PIERS			M02		
D03 Rail	5	A01 East Abutment		5	M03		
D04 Footwalk	5	A02 East Wingwalls		4	M04		
D05 Handrail	5	A03 West Abutment		5			
D06 Floor Beams	5	A04 West Wingwalls		4	Overall Rating:		5
D07 Ballast Curb	5	A05 Pier Cap		5			
COMMENTS							
Date		Remark					
6/6/2022		Bridge structure is in good condition.					
6/6/2022		Non-Structural items refer to field notes.					
6/6/2022		Bird dropping (photo #5363).					
6/6/2022		Spalling around post base foundations on South walkway and exposed rebar (photo #5375, 5376).					
6/6/2022		Debris on bridge seat (photo #5377, 5382).					
6/6/2022		Backwall spalling (photo #5379).					
MAINTENANCE RECOMMENDATIONS							
Priority		Description					
		Remove bird droppings.					
		Break off broken concrete and apply fresh concrete.					
		Clean debris off bridge seat.					
CONDITION RATING				PRIORITY			
1. Failed (may require bridge out of service)				A. Immediately			
2. Deficient: OK for train operations, but may have restrictions				B. Within 1 year			
3. Satisfactory but with exceptions: No impact on operations or safety				C. Within 3 years			
4. Good with minor exceptions				D. Within 5 years			
5. Very good: No exceptions				E. Within 10 years			
6. Not inspected: Reason stated				M. Monitor, Condition may change &			
7. Not Applicable				raise priority			
Inspected By:		Dean Stuart			Date:		6/6/2022

Photos - Steel Structure

Photo #5363



Photo #5375



Photo #5376



Photo #5377



Photo #5382



Photo #5379





BLUE LINE: 18th Street Westbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - ABUTMENT NUMBER: 1		ABUTMENT	Overall Length: 188'-6"
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed (may require bridge out of service)		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise priority	
7. Not Applicable			
Inspected By:	Dean Stuart	Date:	6/6/2022



BLUE LINE: 18th Street Westbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/BENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - BENT NUMBER: 2		BENT #2 looking EB	Overall Length: 188'-6"
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		2 PRIORITY	
1. Failed (may require bridge out of service)		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise	
7. Not Applicable		priority	
Inspected By:	Dean Stuart	Date:	6/6/2022



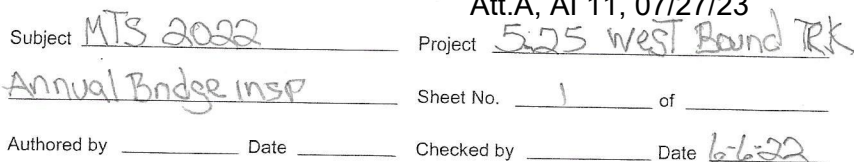
BLUE LINE: 18th Street Westbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/BENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - PIER BENT NUMBER: 2a		BENT #2 looking WB	Overall Length: 188'-6"
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed (may require bridge out of service)		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise	
7. Not Applicable		priority	
Inspected By:	Dean Stuart	Date:	6/6/2022



BLUE LINE: 18th Street Westbound

BRIDGE INSPECTION REPORT - CONCRETE PIER/ABUTMENT			
Spans: 2	Alignment: TANGENT	Vert. Clear: 15'	Bridge No. MP 5.25
DETAILS - ABUTMENT NUMBER: 3		ABUTMENT	Overall Length: 188'-6"
Date	COMMENTS		
6/6/2022	Bridge structure is in good condition.		
6/6/2022	Non-Structural items refer to field notes.		
Priority	MAINTENANCE RECOMMENDATIONS		
CONDITION RATING		PRIORITY	
1. Failed (may require bridge out of service)		A. Immediately	
2. Deficient: OK for train operations, but may have restrictions		B. Within 1 year	
3. Satisfactory but with exceptions: No impact on operations or safety		C. Within 3 years	
4. Good with minor exceptions		D. Within 5 years	
5. Very good: No exceptions		E. Within 10 years	
6. Not inspected: Reason stated		M. Monitor, Condition may change & raise	
7. Not Applicable		priority	
Inspected By:	Dean Stuart	Date:	6/6/2022



Bottom

TOP

5361 ABUT #1
5362 Span #1
5363 Bird Dropping Span #1
5364 Bent #2A
5365 N/S Profile
5366 Bent #2B
5367 ABUT #3
5368 Span #2

5374 W/B TRK Facing East
5375 Spalling Post Base s/s
5376 " " " s/s clean top of Bent #2
5377 " " " " "
5378 W/B TRK Facing West
5379 Spalling Back wall
5380 HL Crack " "
5382 Debris of Bridge Seat



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 6/2/2023

Job Order Contracting

To:

From:

Contract No: PWG347.0-22
Job Order No: MTSJOC347-08
Job Order Title: BL Bridge Repair
Location: Blue Line ROW
1255 Imperial Ave
San Diego, CA 92101

Brief Scope of Work:

This work consists of repairing 8th St and 18th St Bridge on the Blue Line as shown on the bridge inspection reports as provided by MTS.

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

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

This work consists of repairing 8th St and 18th St Bridge on the Blue Line as shown on the bridge inspection reports as provided by MTS.

The contractor shall:

18th Street Over Pass:

East Bound Items:

1. Vacuum out and remove debris from the top of Wall Cap voids at 8 EA locations.
2. Fabricate onsite 1/4" flat "shields" to prevent rocks from falling into Wall Cap voids. This will be +/-6" tall and range in lengths as they will be fabricated onsite. One side will be welded to the bridge metal and the other side will be a "slip" mount along the concrete, no attachment on this side for a total of 8 EA locations.
3. In one location along the east side of the Bridge Span, estimated to be 2' x 6', we will wire brush the existing rust and flaking coating down to bare metal. We will then apply a primer and a finish coating to be approved by MTS.

West Bound Items:

1. Cut and grind to Shaffer in 3 EA locations where concrete is cracked.
2. Remove and Replace concrete along the railing at 4 EA locations.
3. Remove existing Metal guard rail posts in 7 EA places and add rectangular base plates with slotted bolt holes to allow for movement.
4. Drill out and existing bolt and add new bolt at 2 EA locations into the existing plate.

Under the Bridge

1. Pressure wash entire metal under bridge structure of both East & West Bound tracks on both sides of travel.
2. Install 4 EA Sections of Bird netting with mechanical fasteners for removal ability for maintenance operations.
3. Repair top of concrete wall on the East Bound side of the over pass, which excludes the City ROW area.

8th Street Bridge:

Minor Concrete Patching

1. Repair small (>1 SF) concrete patches/holes at 3 EA locations; two on the top of the bridge and 1 below at waterline on the caisson.

Submittals:

- Schedule
- Bird Netting Material
- Primer and Finish Coating

Schedule:

All work shall be completed as soon as possible within 90 calendar days from issuance of NTP.

Work Windows:

All work that has the potential to foul the tracks, must occur during non-revenue service between 12:15 AM to 4:15 AM.

All other work can occur during revenue service.

Gabriel McKee, Project Engineer

Date

EXHIBIT B (Cost Breakdown)

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$38,102.74	\$0.00	\$0.00	\$38,102.74
02	Existing Conditions	\$25,455.20	\$0.00	\$0.00	\$25,455.20
03	Concrete	\$10,827.88	\$0.00	\$0.00	\$10,827.88
05	Metals	\$21,590.26	\$0.00	\$0.00	\$21,590.26
09	Finishes	\$882.09	\$0.00	\$0.00	\$882.09
10	Specialties	\$20,963.99	\$0.00	\$0.00	\$20,963.99
50	Custom Standards And Assemblies	\$32,065.12	\$0.00	\$0.00	\$32,065.12
Line Count: 34		Proposal Total:			\$149,887.28

The Percentage of Non Pre-Priced on this Proposal: 0.0%

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

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Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

01 General Requirements								\$38,102.74
-------------------------	--	--	--	--	--	--	--	-------------

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012216000004	Reimbursable Fees	Installation	1,256.00	\$1.00	EA	1.0000	\$1,256.00
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: class fee 8 guys x 157 each								
Item Note: Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.								
Total:								\$1,256.00

2	012216000004	Reimbursable Fees	Installation	1,000.00	\$1.00	EA	1.0000	\$1,000.00
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0000	\$0.00
Includes Labor No Includes Equipment No Includes Materials Yes								

User Note: permit fees								
Item Note: Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.								
Total:								\$1,000.00

3	012220000027	Laborer	Installation	64.00	\$74.04	HR	1.0890	\$5,160.29
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: 8 guy x 8 hrs for class								
Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.								
Total:								\$5,160.29

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

4	012220000027	Laborer	Installation	48.00	\$74.04	HR	1.0890	\$3,870.22
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		User Note:	Laborer time to get down in the 8 Bridge cap holes and removed debris 3 men for 2 days					
		Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.					
							Total:	\$3,870.22
5	012220000033	Painter, Structural Steel	Installation	32.00	\$69.26	HR	1.0890	\$2,413.57
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		Owner Comments:	V:1.2-Area to be painted is really small. One EA painter for 2 EA days should be sufficient					
		Contractor Comments:	V:1.3-2 man crew for safety, they will also be priming and painting the railing modifications (plates)					
		User Note:	Grind, Prime, and epoxy stell beam where rusted section is 2 Painter, 3 days					
		Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.					
							Total:	\$2,413.57
6	012220000047	Structural Steel Worker	Installation	36.00	\$92.27	HR	1.0890	\$3,617.35
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		Owner Comments:	V:1.2-40 hrs should be plenty of time to fabricate					
		Contractor Comments:	V:1.3-My original quantity should have been 72 3 men for 3 days.					
		User Note:	Onsite fabrication of metal pieces 3 men for 3 days					
		Item Note:	For tasks not included in the Construction Task Catalog® and as directed by owner only.					
							Total:	\$3,617.35
7	012220000059	Senior Surveyor (Party Chief)	Installation	16.00	\$109.21	HR	1.0890	\$1,902.88
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		User Note:	draw up traffic control plans					
		Item Note:						
							Total:	\$1,902.88

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

8	012223000023	34' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	Installation	4.00	\$785.15	WK	1.0890	\$3,420.11
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	WK	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		Owner Comments:	V:1.2-4 weeks is excessive. Changed quantity.					
		Contractor Comments:	V:1.3-It's not 4 weeks, it was 2 units for 2 weeks of under bridge work					
		User Note:	Used for Bird Netting Installation and Power washing 2 x2 weeks					
		Item Note:						
							Total:	\$3,420.11
9	012223000483	Up To 16' Rails, 3 Cylinders, Aluminum Hydraulic Shoring	Installation	7.00	\$512.97	MO	1.0890	\$3,910.37
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	MO	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note:	shore up railing 7 locations					
		Item Note:	Up to 88" spread width.					
							Total:	\$3,910.37
10	012223000672	6.5 KW, 13 HP Gas Powered Generator Set	Installation	4.00	\$91.46	DAY	1.0890	\$398.40
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note:	Generator for onsite work					
		Item Note:						
							Total:	\$398.40
11	012223001300	3 Ton Capacity, 12' To 16' Bed, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	Installation	4.00	\$852.25	DAY	1.0890	\$3,712.40
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		User Note:	Welding truck					
		Item Note:						
							Total:	\$3,712.40

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

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Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

