



Executive Committee Agenda

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Webinar Features:

 Raise Hand	▶	Use the raise hand feature every time you wish to make a public comment.
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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
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Public Comments Made by Phone Only

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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:

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ID de la reunión
en Zoom

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.

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

October 12, 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: 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 September 7, 2023 Executive Committee meeting Minutes.	Approve
DISCUSSION AND REPORT ITEMS		
4.	Ridership Recovery Action Plan (Mark Olson and Quincy Marin)	Informational
5.	Operational Update: Refugees and Asylum Seekers (Sharon Cooney)	Informational
OTHER ITEMS		
6.	Review of Draft October 19, 2023 MTS Board Agenda	
7.	Other Staff Communications and Business	
8.	Committee Member Communications and Other Business	
9.	Next Meeting Date: November 2, 2023 at 9:00 a.m.	
10.	Adjournment	



DRAFT MINUTES
MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
EXECUTIVE COMMITTEE

September 7, 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 9:00 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. Public Comment

Connor Proctor – Representing Ride SD made a verbal statement to the Board during the meeting. Proctor advocated for open payment fares, citing his positive experience in Europe and London.

Leif Gensert – Representing Ride SD made a verbal statement to the Board during the meeting. Gensert shared their agreement and support for the item based on their own experience in London and Portland.

3. Approval of Minutes

Board Member Hall moved to approve the minutes of the July 13, 2023, MTS Executive Committee meeting. Vice Chair Goble seconded the motion, and the vote was 6 to 0 in favor with Board Member Vargas absent.

DISCUSSION ITEMS

4. Project Labor Agreement (PLA) and Monitoring Support Services (Samantha Leslie)

Board Member Leyba-Gonzalez acknowledged a potential conflict of interest and recused himself from participation on this item.

Samantha Leslie, MTS Deputy General Counsel, presented on PLA and Monitoring Support Services. She outlined: the contract background, legal authority, negotiation/summary of PLA, applicability to upcoming PLA construction projects, procurement for PLA monitoring support services, next steps and staff's recommendation.

Public Comment

Cori Schumacher – Provided a verbal statement to the Board during the meeting. Schumacher, a representative of IBEW 569, supported the item and urged the committee to forward a recommendation to the Board. Schumacher stated that PLAs ensured financial, local hire provisions and safety.

Ansermio Estrada – Provided a verbal statement to the Board during the meeting. Estrada, a representative of the San Diego County Building & Construction Trades Council supported the item and urged the committee to forward a recommendation to the Board.

Committee Comment

Vice Chair Goble asked staff to clarify the bidding process for a non-union contractor on a PLA contract. He had questions about the limitation to only onboard three non-union employees from their firm, all other employees would be union workers. Ms. Leslie confirmed that the statement was correct. She expanded that unless the referral request to the union hiring hall was not

completed within the stated 48-hour period, the non-union contractor is then allowed to use an additional core employee. Vice Chair Goble continued to ask for clarification on the contract language section 4.9 for non-union contractors that does not require them to be a union employee. He believed that both provisions created a contradiction since contractors were limited to onboard core employees. Ms. Leslie re-confirmed that there was not a requirement that a non-union contractor must join the union. She added that the intent of the PLA is to use the maximum extent possible of the union labor's dispatch from hiring halls. She added that this was standard language found in many PLAs. Vice Chair Goble asked if the agency was comfortable with the legality of the language. Ms. Leslie replied that this was standard language found in various PLAs and the language as it stood, met the minimum requirements of the program.

Board Member Hall expressed similar concerns about the three-employee limitation and asked how those three non-union employees would be onboarded. Ms. Leslie explained a non-union contractor's first employee could be a non-union core employee, the second employee would then be from the union hiring hall, the third employee would be non-union core employee, the fourth would be union, followed by the final non-union core employee, all subsequent employees would have to be solicited from the union hiring hall unless the hiring hall was unable to provide that amount of needed staff. Board Member Hall asked if the 48-hour requirement applied for each employee. Ms. Leslie added that 30 days before the project it would be required to disclose how many employees and core employees the project needs. The 30-day timeline is meant to reduce the delay in employee designation, prior to the project. She added that a discussion about the anticipated project labor need is conducted between the project labor contractor and union. Board Member Hall stated he was not against union labor, but was rather concerned with the proposed hiring model that could create project delays by only relying on hiring halls for a workforce. He noted that the language required further clarification. Sharon Cooney, MTS Chief Executive Officer, added that the PLA sets expectation requirements during the bidding process, so contractors understand the standards they must comply with. Karen Landers, MTS General Counsel, added that by law, the agency must comply with a separate requirement for a skilled and trained workforce. The number and the qualification for skilled and trained workers has increased under the statute annually, and contractors have stated the difficulty to comply with such requirements. This skilled and trained requirement does not have a way to cure or clear the inability to meet the requirement to continue on with the project. Contractor feedback for the PLA process expressed more contractor support because the project labor agreement offers alternative solutions if the union cannot provide an employee after the 48-hour window. Board Member Hall asked if the union could retroactively offer union employees after the 48-hour period closed. Ms. Landers replied that in practice, this would not happen. Ms. Leslie added that this was a 48-hour strict rule that if the union could not provide an employee with the requested experience, the contractor would be able to designate their core employee. Board Member Hall asked if the Black Contractors Association was involved in the proposed language process. Ms. Leslie replied that they were not involved in the process.