12	012223001330	13 CY Rear Dump Truck With Full-Time Truck Driver	Installation	2.00	\$1,621.69	DAY	1.0890	\$3,532.04
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor Yes Includes Equipment No Includes Materials Yes						
		Owner Comments: V:1.2-Rock debris can be hauled out with Vac truck. Anything else can be hauled out 1 day with 10 wheeler which has more than enough room for all other misc debris.						
		Contractor Comments: V:1.3-We can stockpile material onsite so each item of work will have to remove the generated debris daily						
		User Note: used to haul away debris; 1 day for concrete and one day for bridge cap work						
		Item Note:						
							Total:	\$3,532.04
13	012223001337	5,000 Gallon Vacuum Truck With Full-Time Truck Driver	Installation	2.00	\$1,614.15	DAY	1.0890	\$3,515.62
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor Yes Includes Equipment No Includes Materials Yes						
		User Note: Used a vacuum truck for laborer's up on bridge						
		Item Note:						
							Total:	\$3,515.62
14	012223001361	500 To 600 Gallon Water Trailer With Pump	Installation	3.00	\$114.75	DAY	1.0890	\$374.89
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	DAY	1.0890	\$0.00
		Includes Labor No Includes Equipment No Includes Materials Yes						
		User Note: water for concrete work						
		Item Note:						
							Total:	\$374.89
15	017113000005	>25 Miles, Equipment Delivery And Pickup Using A Tractor Trailer With Up To 53' Bed	Installation	2.00	\$8.54	MI	1.0890	\$18.60
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	MI	1.0890	\$0.00
		Includes Labor Yes Includes Equipment Yes Includes Materials No						
		User Note: 2 Boom deliver						
		Item Note: Excludes first 25 miles.						
							Total:	\$18.60
02 Existing Conditions							\$25,455.20	

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
16	024113130026	>6" To 8" By Hand, Break-up And Remove Welded Wire Reinforced Concrete Paving	Installation	48.00	\$10.30	SF	1.0890	\$538.40
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				
		User Note: 7 areas at est 8 SF each						
		Item Note:						
							Total:	\$538.40
17	024119130071	Saw Cut Minimum Set-up Charge, One Per Project	Installation	1.00	\$820.54	EA	1.0890	\$893.57
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: Concrete demo						
		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.						
							Total:	\$893.57
18	024119130284	1" Diameter Drilling In Concrete Per Inch Of Depth	Installation	180.00	\$2.93	IN	1.0890	\$574.34
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	IN	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: 7 base plates x 4 anchor each x 6" each plus 2 additional anchors that have rusted off						
		Item Note:						
							Total:	\$574.34
19	028716130004	>500 To 2,500 SF Bird Waste Removal, Up To 3" Thickness	Installation	2,250.00	\$9.57	SF	1.0890	\$23,448.89
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials No				
		Owner Comments: V:1.2-Removed equipment because equipment for this is in other items						
		Contractor Comments: V:1.3-Accepted						
		User Note: Under bridge deck						
		Item Note:						
							Total:	\$23,448.89

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

03 Concrete								\$10,827.88
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
20	036426000002	Pressure Injected Cementitious Grout	Installation	68.00	\$146.22	CF	1.0890	\$10,827.88
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	CF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Grout repair
7 Base plate locations:48C
2 lower bridge wall locations: 20CF

Item Note:

Total:								\$10,827.88
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05 Metals								\$21,590.26
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
21	050519000035	1" Diameter x 6" Length, Zinc Plated Steel, Wedge Anchor Expansion Bolt	Installation	30.00	\$44.99	EA	1.0890	\$1,469.82
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: 7 base plates x 4 anchor each plus 2 additional anchors that have rusted off

Item Note:

Total:								\$1,469.82
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22	050519000191	1-1/4" Chemical Adhesive For Bolt, Dowel Or Threaded Rod	Installation	28.00	\$50.24	EA	1.0890	\$1,531.92
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: for anchors

Item Note:

Total:								\$1,531.92
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

23	050521000011	1/4" Vertical Fillet Weld	Installation	528.00	\$19.08	LF	1.0890	\$10,970.85
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				
		User Note: Base plates: 6x6 x 7 x 2= 336" Guards: 8 locations x 24" each = 192"						
		Item Note:						
							Total:	\$10,970.85
24	050523001342	1" Diameter, Zinc Plated Steel, Grade 8 Hex Nut	Installation	60.00	\$3.95	EA	1.0890	\$258.09
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.44	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		User Note: for anchors						
		Item Note:						
							Total:	\$258.09
25	050523001424	1" Inside Diameter, Zinc Plated Steel, Hardened Flat Washer	Installation	30.00	\$2.96	EA	1.0890	\$96.70
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor No	Includes Equipment No	Includes Materials Yes				
		User Note: for anchors						
		Item Note:						
							Total:	\$96.70
26	051223000050	Column Base Plates, Up To 150 LB / Each, A36 Miscellaneous Steel Items	Installation	1,050.00	\$2.64	LB	1.0890	\$3,018.71
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.65	LB	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				
		User Note: 7 x 150lbs each (estimated)						
		Item Note:						
							Total:	\$3,018.71

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

27	051223000130	Brush Applied Cold Galvanizing	Installation	74.00	\$1.41	SF	1.0890	\$113.63
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment No	Includes Materials Yes				

User Note: Base plates and rock guards

Item Note:

							Total:	\$113.63
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28	051223000699	6" x 6" x 1/4" Square Steel Tubing	Installation	7.00	\$50.55	LF	1.0890	\$385.34
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$13.30	LF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: 7 base plate extensions

Item Note:

							Total:	\$385.34
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29	055513000031	3'-6" Wide, Open Cast Iron Stair Tread	Installation	8.00	\$429.89	RSR	1.0890	\$3,745.20
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$36.05	RSR	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: "Like" used to represent the rock guards (8 locations)

Item Note:

							Total:	\$3,745.20
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09 Finishes								\$882.09
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
30	090190520020	Up To 5,000 PSI Pressure Wash, Metal Surfaces, Surface Preparation	Installation	2,025.00	\$0.40	SF	1.0890	\$882.09
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

							Total:	\$882.09
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101

Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

10 Specialties								\$20,963.99
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
31	108116000002	17/14 Mesh Insect Screening With Flat Screen Splines	Installation	226.00	\$85.18	CSF	1.0890	\$20,963.99
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	CSF	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Like Bird Deterrent

Item Note:

Total:								\$20,963.99
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50 Custom Standards And Assemblies								\$32,065.12
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Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
32	508982120001	CALTRANS 120110 FLASHING ARROW SIGN	Installation	15.00	\$903.77	EA	1.0890	\$14,763.08
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

Owner Comments: V:1.2-Traffic control seems high for project that doesn't require a complete street closure. Changed from 15 days to 10 days.

Contractor Comments: V:1.3-We need 10 Days for the Below bridge work and then we will need an additional week of lane closure for the top work (3 weeks total)

User Note: 1 each x 15 days

Item Note:

Total:								\$14,763.08
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33	508982120002	CALTRANS 120116 TYPE II BARRICADE	Installation	150.00	\$27.42	EA	1.0890	\$4,479.06
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

Owner Comments: V:1.2-Traffic control seems high for project that doesn't require a complete street closure. Changed from 15 days to 10 days.

Contractor Comments: V:1.3-We need 10 Days for the Below bridge work and then we will need an additional week of lane closure for the top work (3 weeks total)

User Note: 10 each x 15 days

Item Note:

Total:								\$4,479.06
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$149,887.28

Approved Date: June 1, 2023

Job Order: MTSJOC347-08

Job Order Name: BL Bridge Repair

Location: Blue Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

34	508982120012	CALTRANS 120182 PORTABLE DELINEATOR	Installation	750.00	\$15.70	EA	1.0890	\$12,822.98
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	EA	1.0890	\$0.00
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								
Owner Comments: V:1.2-Traffic control seems high for project that doesn't require a complete street closure. Changed from 15 days to 10 days.								
Contractor Comments: V:1.3-We need 10 Days for the Below bridge work and then we will need an additional week of lane closure for the top work (3 weeks total)								
User Note: 50 each x 15 days								
Item Note:								

							Total:	\$12,822.98
							Proposal Total:	\$149,887.28
Div	The Percentage of Non Pre-Priced on this Proposal:							0.0%

* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C

(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Att.A, AI 11, 07/27/23
 Metropolitan Transit System

Subcontractor Report

Date: 6/2/2023

Job Order Contracting

Contract #: PWG347.0-22
Job Order #: MTSJOC347-08
Job Order Title: BL Bridge Repair
Location: Blue Line ROW
Contractor: ABC General Inc.
Subcontractors: C.E. CRIST INC
Harborside Construction Inc
Titan Steel

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
C.E. CRIST INC 11213 El Nopal, Lakeside, CA 92040	532947	concrete		\$25,900.00	17.28%
Harborside Construction Inc 2010 Garrison Way, El Cajon, CA 92019	730817	paint		\$16,000.00	10.67%
Titan Steel 955 VERNON WAY, El Cajon, CA 92020	537924	steel fabrication		\$21,987.32	14.67%



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 12

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

July 27, 2023

SUBJECT:

Microsoft Enterprise Licensing and Software Assurance – 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 G2378.4-20 (in substantially the same format as Attachment A), with Crayon Software Experts, LLC (Crayon), in the amount of \$160,874.78, bringing the contract total to \$1,150,551.61.

Budget Impact

The total cost of this amendment is estimated to be \$160,874.78 as reflected below. This project will be funded by Operating Budget 661010-571250 - Information Technology (IT).

Description	Quantity	Unit of Measure	Amount	Extended Amount
SQL Server Standard Core ALng LSA 2L	21	Each	\$2,645.18	\$55,548.78
Win Server Standard Core ALng LSA 2L	1300	Each	\$81.02	\$105,326.00
Amendment No. 4 Grand Total				\$160,874.78

DISCUSSION:

To support MTS administrative and operational work, MTS employees use several Microsoft products. Use of Microsoft products by MTS requires various licenses and other support services. MTS purchases the necessary rights through a Microsoft Volume License Agreement (VLA). The VLA was competitively procured as part of a cooperative County of Riverside enterprise agreement. This cooperative agreement is available for California government agencies to use when they are in need of Microsoft licensing and services including, but not limited to, desktop/server operating systems, E-mail, database, Microsoft Office products, and Azure for cloud backups. The basis of this agreement is to allow MTS to expand software



application deployments to meet MTS demand and provide the mechanism to pay for the Azure cloud storage cost overages annually.

On June 18, 2020 (AI 8), the MTS Board of Directors awarded a contract to Crayon for Microsoft VLA services in the amount of \$878,542.14 for the period of July 1, 2020 through June 30, 2023. Over the course of that contract, additional amendments were approved under the CEO's Policy 41 signature authority:

Amendment	Description	Board Authorization	Amount
1	Additional Azure overage funding.	CEO Authority	\$40,000.00
2	Upgrade Microsoft support.	CEO Authority	\$45,143.59
3	Licensing for M365 transition.	CEO Authority	\$25,991.10
Amendments 1-3 Total			\$111,134.69

On June 15, 2023 (AI 16), the MTS Board authorize a contract with Softchoice Corporation for similar Microsoft VLA services and licensing for the July 1, 2023 to June 30, 2026 period. As part of the contract closeout and transition process, a true-up was completed of the actual number of Microsoft licenses that were used by MTS during the Crayon contract period. These costs are required to be paid under the Crayon contract.