Board Member Montgomery Steppe thanked staff for including exemptions for small businesses and noted that the Black Contractors Associations would benefit from this PLA. Board Member Montgomery Steppe asked about the annual monitoring reporting mechanism noted in the presentation, and if it would be possible for the Board to request additional reporting. Ms. Leslie responded that the agency awards one to three construction projects annually. She clarified that an annual presentation was suggested due to the limited projects that would trigger PLA requirements. She noted that the frequency could be shorter and specific reporting items could also be monitored. Board Member Montgomery Steppe asked that apprenticeships and pre-

apprenticeships, particularly during the local hire requirements, be monitored. She was particularly concerned about deployment and the creation of a continuous employment pipeline aimed to hire locally. She noted a pre-apprenticeship program within District 4 at the educational cultural complex and the importance of such programs to reach folks that may otherwise not know about the opportunities. She asked if staff had any additional comments on apprenticeships that came up during negotiations around pre-apprenticeship and apprenticeship programming. Ms. Leslie added that the provision is meant to have a collaborative process between the Project Labor Coordinator, the Contractor and the Building Trades Union to develop the appropriate outreach. She believed that this portion would depend on the contractor and the length of the project to ensure a steady flow of participation into the programs.

Chair Whitburn asked about the contractors' comments that facilitated compliance with state regulations. He asked if both union and non-union contractors were part of the discussion. Ms. Landers explained that the agency invited all contractors that had recently performed million dollar or more projects to the agency that are able to complete projects for the agency, to understand their potential concerns. Ms. Leslie confirmed that there were both union and non-union contractors. He asked if they were comfortable with the proposed agreement. Ms. Leslie confirmed that they were. Chair Whitburn asked Carol Kim, with the San Diego County Building & Construction Trades Council, if the current question and answer portion of the committee conversation was consistent with her understanding of the agreement. Ms. Kim confirmed it was.

Board Member Montgomery Steppe asked for pre-apprenticeship and apprenticeship programs to include existing contractors' relationships. Ms. Leslie added that as part of the PLA requirement, contractors would have to work towards such programs. She added that the PLA Monitoring Support Services would help participate in conversations and coordination to assure that current contractors are part of the process.

Vice Chair Goble noted that the language was not clear that after the 48-hour window, core employees can assume job security for the remainder of the project. He asked that language be added to include that assurance. Ms. Kim stated that if the union hall is not able to meet the 48-hour dispatch requirement, then the core employees are able to be employed for the remainder of the scope of the contract. The union hall does not retroactively remove the core employee. Ms. Cooney asked the MTS Legal team if they believed that the language was explicit in the agreement to protect the 48-hour window. Ms. Leslie noted that there were not any exceptions to the rule and it does not state that the employee can be removed after the window closes, and believed the language was clear as it was written. Vice Chair Goble would like to clarify the interpretation uncertainty and suggested the language change. Ms. Landers added that the agency could have additional discussions with the San Diego County Building & Construction Trades Council to potentially add further clarifying language.

Action Taken

Chair Whitburn moved to forward a recommendation to the Board of Directors to: 1) Authorize the CEO to execute the negotiated PLA between MTS and Building Trades; and 2) Authorize the CEO to award and execute MTS Doc. No. G2540.0-22 with TSG Enterprises, Inc. dba The Solis Group, a DBE, for PLA Monitoring Support Services for a three (3) year base period with two (2) optional 1-year extensions in the amount of \$1,593,484.02; and 3) Authorize the CEO to exercise the options in MTS Doc. No. G2540.0-22 at their discretion; and 4) Direct staff to revisit the 48-hour stipulation for additional clarifying language with the San Diego County Building & Construction Trades Council and incorporate potential language changes to the Board. Board

Member Montgomery Steppe seconded the motion, and the motion passed with 3 in favor (Chair Whitburn, Board Member Montgomery Steppe, Board Member Moreno) and 2 opposed (Board Member Hall and Vice Chair Goble), with Board Member Leyba-Gonzalez recused and Board Member Vargas absent.