Today's proposed action would approve Amendment 4 of the Crayon contract and fund the year 3 true-up for new Structured Query Language (SQL) and Windows server licenses used during the period. The proposed amount for these licenses was determined to be fair and reasonable since the pricing is based off the new license rates with one year of maintenance that was agreed to at the start of this three-year agreement in 2020. In addition, when compared to the recent Independent Cost Estimate (ICE) done for the Softchoice Microsoft VLA agreement, the proposed pricing for this amendment for the same licenses was less than the estimated 2023 rates.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 4 to MTS Doc. No G2378.0-20 (in substantially the same format as Attachment A), Crayon, increasing the contract value in the amount of \$160,874.78, bringing the contract total to \$1,150,551.61.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Amendment No. 4 to MTS Doc. No. G2378.0-20
B. Crayon Quote



Metropolitan Transit System

Amendment 4

June 16, 2023

MTS Doc No. G2378.4-20

MICROSOFT ENTERPRISE LICENSING AND SOFTWARE ASSURANCE

Crayon Software Experts, LLC
Ken Pharr
VP of Finance and Operations
12221 Merit Drive, Suite 800
Dallas, TX 75251

This shall serve as Amendment No.4 to the original agreement G2378.0-20 as further described below.

SCOPE

Contractor has been providing Microsoft Enterprise Licensing and Software Assurance Services. This amendment will fund the year 3 true-up for server licensing and maintenance per the attached Crayon quote dated June 15, 2023.

SCHEDULE

There are no changes to the term of this agreement due to this amendment.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$160,874.78. The total value of this contract including this amendment shall be in the amount of \$1,150,551.61. 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

Ken Pharr, VP of Finance and
Operations
Crayon Software Experts, LLC

Date: _____

Attachment: Crayon's Quote dated 6/15/23





Quote Date: 06.15.2023

Customer

San Diego Metropolitan Transit System
 Attn: Justin Plaetzler
justin.plaetzler@sdmts.com

Quoted by:

Crayon Software Experts LLC
 12221 Merit Drive, Suite 1400
 Dallas, TX 75251
 David Braun
 Phone: 469-329-0293
SLED.us@crayon.com

EA 79904513

Part Number	Description	Qty	Annual Unit Price	Extended Amount
	Year 3 True Up			
7NQ-00302	SQL Server Standard Core ALng LSA 2L	21	\$ 2,645.18	\$ 55,548.78
9EM-00562	Win Server Standard Core ALng LSA 2L	1300	\$ 81.02	\$ 105,326.00
			Total Year 3	\$ 160,874.78

** Pricing Expires in 30 days from date of quote**

Remit to Address:

Crayon Software Experts, LLC
 Attn: Finance Manager
 12221 Merit Drive Suite 800
 Dallas, TX 75251
 Phone: 469-329-0290
invoice.cus@crayon.com



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

July 27, 2023

SUBJECT:

Grantville Transit-Oriented Development (TOD) Painting – Contract Award

RECOMMENDATION:

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

- 1) Execute MTS Doc. No. PWL370.0-23 (in substantially the same format as Attachment A), with Prime Painting Contractors Inc. for Grantville Station Painting Improvements in the amount of \$1,330,000; and
- 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency (\$266,000) for this construction contract, bringing total expenditure authority to \$1,596,000.

Budget Impact

The total cost of this contract is estimated to be \$1,596,000; total bid amount of \$1,330,000 plus 20% contingency. This project is funded by MTS Capital Improvement Projects (CIP) 2006116301 Grantville Station Improvements. A portion of this work is funded by an HCD TOD Infrastructure grant.

DISCUSSION:

On June 13, 2019 (AI 33) and April 8, 2021 (AI 18), the MTS Board of Directors authorized Disposition and Development Agreements for two transit-oriented developments at the Grantville Transit Station – one with Grantville Trolley Family Housing, L.P. (an affiliate of Affirmed Housing Group, Inc.) (collectively “Affirmed”) for a 100% affordable housing development (125 apartment homes) and another with Greystar for a market rate multi-residential development (250 apartment homes). As part of the project, 100 transit replacement parking spots are being constructed.

In January 2021, California Department of Housing & Community Development (HCD) awarded a total of \$11,995,000 to Affirmed for their affordable housing development at the Grantville



Trolley Station. The HCD grant was divided into two parts: a \$10,000,000 loan for construction of the affordable housing development, to be managed by Affirmed, and a \$1,995,000 grant for Infrastructure Projects, to be managed by MTS.

Of the \$1,995,000 in Infrastructure Grant Funds, \$599,000 of it is allocated to pay for Affirmed's cost share for 33 trolley replacement parking spaces constructed in the Greystar development. The remaining \$1,396,000 was available for MTS to implement various improvement projects at the Grantville Transit Center. During the CIP Budgeting process, the MTS Board also allocated additional funds to complete the identified Grantville Transit Center projects.

The largest of the Grantville Transit Center improvement projects is to paint the elevated steel guideway structure at the trolley station. The existing paint has faded due to sun exposure and as a result the station appearance is not up to MTS standards. With the joint developments under construction and more than 375 apartments with occupancy planned in the next 12 months, now is the time to improve the appearance of the structure. In addition to the station paint, the project will also remove and upgrade the bird deterrents around the structure.

This contract would cover the paint and related work portion of the Grantville Station Improvements CIP. The contract includes:

- Full preparation of all existing metals (currently painted teal/green/blue), priming, and application of high-performance coating system to help preserve existing metals, as well as improve appearance of station and state of repair, including the existing bus shelters.
- Full removal and replacement of bird deterrent systems to ensure cleanliness and state of good repair at the station.

On May 1, 2023, staff issued an Invitation for Bids (IFB). A total of three (3) bids were received:

GRANTVILLE TOD PAINTING IFB		
COMPANY NAME	FIRM Disadvantaged Business Enterprise (DBE)/Small Business (SB) CERTIFICATION	BID AMOUNT
<i>MTS – Independent Cost Estimate (ICE)</i>		<i>\$1,772,810</i>
Prime Painting Contractors Inc.	SB	\$1,330,000
All Source Coatings Inc.	SB	\$1,746,000
U.S National Corp	SB	\$2,293,700

Based on the bids received, and in comparison, with the ICE (\$1,772,810), MTS staff recommends executing the contract, as staff determined that the Prime Painting Contractors, Inc.'s price to be fair and reasonable.

Prime Painting Contractors will be utilizing two (2) subcontractors, Bird Solutions and Optimus Building Co., as detailed further in Attachment C.

Therefore, staff recommends that the MTS Board authorize the CEO to:

- 1) Execute MTS Doc. No. PWL370.0-23 (in substantially the same format as Attachment A), with Prime Painting Contractors Inc. for Grantville Station Painting Improvements in the amount of \$1,330,000;
- 2) Authorize the CEO to execute amendments or change orders up to a 20% contingency (\$266,000) for this construction contract, bringing total expenditure authority to \$1,596,000.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc No.PWL370.0-23
B. Bid Price Form
C. Prime Painting Contractor's Subs



**Metropolitan
Transit
System**

STANDARD CONSTRUCTION AGREEMENT

FOR

MTS DOC. NO. PWL370.0-23

GRANTVILLE TOD PAINTING

THIS AGREEMENT is entered into this _____ day of _____ 2023, 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: PRIME PAINTING CONTRACTORS INC. Address: 17033 GLEDHILL ST.

NORTHRIDGE, CA 91325

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

Email: hq@primepte.net

Telephone: 818-833-8866

Authorized person to sign contracts	<u>Bobby</u>	<u>Tsangaris</u>
	Name	Title

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

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

SCOPE OF WORK

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

GRANTVILLE TOD PAINTING

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



CONTRACT TIME.

Time is of the essence in the performance of the Work. The Work shall be commenced by the date stated in MTS's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **180 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the Contract Time is adequate and reasonable to complete the Work.

CONTRACT PRICE.

MTS shall pay the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of one million three hundred thirty three thousand Dollars (\$ 1,330,000.00). Payment shall be made as set forth in the General Conditions.

PROVISIONS REQUIRED BY LAW.

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

INDEMNIFICATION.

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

PREVAILING WAGES.

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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	PRIME PAINTING CONTRACTORS INC.
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

San Diego Metropolitan Transit System
 Bid Results for Project GRANTVILLE TOD PAINTING (PWL370.0-23)
 Issued on 05/01/2023
 Bid Due on June 06, 2023 2:00 PM (PDT)
 Exported on 06/07/2023

Line Totals (Unit Price * Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Prime Painting Contractors Inc
1	Main Bid		Mobilization		EA	1	\$20,000.00
2	Main Bid		Demobilization		EA	1	\$10,000.00
3	Main Bid		Supervision		LS	1	\$50,000.00
4	Main Bid		Temporary Facilities		LS	1	\$20,000.00
5	Main Bid		Temporary Controls		LS	1	\$20,000.00
6	Main Bid		Surface Preparation		LS	1	\$150,000.00
7	Main Bid		Surface Painting		LS	1	\$570,000.00
8	Main Bid		Elevated work plan (Rolling scaffold, stationary scaffold, man lifts)		LS	1	\$100,000.00
9	Main Bid		Bird Netting/ Bird Spikes/Deterrents		LS	1	\$350,000.00
10	Main Bid		Payment and Performance Bond		LS	1	\$26,700.00
11	Main Bid		Bid Bond		LS	1	\$13,300.00
						Subtotal	\$1,330,000.00
						Total	\$1,330,000.00

[illegible]



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 14

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

July 27, 2023

SUBJECT:

Grantville Transit Oriented Development (TOD) Painting Construction Management Services – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2496-CM01 under MTS Doc. No. G2496.0-21 (in substantially the same format as Attachment A) with AECOM Technical Services (AECOM) for the Grantville TOD Painting Construction Management (CM) Services in the amount of \$190,425.76.

Budget Impact

The total budget for this contract is estimated to be \$190,425.76. This project is funded by MTS Capital Improvement Project (CIP) 2006116301 – Grantville Station Improvements.

DISCUSSION:

In coordination with the new construction of the Affirmed and Greystar residential buildings adjacent to the Grantville Transit Center, MTS will be hiring a construction contractor (Prime Painting Contractors, Inc.) will be used to paint the steel structures at the Grantville station (see Agenda Item 13) (Grantville TOD Painting Project). MTS requires CM services to assist staff with the coordination, control, and oversight of the construction contractor from beginning of the work through completion.

Today's proposed action would issue a work order to AECOM for the CM services related to the Prime Painting Contractors contract. AECOM's tasks will include engineering and field inspections of the painting operation and related services. AECOM will provide field inspections for the entirety of the painting operation to ensure the manufacturer's requirements are adhered to for the complex epoxy coating system.



A&E Consultant Selection Process

On January 11, 2021, the San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call CM Services. The RFSQ resulted in the identification of six (6) firms qualified to perform CM services; the MTS Board of Directors approved this panel of On-Call CM Services firms on July 29, 2021 (AI 16). Tasks are assigned to the firms through a work order process.

MTS sought proposals from the On-Call List firms to provide CM Services for the Grantville TOD Painting Project. MTS evaluated proposals from one (1) CM firm (5 other firms chose not to propose), and after scoring the firm based on the required criteria, AECOM was chosen as the highest qualified.

Ranking	Proposer Name	Total Score
1	AECOM	87

AECOM's proposed amount of \$190,425.76 is deemed to be fair and reasonable in comparison to MTS's Independent Cost Estimate (ICE) at \$192,000.00. No subconsultants will be used on this Work Order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA2496-CM01 under MTS Doc. No. G2496.0-21 (in substantially the same format as Attachment A) with AECOM for the Grantville TOD Painting Construction Management (CM) Services in the amount of \$190,425.76.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order MTS Doc. No. G2496.0-21WOA2496-CM01
B. Scope of Services
C. Negotiated Fee Proposal



Metropolitan Transit System

July 27, 2023

MTS Doc. No. G2496.0-21
Work Order No. WOA2496-CM01

Chris Mockus
Vice President
AECOM Technical Services Inc.
401 W A St.
San Diego, CA 92101

Dear Mr. Starling:

Subject: MTS DOC. NO. G2496.0-21, WOA2496-CM01, GRANTVILLE PAINT, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT

This letter shall serve as our agreement MTS Doc. No. G2496.0-21, WOA2496-CM01, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide construction management and inspection staff for Grantville Station Paint Project, in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

SCHEDULE

The project schedule shall follow the contract for Grantville TOD Construction (PWL370.0-23).

PAYMENT

Payment shall be based on actual costs in the amount not-to-exceed \$190,425.76 without prior written authorization of MTS.



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Tyler Sheldon – Vice President
Jacobs Project Management Co.

Date:

Attachments: A. Scope of Services
B. Negotiated Fee Proposal



**Metropolitan
Transit
System**

ATTACHMENT A

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

SCOPE OF WORK

GRANTVILLE TOD PAINTING CM AND INSPECTION SERVICES

QUALIFICATIONS

Inspectors from the consulting firms, including any proposed sub-consultants, including any proposed sub-consultants, must have least five (5) years' experience in painting, high performance coatings and epoxies, and Occupational Safety and Health Administration OSHA regulations.

I. PROJECT DESCRIPTION

This project includes removing all existing bird netting and deterrents so that structure may be properly prepped/ primed/ and coated. After all painting is complete, all new bird netting/ bird spikes, and bird deterrents are to be installed per plan that contractor will submit as a part of their initial submittal package.

Limited Notice-to-Proceed (LNTP) for the construction contract is expected to be issued in August 2023. Within the period from LNTP to two months after LNTP, the contractor is to transmit specified project submittals, including the baseline schedule and working drawings for long-lead materials. Notice-to-Proceed (NTP) is to be issued one month after LNTP. Construction is to begin at NTP and is specified to be completed within 180 calendar days from NTP.

II. EXPECTED RESULTS

Provide construction management services to manage and administer the construction contract. Services include part-time project controls, field inspection, special inspection, as-needed quality assurance materials testing, and as-needed specialty services. Should project demands exceed the staffing depicted in our revised staffing plan, we will work with MTS' Project Manager to allocate resources as necessary. Services shall be performed in accordance with MTS and SANDAG policies and procedures and under the management of MTS. Key staff shall include:

- Project Manager/ QC inspector

III. SCOPE OF WORK

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents. Work is beholden to certain absolute work windows, meaning that PM/QC inspector will be required to work some nights/ possible weekends.

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

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



1.0 Project Manager/ QC Inspector

- 1.1 Project Manager/ QC inspector will be responsible for monitoring of existing conditions as well as adherence to manufacturer recommendations for application conditions of high-performance coatings.
- 1.2 PM/QC inspector will be responsible for maintaining daily log of all existing and external conditions that are to be submitted to MTS Project Engineer for review on a weekly basis. Daily Log is to include, but is not limited to:
 - Humidity
 - Dew Point
 - Surface temp. of material being coated/recoated
 - Environmental temp.
 - Dry mil readings of any existing coating or any newly applied material to be coated/recoated
 - Wet mil readings of any new material applied that day.
- 1.3 PM/QC Inspector will also be required to ensure that contractor is staying on target with milestones outlined in their submitted and approved work/phasing plan and general project performance management.

IV. PERIOD OF PERFORMANCE

180 calendar days from NTP

V. DELIVERABLES

- a. Inspection reports, inspection daily diaries, in accordance with MTS procedures
- b. Project records in accordance with MTS procedures

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Tasks Schedule

<u>Task</u>	<u>Begin/End Dates</u>
Project management/Coordination/ Inspection Services	Approximately 180 calendar days.

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

1. Project plans, special provisions, and standard specifications
2. Flagging personnel for work alongside MTS right-of-way
3. MTS Roadway Worker training (if necessary) for personnel working alongside MTS right-of-way

VIII. SPECIAL CONDITIONS

Scope of services excludes:

- Labor compliance services for the construction contract
- Any form of contract administration
- Construction staking and surveying
- Hazardous material monitoring and testing services. Services may be performed, as requested by MTS, and as needed, for additional fee
- Construction contractor is responsible for job site safety and safety of transit patrons and general public during construction, including for non-completed work and work in progress
- PM/QC Inspector is required to take on-site readings of existing conditions and as such will be present during off-hours work due to absolute work windows. Those windows include overnight as well as possible weekend work. All other work is to be completed during normal working hours where not otherwise noted.

IX. MTS ACCEPTANCE OF SERVICES:

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors negligence and thus not 100% complete by MTS' Project Manager, Firm shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right

to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Firm shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

X. DEFICIENT WORK PRODUCT:

Throughout the design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

1. Paying applicable delay fees
2. Revising provided documents

At no time will MTS be required to correct any portion of the Firms deficient work product and shall bear no costs or burden associated with Firms deficient performance and/or work product.

XI. DELIVERABLE REQUIREMENTS

Firm will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Firm to any third party.

Firm's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Firm shall maintain backup copies of all data conveyed to MTS.

Firm shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

XII. PREVAILING WAGE

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

Cost Proposal for

CM Services for Grantville TOD Paint Construction RFP #10110760

May 31, 2023

Grantville Station

Work Order Estimate
Summary

MTS Doc. No.	G2496.0-21
Work Order No.	1
Attachment:	B

Work Order Title: GRANTVILLE TOD PAINT CONSTRUCTION

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0700-0270	CM Services for Grantville TOD Paint Construction	\$190,425.76
2			

Totals = \$190,425.76

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1			1,024.0	\$190,425.76
2				
3				
4				
5				

Totals = 1,024.0 \$190,425.76

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
					1,024.0	\$190,425.76

Totals = 1,024.0 \$190,425.76

Work Order Estimate Summary

Total Hours =	1,024	Consultant/Subconsultant: AECOM Technical Services, Inc.	MTS Doc. No.: G2496.0-21
Total Costs =	\$190,425.76	Work Order Title: GRANTVILLE TOD PAINT CONSTRUCTION	Work Order No.: 1
			Attachment: B

[illegible]

Work Order Estimate
Summary

Contract No: G2496.0-21

Task Order No.

Attachment: B

Consultant/ Subconsultant: AECOM Technical Services, Inc.

Work Order Title: GRANTVILLE TOD PAINT CONSTRUCTION

TASKS/WBS (1-5)									
ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3	
				Quantity	Total	Quantity	Total	Quantity	Total
1	Vehicle	MO	\$1,200.00	6	\$7,200.00				
2									
3									
4									
5									
6									
7									
8									
9									
10									
				Subtotal = \$7,200.00		Subtotal =		Subtotal =	

TASKS/WBS (6-10)									
ODC Item	Description								
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Vehicle								
2									
3									
4									
5									
6									
7									
8									
9									
10									
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
		6							
			\$7,200.00						
							</		



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

July 27, 2023

SUBJECT:

Bayside Double Track Imperial Avenue Transit Center (IMT) Construction Management (CM) Services – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM05 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with Kleinfelder Construction Services, Inc., to provide Construction Management (CM) Services for the Bayside Double Track IMT Project in the amount of \$500,027.93.

Budget Impact

The total budget for this project is estimated to be \$500,027.93. This project is funded by the MTS Capital Improvement Project (CIP) 2005108201 – Bayside Double Track IMT.

DISCUSSION:

The Bayside Double Track IMT project includes double-tracking the Green Line at the terminal station located at the 12th & Imperial Transit Center, and includes construction of a new track segment, a single-track connection between the Blue Line and Green Line, and a new double crossover. Once complete, the track layout will provide greater operational flexibility, provide better connections, and allow for tighter Green Line headways during special events such as Comic-Con.

A construction contract for this work was approved by the Board on December 16, 2021 (AI 14) and work began in March 2022. The contract was executed in two phases: the first phase had an expected completion date of September 2023; the second phase has an estimated completion date of July 2024. However, the current Construction Progress Schedule shows the Contractor completing work ahead of schedule in January 2024.

MTS requires CM services to assist staff with the coordination, control and oversight of the construction contractor from beginning of work through completion (collectively “CM Services”).



On December 10, 2020 (AI 13), the Board approved a work order to Kleinfelder Construction Services, Inc. (Kleinfelder) for CM Services related to the Bayside Double Track IMT Project. Under this work order, Kleinfelder is responsible for managing and administering the construction contract. Services include part-time project controls, contract administration, field inspection, special inspection, as-needed quality assurance materials testing, and as-needed specialty services. At that time, Kleinfelder was selected from the MTS-SANDAG as-needed CM services list via a direct award process.

The original on-call master agreement with Kleinfelder has expired. A new on-call master agreement (after a 2021 competitive procurement process overseen by MTS and San Diego Association of Governments (SANDAG)) is now in place. Today's proposed action would approve execution of a new work order with Kleinfelder, under the new master agreement, to continue providing the CM Services through the new completion date for the Bayside Double Track IMT Project, including adding sufficient funding and updating the applicable hourly rates.

This Work Order and amendments issued to Kleinfelder under MTS's prior on-call panel process are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2019-CM07	Original Work Order – CM Services	\$846,751.95	12/10/2020 (AI 13)
WOA2498-CM05	New work order agreement under new CM master agreement for additional CM services.	\$500,027.93	Today's proposed action.
Total			\$1,346,779.88

The price proposal prepared by Kleinfelder was determined to be fair and reasonable as compared to the Independent Cost Estimate (ICE) at \$515,003.80. Subconsultants on this Work Order include: CA Wehsener Engineering, a Small Business (SB), and Destination Enterprises, a Disadvantaged Business Enterprise (DBE).

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. WOA2498-CM05 under MTS Doc. No. G2468.0-21 (in substantially the same format as Attachment A), with Kleinfelder to provide CM Services for the Bayside Double Track IMT Project in the amount of \$500,027.93.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Draft Work Order MTS DOC No. G2498.0-21WOA2498-CM05
B. Scope of Services
C. Negotiated Fee Proposal



Metropolitan Transit System

July 27, 2023

MTS Doc. No. G2498.0-21
Work Order No. WOA2498-CM05

Marc McIntyre
Project/Task Order Manager
Kleinfelder Construction Services, Inc.
5761 Copley Drive Ste.100
San Diego, CA 92101

Dear Mr. McIntyre:

Subject: MTS DOC. NO. G2498.0-21, WOA2498-CM05, BAYSIDE DOUBLE TRACK IMPERIAL AVENUE TRANSIT CENTER (IMT), CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT

This letter shall serve as our agreement MTS Doc. No. G2498.0-21, WOA2498-CM05, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide construction management and inspection staff for IMT Double Track Construction, in accordance with MTS and SANDAG policies and procedures. Please see Attachment A, Scope of Services, for a detailed summary of the services to be provided.