5. Sorrento Valley Coaster Connection Service Update (Denis Desmond)

Denis Desmond, MTS Director of Planning, presented on the Sorrento Valley Coaster Connection Service (SVCC) update. He outlined the following information: service background, current services, ridership, performance and next steps.

Committee Comment

Vice Chair Goble asked if Paratransit services could continue to be accessible. Mr. Desmond replied that the requirement for MTS Access is contingent on the service area of operations. He acknowledged various other routes that allow Access Service to run in that region; however, there would be small parts of the area that would not be covered once this route was removed. Vice Chair Goble voiced concern that Paratransit riders would not have service as a result of the discontinuation of the service. Mr. Desmond assured the Committee that MTS did not show high or frequent ridership demand on Access for this area.

Board Member Moreno asked how much funding the agency has spent on this service. Mr. Denis replied that in past years, the agency has spent as much as \$1 million dollars on the service. He noted that the historical reduction of service over the years ultimately reduced cost. Board Member Moreno asked that staff bring the total amount of service cost to the Board. Ms. Cooney added that the vehicles have a 7-year lifespan and that cost would have to be incorporated. Board Member Moreno supported the discontinuation of service that was not supported by ridership or equity concerns. She thanked staff for their re-assessment of the service and expressed relief that the agency did not invest in a gondola capital project at the Sorrento Valley station that had been proposed in previous years. She noted her previous request for similar service at the Cross Border Express (CBX), but that the facility would have to pay for the service. She found it disheartening that the SVCC funding could have been servicing the riders that use CBX. She asked staff to explore minibuses service connections to connect high demand locations to the trolley system, such as CBX.

Action Taken

Informational item only. No action taken.

6. Spring Street Station Transit-Oriented Development (Karen Landers and Sean Myott)

Ms. Landers and Sean Myott, MTS Manager of Real Estate Assets, presented on Spring Street Station Transit-Oriented Development. They presented on: Spring Street site, Spring Street affordable housing, parking, additional amenities and next steps.

Public Comment

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA expressed appreciation for the addition of a restroom to the project. They did not support the reduction of parking spaces at the site.

Committee Comment

Board Member Hall asked if the parking spaces could be dual use for residents and riders. Ms. Landers stated that the site developer (Affirmed) did not express concerns about limited residential parking. Ms. Landers noted that, in order to preserve the transit parking for riders, the ground lease agreement says that Affirmed cannot assume that residents will be entitled to use the transit parking. Ms. Landers anticipated the developer will adopt some type of restriction to limit residents from on transit parking spaces.

Vice Chair Goble asked about the assessment of anticipated parking needs. Ms. Landers noted that the 63-number allotment was a one-day parking study performed in July of 2021 by the developer. The Parking Study assessed a need of 159 spaces through several day counts. Mr. Desmond added that the 2035 model was the travel demand model from SANDAG, so data from the 2021 Regional Plan data is incorporated into the assessment, this plan envisioned a vast expansion of transit. That expansion vision increased the number of people using transit stations and the number of estimated parking spaces. Vice Chair Goble suggested the agency look to other TOD sites as parking model benchmarks. Ms. Landers added that staff can present on the data when the item is slated for the Board. She stated that a similar project to the site would be the TOD at the 62nd Street Station, and staff would have to report back on the parking ratio since all other project are in permitting stages. Unfortunately, the agency does not have active sites to make such comparisons, she added that the developer was confident that they would not have an issue renting the units without an assigned parking space.

Board Member Moreno acknowledged that her priority was ridership growth and was excited to see the parking study data be presented. She believed the report would assist in those efforts and expressed support for the item.

Action Taken

Informational item only. No action taken.

7. Real Estate and Joint Development Program Status Update (Sean Myott and Karen Landers)

Mr. Myott and Ms. Landers presented on Real Estate and Joint Development Program Status Update. They outlined: TOD sites within the City of San Diego including Grantville, Rancho Bernardo, 12th and Imperial, Beyer Boulevard, Palm Avenue, TOD sites within South Bay including, E Street, TOD sites within East County including El Cajon TOD, Spring Street, MTS real estate transactions benefiting TOD, development program and publicly available data.

Public Comment

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA did not support the TOD program due to cost, small living spaces, amenity accessibility and artificial intelligence.

Leif Gensert – Representing Ride SD made a verbal statement to the Board during the meeting. Gensert supported the TOD Programs and was in favor of high-density housing.