SCHEDULE

The project schedule shall follow contract PWL337.0-21 IMT Double Track Construction.

PAYMENT

Payment shall be based on actual costs in the amount not-to-exceed \$500,027.93 without prior written authorization of MTS

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



Sincerely,

Sharon Cooney
Chief Executive Officer

Accepted:

Mark McIntyre, Project/Task Order Manager
Kleinfelder Construction Services, Inc.

Date:

Attachments: A. Scope of Services
B. Negotiated Fee Proposal

WORK ORDER TITLE: MTS BAYSIDE TERMINAL IMT DOUBLETRACK**I. PROJECT DESCRIPTION**

The Bayside Double Track project consists of a new second track to tie into the existing T-1 track, a new station platform, new overhead catenary system, modifications to the track signal system, relocation of existing pedestrian canopy structures, removal and replacement of asphalt concrete pavement, and other associated improvements. The project site is located south of the 12th and Imperial Avenue Transit Center and is currently occupied by the 12th and Imperial Station and MTS Maintenance Yard A.

II. EXPECTED RESULTS

Provide construction management services to manage and administer the construction contract. Services include part-time project controls, contract administration, field inspection, special inspection, as-needed quality assurance materials testing, and as-needed specialty services. We will endeavor to work within the budget established during negotiations by MTS. Should project demands exceed the staffing depicted in our revised staffing plan, we will work with MTS' Project Manager to allocate resources as necessary. Services shall be performed in accordance with MTS and SANDAG policies and procedures and under the management of MTS. Key staff shall include:

- Project Manager
- Track/Operations Assistant Resident Engineer
- Signal Engineer and Inspector
- Electrical and Communications Inspector
- Overhead Catenary System (OCR) Inspector

III. SCOPE OF WORK

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents.

1.0 Project/Task Order Manager**Project/Task Order Manager (Kleinfelder Construction Services)**

The project manager will provide periodic supervision of the KCS team, manage CM contract budget and schedule, and serve as MTS' point of contact for conduct and performance of KCS CM services. Tasks include:

- Verify that the assigned field personnel are trained in the skills that are needed to manage each task
- Administer personnel action, coordinate personnel matters with MTS' Contract Manager
- Review KCS monthly invoices prior to submission to MTS



2.0 Track and Operations Assistant Resident Engineer (Kleinfelder Construction Services)

- Assistant Resident Engineer will be assigned specifically to this Project and work under the direction of MTS Project Manager
- Perform quality assurance inspection of the work to verify general compliance with the contract documents
- Prepare daily reports noting work description, materials, quantities, pertinent decisions
- Manage the track and operational elements of the project improvements
- Perform inspection on track elements, as well as intermittent inspection for station improvements, utilities, and surface improvements
- Perform up to two source inspection visits, inspections, and documentation for manufacture of the special trackwork, based on MTS direction and authorization
- Regular tasks include:
 - On T&M change orders, keep a daily record of contractor's equipment, labor, and material on Tentative Agreements
 - Obtain regular photo documentation
 - Arrange for material tests for soils, concrete, hot mix asphalt, and other materials incorporated in the work, on an as-needed basis, based on MTS authorization
 - Identify non-compliant work to the Contractor and report to the MTS Project Manager
 - Maintain accounting of daily quantities of contract bid item or change order work performed. Assist MTS Project Manager in reviewing Contractor's Pay App and assist in determining quantities to be included for payment in the monthly progress payment.
 - If observed work does not meet contract or change order requirements, prepare, and submit Non-Conformance Report (NCR) to the MTS Project Manager
 - Attend weekly progress meeting as well as additional meetings as requested by the MTS Project Manager
 - Monitor the construction progress with the approved construction schedule and advise the MTS Project Manager of inconsistencies or non-conformance with critical path activities
- Coordinate construction activities with MTS operations
- Coordinate/verify Contractor's flagging requests with MTS
- Perform submittal reviews for track elements
- Manage and coordinate work windows
- Support MTS Project Manager in management of the construction contract
- Coordinate with Design Team to resolve issues
- Assist with contract administration duties, attend or lead weekly progress meetings, as required
- Work with OE to prepare agenda, RFI and Submittal logs for weekly progress meeting

3.0 Scheduling Engineer (Kleinfelder Construction Services)

- Review and comment on Contractor's CPM baseline schedule and the Contractor's monthly CPM schedule updates
- Perform independent Time-Impact Analysis if necessary
- Analyze and assess project schedule to determine if concurrent delays exist

4.0 Overhead Catenary System (OCS) Inspection and Testing (CA Wehsener/Destination Enterprises)

- Review submittals for OCS elements of the work as requested
- Review OCS phasing, construction work plans, and cutover plans OCS installations
- Perform field inspections for OCS installations, including pole foundations, poles, messenger and contact wire, insulators, disconnect switches, and other OCS devices
- Oversee testing and activation for OCS cutovers
- Perform tasks provided in "Field Inspection Staff"



5.0 Track Signal Engineering and Inspection (CA Wehsener/Destination Enterprises)

- Review submittals for signals elements of the work, as requested
- Review construction work plans and cutover plans for signal installations
- Perform field inspections for signal installations, including conduits, foundations, signal cases, track circuits, switch machines and other signal devices
- Oversee testing for signal installations and cutovers
- Perform tasks provided in “Field Inspection Staff”

6.0 Materials Sampling and Testing (Kleinfelder, Inc.)

Perform material sampling and testing to verify conformance with the plans and specifications. Material testers shall be capable of assisting in all aspects of material testing and source inspection. Sampling and testing frequencies shall be as specified in the contract documents and/or as directed by MTS. Tasks include:

- Perform R-value and relative compaction testing of subgrade materials
- Perform other testing as requested by the Resident Engineer or MTS
- Test reports shall be distributed to the Assistant Resident Engineer. Suspect or failing tests will be reported to the Assistant Resident Engineer as soon as the relevant data or results are available.

IV. PERIOD OF PERFORMANCE

Work period for this continuation of services is estimated to be performed from July 2023 through January 2024, the current anticipated Project completion, per the contractor’s schedule.

V. DELIVERABLES

- Inspection reports, inspection daily diaries, and photo documentation
- Documentation of expenses incurred during travel

VI. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Milestones/Deliverables Schedule

<u>Milestone/Deliverable</u>	<u>Due Date</u>
Inspector Daily Reports	After completion of individual tasks
Photo documentation	After completion of individual tasks
Quantities (if applicable)	After completion of individual tasks

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

- Project plans, special provisions, special trackwork shop drawings, and standard specifications
- Applicable permits
- Traffic Control plans
- Flagging protection for work inside the MTS right-of-way

VIII. SPECIAL CONDITIONS

Scope of services excludes:



- Materials sampling and testing services. Services may be performed, as requested by MTS, and as needed, for additional fee
- Hazardous material monitoring and testing services. Services may be performed, as requested by MTS, and as needed, for additional fee
- Monitoring of construction contractor for job site safety and safety of transit patrons and public during construction period, including for non-completed work and work in progress – contractor responsible for overall job safety. Inspectors will observe site and public safety conditions when on site, and address issues with contractor when observed.

The scope of work shall consist of the following services which will be conducted in accordance with the Master On-call Agreement, the SANDAG Construction Manual, this scope of work, and the contract documents.

IX. MTS ACCEPTANCE OF SERVICES:

Firm shall not be compensated at any time for unauthorized work outside of this Work Order. Firm shall provide notice to MTS' Project Manager upon 100% completion of this Work Order. Within five (5) business days from receipt of notice of Work Order completion, MTS' Project Manager shall review, for acceptance, the 100% completion notice. If Firm provides final service(s) or final work product(s) which are found to be unacceptable due to Firms and/or Firms subcontractors negligence and thus not 100% complete by MTS' Project Manager, Firm shall be required to make revisions to said service(s) and/or work product(s) within the Not to Exceed (NTE) Budget. MTS reserves the right

to withhold payment associated with this Work Order until the Project Manager provides written acceptance for the 100% final completion notice. Moreover, 100% acceptance and final completion will be based on resolution of comments received to the draft documents and delivery of final documentation which shall incorporate all MTS revisions and comments.

Monthly progress payments shall be based on hours performed for each person/classification identified in the attached Fee Schedule and shall at no time exceed the NTE. Firm shall only be compensated for actual performance of services and at no time shall be compensated for services for which MTS does not have an accepted deliverable or written proof and MTS acceptance of services performed.

X. DEFICIENT WORK PRODUCT:

Throughout the design and/or implementation phases associated with the services rendered by the Firm, if MTS finds any work product provided by Firm to be deficient and the deficiently delays any portion of the project, Firm shall bear the full burden of their deficient work and shall be responsible for taking all corrective actions to remedy their deficient work product including but not limited to the following:

- Paying applicable delay fees,
- Revising provided documents,

At no time will MTS be required to correct any portion of the Firms deficient work product and shall bear no costs or burden associated with Firms deficient performance and/or work product.



XI. DELIVERABLE REQUIREMENTS

Firm will be required to submit any and all documentation required by the Scope of Work. The deliverables furnished shall be of a quality acceptable to MTS. The criteria for acceptance shall be a product of neat appearance, well-organized, and procedurally, technically, and grammatically correct. MTS reserves the right to request a change in the format if it doesn't satisfy MTS's needs. All work products will become the property of MTS. MTS reserves the right to disclose any reports or material provided by the Firm to any third party.

Firm shall provide with each task, a work plan showing the deliverables schedule as well as other relevant date needed for Firm's work control, when and as requested by MTS.

Firm's computer data processing and work processing capabilities and data storage should be compatible with Windows compatible PC's, text files readable in Microsoft Word, and standard and customary electronic storage. Firm shall maintain backup copies of all data conveyed to MTS.

Firm shall provide MTS with hard copy or electronic versions of reports and/or other material as requested by MTS.

XII. ADDITIONAL INFORMATION

Prevailing wage

Work Order Estimate Summary

Att.C, AI 15, 07/27/23

MTS Doc. No. **G2498.0-21**
Work Order No. **WOA2498-CM05**
Attachment: **B**

Work Order Title: **IMT Doubletrack Construction Management Services**

Project No: **WOA2498-CM05**

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	\$500,027.93

Totals = **\$500,027.93**

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Project Task Order Management	28.0	\$5,996.08
2	2	Engineering and Inspection Services	2,583.0	\$494,031.85

Totals = **2,611.0** **\$500,027.93**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
			X	Kleinfelder Simon Wong Engineering	1,236.0	\$248,000.67
		X		CA Wehsener Engineering	1,047.0	\$183,197.93
X		X		Destination Enterprises	328.0	\$68,829.33

Totals = **2,611.0** **\$500,027.93**

NOTES

1. Field inspection and materials testing rates have been adjusted as necessary to comply with prevailing wage DIR Determination SD-23-63-3-2021-1D. Rates are calculated using assumed fringe value of \$12/hr. Actual rates are calculated monthly per SANDAG direction.

2. Billing rates included in this cost proposal are based upon the published rate table incorporated into Contract G2498.0-21 and as finalized by SANDAG under Contract 550870

Total Hours =	1,236
Total Costs =	\$248,000.67

Consultant/Subconsultant:	Kleinfelder Construction Services, Inc	MTS Doc. No.:	G2468.0-21
Work Order Title:	#REF!	Work Order No.:	WOA2498-CM05
		Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Michalle Beringhaus Task Order Manager 2023- 2024 rate	Keith Kranda PW Inspector 2023- 2024 Rate	Keith Kranda PW Inspector OT 2023- 2024 Rate	Keith Kranda PW Inspector DT 2023-2024 Rate	Hassan Mustafa Engineering Supervisor 2023- 2024 Rate	Mark Plotnikiewicz Senior Schedule Engineer 2023- 2024 Rate	Total Hours	Totals
				\$ 214.15	\$182.08	\$222.45	\$262.83	\$ 237.94	\$231.07		
1	Task 1	Project / Task Order Management									
		Project / Task Order Management		28						28	\$5,996.08
										0	\$0.00
										0	\$0.00
		Subtotals (Hours) =	N/A	28	0	0	0	0	0	28	\$5,996.08
		Subtotals (Costs) =	\$0.00	\$5,996.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	28	\$5,996.08
2	Task 2	Engineering / Inspection									
		Engineering / Inspection	\$10,396.35	0	1008	72	72	28	28	1,208	\$242,004.59
										0	\$0.00
										0	\$0.00
		Subtotals (Hours) =	N/A	0	1008	72	72	28	28	1,208	\$242,004.59
		Subtotals (Costs) =	\$10,396.35	\$0.00	\$183,535.53	\$16,016.68	\$18,923.68	\$6,662.31	\$6,470.04	1,208	\$242,004.59
		Totals (Summary) =								1,236	\$248,000.67
		Total (Hours) =	N/A	28	1008	72	72	28	28	1236	
		Total (Costs) =	\$10,396.35	\$5,996.08	\$183,535.53	\$16,016.68	\$18,923.68	\$6,662.31	\$6,470.04		\$248,000.67
		Percentage of Total (Hours) =	0%	2%	82%	6%	6%	2%	2%	100%	
		Percentage of Total (Costs) =	4%	2%	74%	6%	8%	3%	3%		100%

Work Order Estimate Summary

Consultant/ Subconsultant: **Kleinfelder Construction Services, Inc**Contract No: **G2468.0-21**Task Order No. **WOA2498-CM05**Work Order Title: **IMT Doubletrack Construction Management Services**Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle	Month	\$1,377.00			7.55	\$10,396.35						
2													
3													
4													
5													
6													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
						\$10,396.35							

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle											7.55	\$10,396.35
2													
3													
4													
5													
6													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												\$10,396.35	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING
ADM 2033 (Rev. 10/23/18)

Determination Number: AD-23-63-3-2021-1D
- Issue Date: August 22, 2021
- Effective Date: September 1, 2021
- Expiration Date : *June 30, 2022

Consultant/Subconsultant Name: KCS
Agreement Number: G2498.0-21
Attachment 2

Date Prepared: 6/13/2023
Page No.: 1 of 1

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) <u>ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]</u>
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) <u>ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]</u>
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	107.82%
OVERTIME			=	107.82%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	107.82%
OVERTIME			=	107.82%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	107.82%
OVERTIME			=	107.82%

FEE	=	8.50%
FCCM	0.10%	

Applicable Delta Base Multiplier (Field/Home)	=	2.25485
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.25485

Name & Work Information		Home / Field / Project Specific Personnel		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total		Applicable DELTA Base = DIR Rate - Employee Base Rate		Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [Add RFQ/RFP Advertisement Date]		% Escalatio n Increase	Actual Hourly Rate	Hourly Range for Class						
				Base Salary			Fringe Benefits	al Base Salary + Fringe Ben			Base Salary			Actual Fringe	Total = Base + Fringe			1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	To									
				Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																			
Keith Kranda PW Inspector 2023-2024 Rate		FIELD																																		
4. Non-Exempt 5. Full Time		Prevailing Wage Work REG SHIFT		\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$80.75	\$121.13	\$161.50	\$12.88	\$93.63	\$134.01	\$174.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182.08	\$222.45	\$262.83	7/1/2023	6/30/2024	2.70%	\$ 80.75	N/A

Work Order Estimate Summary

Total Hours =	1,047
Total Costs =	\$183,197.93

Consultant/Subconsultant: CA Wehsener Engineering

MTS Doc. No.: G2468.0-21

Work Order No.: WOA2498-CM05

Work Order Title: #REF!

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chuck Wehsener - Engineer, Supervising 23/24	Javier Rangel, PW Inspector 23/24 Rate	Javier Rangel, PW Inspector 23/24 OT Rate	Javier Rangel, PW Inspector 23/24 DT Rate	Thomas Wehsener, PW Inspector 23/24 Rate	Thomas Wehsener, PW Inspector 23/24 OT Rate	Thomas Wehsener, PW Inspector 23/24 DT Rate	Total Hours	Totals
				\$ 229.78	\$160.59	\$196.34	\$232.09	\$162.62	\$198.83	\$235.03		
1	Task 1	Project / Task Order Management										
		Project / Task Order Management										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
2	Task 2	Engineering / Inspection		83	540	36	48	268	36	36	1,047	\$183,197.93
		Engineering / Inspection										
		Subtotals (Hours) =	N/A	83	540	36	48	268	36	36	1,047	\$183,197.93
		Subtotals (Costs) =		\$19,071.76	\$86,716.23	\$7,068.08	\$11,140.11	\$43,582.92	\$7,157.75	\$8,461.08	1,047	\$183,197.93
3	Task 3	Materials Sampling and Testing										
		Materials Sampling and Testing										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
	Totals (Summary) =										1,047	\$183,197.93
	Total (Hours) =	N/A		83	540	36	48	268	36	36	1047	
	Total (Costs) =			\$19,071.76	\$86,716.23	\$7,068.08	\$11,140.11	\$43,582.92	\$7,157.75	\$8,461.08		\$183,197.93
	Percentage of Total (Hours) =	N/A		8%	52%	3%	5%	26%	3%	3%	100%	
	Percentage of Total (Costs) =			10%	47%	4%	6%	24%	4%	5%		100%

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING.
ADM 2033 (Rev. 10/23/18)

Determination Number: SD-23-63-3-2021-1D
- Issue Date: August 22, 2021
- Effective Date: September 1, 2021
- Expiration Date : *June 30, 2022

Consultant/Subconsultant Name: CAW
Agreement Number: G2498.0-21
Attachment 2
Date Prepared: 6/13/2023
Page No.: 1 of 1

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *[(1+Field OH) * (1+Fee)]
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 107.00%
OVERTIME				= 106.85%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 107.00%
OVERTIME				= 107.00%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 107.00%
OVERTIME				= 107.00%

FEE	=	8.50%
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FCCM	0.10%
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Applicable Delta Base Multiplier (Field/Home)	=	2.24595
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.24595

Name & Work Information		Home / Field / Project Specific Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate (Add RFO/RFP Advertisement Date)		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class	
			Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefit			Base Salary			Actual Fringe	Total = Base + Fringe			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	To				
			Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																		Straight
Thomas Wehsener - Building Inspection Group 2 PW		FIELD																																
4. Non-Exempt 5. Full Time		Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$72.41	\$108.61	\$144.81	\$30.79	\$103.20	\$139.40	\$175.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162.62	\$198.83	\$235.03	7/1/2023	6/30/2024	2.70%	\$ 72.41	N/A	
Javier Rangel - Building Inspection Group 2 PW		FIELD																																
4. Non-Exempt 5. Full Time		Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$71.50	\$107.25	\$143.00	\$25.68	\$97.18	\$132.93	\$168.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.59	\$196.34	\$232.09	7/1/2023	6/30/2024	2.70%	\$ 71.50	N/A	

Work Order Estimate Summary

Att.C, AI 15, 07/27/23

Consultant/Subconsultant:	Destination Enterprises	Doc. No.:	G2468.0-21
		Work Order No.:	WOA2498-CM05
Work Order Title:	#REF!	Attachment:	B

Total Hours =	
Total Costs =	\$68,829.33

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Mark Crowley PW Inspector 23/24 Rate	Mark Crowley PW Inspector 23/24 OT Rate	Mark Crowley PW Inspector 23/24 DT Rate					Total Hours	Totals
				\$189.34	\$233.09	\$276.84						
1	Task 1	Project / Task Order Management										
		Project / Task Order Management										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
2	Task 2	Engineering / Inspection		256	36	36					328	\$ 66,829.62
		Engineering / Inspection										
			\$1,999.72									\$1,999.72
		Subtotals (Hours) =	N/A	\$48,471.90	\$ 8,391.36	\$ 9,966.36					328	\$68,829.33
		Subtotals (Costs) =										\$68,829.33
3	Task 3	Materials Sampling and Testing										
		Materials Sampling and Testing										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
		Subtotals (Hours) =	N/A									
		Subtotals (Costs) =										
		Totals (Summary) =										\$68,829.33
		Total (Hours) =	N/A	256.00	36.00	36.00					328	
		Total (Costs) =		\$ 48,471.90	\$ 8,391.36	\$ 9,966.36						\$68,829.33
		Percentage of Total (Hours) =	N/A	0%	0%	0%					0%	
		Percentage of Total (Costs) =		3%	70%	12%	14%				97%	100%

Work Order Estimate Summary

Att.C, AI 15, 07/27/23

Consultant/ Subconsultant: **Destination Enterprises**

Contract No: **G2468.0-21**

Task Order No. **WOA2498-CM05**

Work Order Title: **IMT Doubletrack**

Attachment: **B**

TASKS/WBS (1-5)

ODC Item	Description	Unit	Unit Cost	Task 1		Task 2		Task 3		Task 4		Task 5	
				Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Personal Mileage	Mile	\$0.655			3,053	\$1,999.72						
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = **\$1,999.72** Subtotal = Subtotal = Subtotal =

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1												3,053	\$1,999.72
2													
3													
4													
5													
6													
7													
8													
9													
10													

Subtotal = Subtotal = Subtotal = Subtotal = Subtotal = Totals = **\$1,999.72**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING.
ADM 2033 (Rev. 10/23/18)

Determination Number: SD-23-63-3-2021-1D
- Issue Date: August 22, 2021
- Effective Date: September 1, 2021
- Expiration Date : *June 30, 2022

Consultant/Subconsultant Name: Destination
Agreement Number: G2498.0-21
Attachment 2

Date Prepared: 6/13/2023
Page No.: 1 of 1

Loaded Billing Rate Calculations:
Non-Exempt Employee Loaded Billing Rates:
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) <u>ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *(1+Field OH) * (1+Fee)]</u>
Exempt Employee Loaded Billing Rates- Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) <u>ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate)*[(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - 1.5 Base PW Rate) *((1+Field OH) * (1+Fee)]</u>
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy.
Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.
Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) <u>ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0) See example for Bob Marley, line 47 and Alecia Moore, line 65, both Non-Prevailing Wage Work.</u>

Home Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	99.44%
OVERTIME			=	99.44%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	99.44%
OVERTIME			=	99.44%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL			=	99.44%
OVERTIME			=	99.44%

	FEE	=	8.50%
--	-----	---	-------

	FCCM	0.10%
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Applicable Delta Base Multiplier (Field/Home)	=	2.16392
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.16392

Name & Work Information		Home / Field / Project Specific Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate <div>Add RFQ/RFP Advertisement Date</div>		% Escalatio n Increase	Actual Hourly Rate	Hourly Range for Class			
			Base Salary			Fringe Benefits	total Base Salary + Fringe Benefit			Base Salary			Actual Fringe	Total = Base + Fringe												From	To							
			Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT			Straight				1.5 OT	2.0 OT	
Mark Crowley Inspector Grp 2		FIELD																																
4. Non-Exempt 5. Full Time		Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$87.50	\$131.25	\$175.00	\$26.67	\$114.17	\$157.92	\$201.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189.34	\$233.09	\$276.84	7/1/2023	6/30/2024	2.70%	\$ 87.50	N/A

S855533 Rate Schedule

Prime: Kleinfelder Construction Services, Inc.
Subconsultant: Kleinfelder Construction Services, Inc.

FCCM	Home Office Combined Overhead	Field Office Combined Overhead	Fee	Home Office Multiplier	Field Office Multiplier	Escalation	ECI Escalation
0.10%	107.82%	107.82%	8.5%	2.2559	2.2559	2.70%	TBD See Agreement Section VI.A

Note: The hourly rates identified below do not account for prevailing wage work. Both state and federal prevailing wage rates will apply to these Agreements and Consultant shall be responsible to pay, at a minimum, the higher of the applicable state or federal prevailing wage rate. Consultant will be

Contract Classification	Effective Date	Base Hourly Rate	Agreement Execution to June 30, 2022		July 1, 2022 to June 30, 2023		July 1, 2023 to June 30, 2024		July 1, 2024 to June 30, 2025		July 1, 2025 to end of Agreement	
			Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field
Admin I	Agreement Execution	\$21.04	\$47.47	\$47.47	\$48.75	\$48.75	\$50.07	\$50.07				
Admin II	Agreement Execution	\$34.84	\$78.59	\$78.59	\$80.71	\$80.71	\$82.89	\$82.89				
Admin III	Agreement Execution	\$42.00	\$94.75	\$94.75	\$97.31	\$97.31	\$99.93	\$99.93				
Admin, Senior	Agreement Execution	\$50.00	\$112.80	\$112.80	\$115.84	\$115.84	\$118.97	\$118.97				
Contract Manager	Agreement Execution	\$122.31	\$275.91	\$275.91	\$283.36	\$283.36	\$291.01	\$291.01				
Engineer I	Agreement Execution	\$50.72	\$114.41	\$114.41	\$117.50	\$117.50	\$120.67	\$120.67				
Engineer II	Agreement Execution	\$63.00	\$142.12	\$142.12	\$145.96	\$145.96	\$149.90	\$149.90				
Engineer, Associate	Agreement Execution	\$72.00	\$162.43	\$162.43	\$166.81	\$166.81	\$171.32	\$171.32				
Engineer, Senior	Agreement Execution	\$85.00	\$191.75	\$191.75	\$196.93	\$196.93	\$202.25	\$202.25				
Engineer, Supervising	Agreement Execution	\$100.00	\$225.59	\$225.59	\$231.68	\$231.68	\$237.94	\$237.94				
Project Controls I	Agreement Execution	\$34.11	\$76.96	\$76.96	\$79.04	\$79.04	\$81.17	\$81.17				
Project Controls II	Agreement Execution	\$43.64	\$98.44	\$98.44	\$101.10	\$101.10	\$103.83	\$103.83				
Project Controls III	Agreement Execution	\$64.38	\$145.23	\$145.23	\$149.15	\$149.15	\$153.18	\$153.18				
Project Controls, Technical Expert	Agreement Execution	\$88.42	\$199.47	\$199.47	\$204.86	\$204.86	\$210.39	\$210.39				
QA/QC, Technical Expert	Agreement Execution	\$105.00	\$236.87	\$236.87	\$243.27	\$243.27	\$249.84	\$249.84				
Safety Coordinator, Associate	Agreement Execution	\$56.93	\$128.42	\$128.42	\$131.89	\$131.89	\$135.45	\$135.45				
Safety Coordinator, Senior	Agreement Execution	\$75.69	\$170.75	\$170.75	\$175.36	\$175.36	\$180.10	\$180.10				
Safety Coordinator, Technical Expert	Agreement Execution	\$89.90	\$202.81	\$202.81	\$208.28	\$208.28	\$213.91	\$213.91				
Scheduler, Technical Expert	Agreement Execution	\$97.11	\$219.08	\$219.08	\$225.00	\$225.00	\$231.07	\$231.07				
Structural Representative, Senior	Agreement Execution	\$105.00	\$236.87	\$236.87	\$243.27	\$243.27	\$249.84	\$249.84				
Task Order Manager	Agreement Execution	\$90.00	\$203.03	\$203.03	\$208.52	\$208.52	\$214.15	\$214.15				
Technical Expert (Building)	Agreement Execution	\$86.58	\$195.31	\$195.31	\$200.59	\$200.59	\$206.00	\$206.00				
Technical Expert (Claims)	Agreement Execution	\$120.00	\$270.71	\$270.71	\$278.02	\$278.02	\$285.53	\$285.53				
Technical Expert (Other)	Agreement Execution	\$89.90	\$202.81	\$202.81	\$208.28	\$208.28	\$213.91	\$213.91				
Technician, Office I	Agreement Execution	\$34.11	\$76.96	\$76.96	\$79.04	\$79.04	\$81.17	\$81.17				
Technician, Office III	Agreement Execution	\$40.95	\$92.39	\$92.39	\$94.89	\$94.89	\$97.45	\$97.45				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

S855533 Rate Schedule

Prime: Kleinfelder Construction Services, Inc.
Subconsultant: C.A. Wehsener Engineering Inc

Home Office Combined Overhead	Field Office Combined Overhead	Fee	Home Office Multiplier	Field Office Multiplier	Escalation	ECI Escalation
107.00%	107.00%	8.5%	2.24595	2.24595	2.70%	TBD See Agreement Section VI.A

Note: The hourly rates identified below do not account for prevailing wage work. Both state and federal prevailing wage rates will apply to these Agreements and Consultant shall be responsible to pay, at a minimum, the higher of the applicable state or federal prevailing wage rate. Consultant will be

Contract Classification	Effective Date	Base Hourly Rate	Agreement Execution to June 30, 2022		July 1, 2022 to June 30, 2023		July 1, 2023 to June 30, 2024		July 1, 2024 to June 30, 2025		July 1, 2025 to end of Agreement	
			Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field	Loaded Base Hourly Rate - Home	Loaded Base Hourly Rate - Field
Engineer I	Agreement Execution	\$41.08	\$92.26	\$92.26	\$94.75	\$94.75	\$97.31	\$97.31				
Engineer, Supervising	Agreement Execution	\$97.00	\$217.86	\$217.86	\$223.74	\$223.74	\$229.78	\$229.78				
QA/QC, Associate	Agreement Execution	\$68.45	\$153.74	\$153.74	\$157.89	\$157.89	\$162.15	\$162.15				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

Employee Workplan - projections
G2498.0-21 - MTS Grade Crossing and Plant Inspection CM Service
05 - IMT Doubletrack CM Services

											Total
				Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 24	
				Projections	Projections	Projections	Projections	Projections	Projections	Projections	
C.A. Wehsener	Rangel, Javier 01_REG	Electrical Inspector	Hours	100 hrs	100 hrs	80 hrs	68 hrs	64 hrs	64 hrs	64 hrs	540 hrs
			Cost	\$16,059	\$16,059	\$12,847	\$10,920	\$10,277	\$10,277	\$10,277	\$86,716
	Rangel, Javier 02_OT	Electrical Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,356	\$4,712						\$7,068
	Rangel, Javier 03_DT	Electrical Inspector	Hours	12 hrs	36 hrs						48 hrs
			Cost	\$2,785	\$8,355						\$11,140
	Wehsener, Chuck	Engineer Supervisor	Hours	8 hrs	35 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	83 hrs
			Cost	\$1,838	\$8,042	\$1,838	\$1,838	\$1,838	\$1,838	\$1,838	\$19,072
	Wehsener, Tom 01_REG	Electrical Inspector	Hours	60 hrs	60 hrs	52 hrs	24 hrs	24 hrs	24 hrs	24 hrs	268 hrs
			Cost	\$9,757	\$9,757	\$8,456	\$3,903	\$3,903	\$3,903	\$3,903	\$43,583
	Wehsener, Tom 02_OT	Electrical Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,386	\$4,772						\$7,158
	Wehsener, Tom 03_DT	Electrical Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,820	\$5,641						\$8,461
Firm Total			\$38,002	\$57,338	\$23,141	\$16,661	\$16,019	\$16,019	\$16,019	\$183,198	
Destination Enterprises	Crowley, Mark 01_REG	Construction Inspector	Hours	40 hrs	24 hrs	24 hrs	24 hrs	24 hrs	60 hrs	60 hrs	256 hrs
			Cost	\$7,574	\$4,544	\$4,544	\$4,544	\$4,544	\$11,361	\$11,361	\$48,472
			Mileage	\$286	\$286	\$286	\$286	\$286	\$286	\$286	\$2,000
	Crowley, Mark 02_OT	Construction Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$2,797	\$5,594						\$8,391
	Crowley, Mark 03_DT	Construction Inspector	Hours	12 hrs	24 hrs						36 hrs
			Cost	\$3,322	\$6,644						\$9,966
	Firm Total			\$13,979	\$17,068	\$4,830	\$4,830	\$4,830	\$11,646	\$11,646	\$68,829
Kleinfelder - Construction Services	Beringhaus, Michalle	Task Order Manager-Subconsultant Manager	Hours	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	28 hrs
			Cost	\$857	\$857	\$857	\$857	\$857	\$857	\$857	\$5,996
	Kranda, Keith 01_REG	Senior Field Inspector	Hours	160 hrs	184 hrs	128 hrs	142 hrs	130 hrs	128 hrs	136 hrs	1,008 hrs
			Cost	\$29,133	\$33,503	\$23,306	\$25,855	\$23,670	\$23,306	\$24,763	\$183,536
			Truck-Month	\$1,377	\$1,377	\$1,377	\$1,377	\$1,377	\$1,377	\$1,377	\$9,639
	Kranda, Keith 02_OT	Senior Field Inspector	Hours	20 hrs	32 hrs				20 hrs		72 hrs
			Cost	\$4,449	\$7,119				\$4,449		\$16,017
			Truck-Month		\$0				\$0		\$0
	Kranda, Keith 03_DT	Senior Field Inspector	Hours	20 hrs	32 hrs				20 hrs		72 hrs
			Cost	\$5,257	\$8,411				\$5,257		\$18,924
	Mustafa, Hassan	Engineering Supervisor	Hours	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	28 hrs
			Cost	\$952	\$952	\$952	\$952	\$952	\$952	\$952	\$6,662
			Truck-Month	\$33	\$33	\$33	\$33	\$33	\$33	\$33	\$234
	Plotnikiewicz, Mark	Senior Schedule Engineer	Hours	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	4 hrs	28 hrs
			Cost	\$924	\$924	\$924	\$924	\$924	\$924	\$924	\$6,470
			Truck-Month	\$76	\$75	\$75	\$75	\$75	\$75	\$75	\$524
Firm Total			\$43,057	\$53,249	\$27,524	\$30,073	\$27,888	\$37,229	\$28,980	\$248,001	
Contract Total			Hours	492 hrs	635 hrs	304 hrs	278 hrs	262 hrs	336 hrs	304 hrs	2,611 hrs
			Cost	\$93,265	\$125,885	\$53,724	\$49,793	\$46,966	\$63,124	\$54,875	\$487,632
			Truck-Month	\$1,772	\$1,771	\$1,771	\$1,771	\$1,771	\$1,771	\$1,771	\$12,396
	Contract Total			\$95,037	\$127,656	\$55,495	\$51,564	\$48,736	\$64,894	\$56,645	\$500,028



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 7/13/2023

Agenda Item No. 16

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

July 27, 2023

SUBJECT:

Modernization of Stadium Trolley Station Elevator – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-21 to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A) with ABC General Contractor, Inc. (ABCGC) in the amount of \$296,562.53 to modernize the Stadium Trolley Station elevator.

Budget Impact

The total cost for this contract is estimated to be \$296,562.53. 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 \$5,782.97. This project is funded by Operating Budget 380016 - 536500 San Diego Trolley Inc. (SDTI) Facilities.

DISCUSSION:

The Stadium Trolley Station elevator has exceeded its life expectancy. With the opening of the new Snapdragon stadium last fall, the number of events at the stadium station has grown to include concerts, soccer, Lacrosse, and football games, San Diego State University (SDSU) Graduations, and other large scale events. The elevator's operating equipment is over 20 years old, has been deemed obsolete, and the manufacturer is no longer supporting parts. When a part fails, the elevator must be out of service for a number of weeks so the existing part can be repaired. Modernization of the Stadium elevator is therefore necessary. The modernization work includes a new control panel, equipment and upgraded cabling designed for exterior environments. This project is eligible to be performed as a JOC as it is a minor repair and alteration of existing public facilities.

Today's proposed action will issue a work order to ABCGC under the General Civil Construction Services JOC master agreement. Staff has reviewed the pricing for this repair work order and determined it to be fair and reasonable. ABCGC will be providing all materials, labor and equipment for the Modernization of Stadium Trolley Station Elevator. Work is expected to be



completed by February 2024. For this work order, ABCGC will utilize KONE as its subcontractor (as shown in Exhibit C of Attachment A).

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.

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.

On June 13, 2022 (AI 14), after a competitive IFB process, the MTS Board of Directors authorized the CEO to execute MTS Doc. No. PWG347.0-22 with ABCGC for General Civil Construction Services. General Civil Construction Services includes work that primarily consists of repair, remodeling, or other repetitive work civil construction activities, general civil and site improvements (i.e., earthwork, utilities, paving, concrete, drainage, landscaping mitigation, site clearing), and all required incidental professional and technical services.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC347-21 to MTS Doc. No. PWG347.0-22 (in substantially the same format as Attachment A) with ABCGC in the amount \$296,562.53 to modernize the Stadium elevator.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order MTS Doc No. MTSJOC347-21



Metropolitan Transit System

JOB ORDER CONTRACT WORK ORDER

PWG347.0-22

CONTRACT NUMBER

MTSJOC347-21

WORK ORDER NUMBER

THIS AGREEMENT is entered into this _____ day of _____ 2023, 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 AvenueForm of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)San Diego, CA 92113Telephone: 619.937.1010Authorized person to sign contracts: Travis Brozowski President
Name Title

Pursuant to the existing Job Order Contract (MTS Doc. No. PWG347.0-22), 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 \$296,562.53SAN DIEGO METROPOLITAN TRANSIT SYSTEMABC GENERAL CONTRACTOR, INC.By: Sharon Cooney, Chief Executive Officer

Firm: _____

Approved as to form:

By: _____
SignatureBy: Karen Landers, General Counsel

Title: _____



EXHIBIT A (Scope of Work)



Detailed Scope of Work

Job Order Contract

Date: 6/20/2023

To: Dave Czubernat
Project Manager
ABC Construction, Inc.
3120 National Ave
San Diego, Ca 92113
Phone: (619) 239-3428
Fax: (619) 239-6614

From: Thang Nguyen
Sr. Project Manager
San Diego Metropolitan Transit System
1255 Imperial Ave, Suite 900
San Diego, CA 92101
Phone: (619) 557-4560

Project: MTSJOC347-21

MTS Work Order Number: TBD

Title: Modernization of Stadium Elevator

Location: Stadium Elevator

Railroad Protective: ☐ Yes ☒ No

Detailed Scope of Work

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

This work consists of the followings:

- **Elevator / Hydro Mod**
- **Hoistway Equipment:** Keep Existing
- **Driving Equipment:**
- **Smartrise Controller:**
- **Piping Package 2"**
- **Innovation Fixtures**
- **Front and Rear Opening Car Door Equipment**
- **Wiring Package**
- **Entrance/Hoistway Door Equipment:**
- **Cab Interior Upgrade:**

Traffic Control:

It is the Contractor's responsibility to barricade the work area and to prevent pedestrians from entering the job site.

Submittals:

Work Schedule, materials submittal

Work Windows:

Monday-Friday from 6 AM to 4 PM

Durations:

60 calendar days

Thang Nguyen, Systems Engineer

Date

Dave Czubernat, Project Manager

Date



San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, California 92101

Final Scope of Work

Date: 6/26/2023

Job Order Contracting

To:	From:
Contract No:	PWG347.0-22
Job Order No:	MTSJOC347-21
Job Order Title:	Modernization of Stadium Elevator
Location:	Green Line ROW 1255 Imperial Ave San Diego, CA 92101
Brief Scope of Work:	The Stadium elevator has exceeded its life expectancy. Due to many events such as concerts, soccer, Lacrosse, football, SDSU Graduations, etc; this elevator cannot be down during these events. We have had issues with obsolete parts that cannot be replaced. MTS will be working with ABC Construction and subcontractors to modernize the Stadium elevator. This project is eligible to be performed as a JOC as it is a minor repair and alteration of existing public facilities.

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Thang Nguyen, Systems Engineer

Date

EXHIBIT B (Cost Breakdown)

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.
Contract Number: PWG347.0-22
Contract Name: JOC CIVIL CONSTRUCTION SERVICES

Division		Install Total	NPP Total	Demo Total	Division Total
08	Openings	\$32,237.78	\$0.00	\$596.13	\$32,833.91
10	Specialties	\$1,099.50	\$0.00	\$31.32	\$1,130.82
14	Conveying Equipment	\$250,563.76	\$0.00	\$12,034.04	\$262,597.80
Line Count: 12				Proposal Total:	\$296,562.53

The Percentage of Non Pre-Priced on this Proposal: 0.0%

* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

08 Openings								\$32,833.91
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
1	083343000004	Elevator Smoke Guard, 73" Width Housing (Smoke Guard 400)	Installation	3.00	\$9,867.70	EA	1.0890	\$32,237.78
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$547.41	EA	1.0890	\$596.13
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$32,833.91
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10 Specialties								\$1,130.82
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
2	104116000002	Elevator/Lobby, Deep Red Finish, Surface Mount, Fire Department Emergency Key Storage Box (Knox 1403)	Installation	2.00	\$504.82	EA	1.0890	\$1,099.50
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$28.76	EA	1.0890	\$31.32
Includes Labor Yes Includes Equipment Yes Includes Materials Yes								

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$1,130.82
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14 Conveying Equipment								\$262,597.80
Record #	CSI Number	Description	Type	Quantity	Unit Price	UOM	Factor	Line Total
3	140120710007	Elevator Servicing - Hydraulic, Labor Only	Installation	280.00	\$146.22	HR	1.0890	\$44,585.40
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.0890	\$0.00
Includes Labor Yes Includes Equipment No Includes Materials No								

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$44,585.40
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

4	140120710016	Full Load Test for Hydraulic Elevator	Installation	1.00	\$2,167.76	EA	1.0890	\$2,360.69
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$2,360.69
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5	140120710021	Acceptance Test for Hydraulic Elevator	Installation	1.00	\$1,671.75	EA	1.0890	\$1,820.54
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$1,820.54
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6	140120710025	5" Piston Replacement (Hydraulic) Unit Up To 3 Stories (2,000 LB x 50 FPM)	Installation	1.00	\$23,402.03	EA	1.0890	\$25,484.81
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$6,630.31	EA	1.0890	\$7,220.41
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note: Includes replacing existing piston/cylinder, 10 3/4" Sealed PVC, pit channel and buffers.

							Total:	\$32,705.22
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7	140120710051	Car Door Operator With ADA Buzzer, Single Speed Side Slide (GAL)	Installation	1.00	\$5,885.19	EA	1.0890	\$6,408.97
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$1,105.06	EA	1.0890	\$1,203.41
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$7,612.38
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

8	140120710060	Removal And Replacement Of Traveling Cable (4 - #14 AWG, 69 - #18 AWG, 1 Shielded Pair, 2 Co-Axial)	Installation	1.00	\$4,420.21	EA	1.0890	\$4,813.61
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$2,210.10	EA	1.0890	\$2,406.80
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note: Excludes Traveling Cable material. See CSI section 14 01 20 71 0059 for Traveling Cable material.

							Total:	\$7,220.41
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9	140120710063	Cab Wall Coverings (3,500 Lb. Capacity: 6'-8" x 5'-5" Cab), Rigid Stainless Steel - Hang On Panels)	Installation	1.00	\$5,778.29	EA	1.0890	\$6,292.56
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$552.53	EA	1.0890	\$601.71
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$6,894.27
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10	140120710077	Removal And Replacement Of Elevator/Hoistway Doors (Center Opening Door Arrangment), Stainless Steel	Installation	1.00	\$2,666.06	EA	1.0890	\$2,903.34
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$2,903.34
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11	140120710083	Hydraulic Leak Detector And Alarm in Elevator Pit (Stancor Oil Minder - 0.5 HP)	Installation	1.00	\$6,025.53	EA	1.0890	\$6,561.80
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$552.53	EA	1.0890	\$601.71
		Includes Labor Yes	Includes Equipment Yes	Includes Materials Yes				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023

Item Note:

							Total:	\$7,163.51
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* Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved

Proposal Value: \$296,562.53

Approved Date: June 23, 2023

Job Order: MTSJOC347-21

Job Order Name: Modernization of Stadium Elevator

Location: Green Line ROW 1255 Imperial Ave San Diego, CA 92101



Contractor: ABC General Inc.

Contract Number: PWG347.0-22

Contract Name: JOC CIVIL CONSTRUCTION SERVICES

12	142113000004	Electric Traction Freight Elevator, 8,000 LB x 200 FPM	Installation	1.00	\$137,127.68	EA	1.0890	\$149,332.04
Accepted		History: 1.1 Added, 2.0 Accepted	Demo:	1.000000	\$0.00	EA	1.0890	\$0.00
		Includes Labor Yes	Includes Equipment Yes	Includes Materials No				

User Note: Modernization; All work per KONE Inc. Proposal Dated 5/1/2023
(No Material in this line item as it is just modernization)

Item Note:

	Total:	\$149,332.04
Proposal Total:		\$296,562.53
Div	The Percentage of Non Pre-Priced on this Proposal:	0.0%

* Includes Price Changes due to Construction Task Catalog update

EXHIBIT C
(Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave
San Diego, CA 92101

Subcontractor Report

Date: 6/23/2023

Job Order Contracting

Contract #: PWG347.0-22
Job Order #: MTSJOC347-21
Job Order Title: Modernization of Stadium Elevator
Location: Green Line ROW
Contractor: ABC General Inc.
Subcontractor: Kone Inc.

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
Kone Inc. 1821 Tyburn St, Glendale, CA 92104	179166	Electrician		\$239,753.06	80.84%