Committee Comment

Vice Chair Goble asked about the Grantville Transit Station and the parking capacity prior to construction. Ms. Landers added that the capacity declined by 50% with a dirt lot available for football games, which was not incorporated into the “before” capacity count. Vice Chair Goble questioned why there was parking reduction at a site like Grantville, but an increase at Spring

Street. Ms. Cooney added that the land acquisition accommodated to parking and several other needs. Ms. Landers explained that in 2018, the agency acquired parking data through monthly parking counts. She noted that Grantville used parking counts as a baseline, but has not used data to project for the future with some spaces leased out to a neighboring school. The Palm Avenue site was more difficult because the monthly parking counts at the station increased during the pandemic. Now the study allows the agency to project future counts through the parking study. Vice Chair Goble summarized that at some transit-oriented sites, the agency is replacing the current need and at others, there is projected demand. He asked staff how they determine what site assumed either methodology. Ms. Landers replied that various nuances such as connections, population density and parking study data created site dependent determinations.

Board Member Moreno thanked staff for the consolidated presentation.

Chair Whitburn thanked staff for the holistic presentation and looked forward to housing future transit riders.

Action Taken

Informational item only. No action taken.

8. Clean Transit Advancement Campus (CTAC) Update (Karen Landers and Denis Desmond)

Ms. Landers and Mr. Desmond presented an update on the Clean Transit Advancement Campus (CTAC). They outlined: project overview, MTS's preferred site, CEQA and Title VI, National Environmental Policy Act (NEPA) and current project standing.

Public Comment

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA expressed concern for the health hazards that electric vehicle charging centers and potential radiation could affect workers, nearby residents and passengers. They expressed concerns for lithium battery fire safety.

Committee Comment

Board Member Montgomery Steppe acknowledged that community feedback has been taken into consideration on the project. She thanked constituents for their participation and involvement. She was encouraged that the project is intentional about the community benefits.

Action Taken

Informational item only. No action taken.

OTHER ITEMS

9. Review of Draft September 14, 2023 Board Agenda

Recommended Consent Items

3. Approval of Minutes

Action would approve the July 27, 2023 Board of Directors meeting minutes.

4. Investment Report – Quarter Ending June 30, 2023

- 5. Fiscal Year (FY) 2022-2023 and FY 2023-2024 California Senate Bill (SB) 1 State of Good Repair Funding**
Action would approve Resolution No. 23-10 in order to: 1) Authorize the use of, and application for, \$5,272,017 in FY 2023-24 State of Good Repair (SGR) funding to be used for the SD100 Light Rail Vehicle (LRV) Replacement Project; 2) Approve the acceptance of additional FY 2023-24 SB1-SGR funding if made available to MTS; and 3) Approve the reprogramming of FY 2022-23 SB1 SGR funding in the amount of \$5,095,907 to the FY24 Bus Procurement Project as approved in the FY 2024 Capital Improvement Program (CIP).
- 6. Policy 44: MTS Travel Expense – Policy Revision**
Action would 1) Approve the proposed revisions to MTS Board Policy No. 44, “MTS Travel Expense Policy” (Attachment A, B); 2) Authorize the Chief Executive Officer (CEO) to modify MTS Board Policy No. 44, “MTS Travel Expense Policy” Attachment A, B, C, D, E and F as necessary to reflect changes in annual IRS mileage reimbursement rates and IRS determinations of High Cost Localities, and to make minor changes to document design or formatting; and 3) Repeal MTS Board Policy No. 29, “Attendance at Transit-Related Conferences” (Attachment C);
- 7. Grantville Transit Center Hardscape and Landscape Improvements – Work Order Agreement**
Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC347-05 under Job Order Contract (JOC) MTS Doc. No. PWG347.0-22 with ABC General Contracting, Inc. (ABCGC), in the amount of \$968,743.63, for rehabilitating the hardscape and landscape currently present at the Grantville Transit Center.
- 8. Grantville Transit-Oriented Development (TOD) Painting – Contract Award**
Action would authorize the Chief Executive Officer (CEO) to: 1) Rescind the award and direction to execute MTS Doc. No. PWL370.0-23 to Prime Painting Contractors Inc. for Grantville Station Painting Improvements, approved by Agenda Item No. 13 at the July 27, 2023 MTS Board of Directors Meeting; 2) Execute MTS Doc. No. PWL370.0-23 , with All Source Coatings Inc., a certified Small Business, for the Grantville Station Painting Improvements in the amount of \$1,746,000.00; and 3) Authorize the CEO to execute amendments or change orders up to a 20% contingency (\$349,200) for this construction contract, bringing total expenditure authority to \$2,095,200.00.
- 9. San Diego State University (SDSU) Tunnel Smoke Control Upgrades – Sole Source Contract Award**
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL378.0-24, a Sole Source agreement, with Drake Integrations LLC (Drake Integrations), for provision of Smoke Control Upgrades at the SDSU tunnel, for a five (5) year period, in the amount of \$299,000.
- 10. Construction Management (CM) Services for South Bay Zero Emission Bus (ZEB) Overhead (OH) Charging Infrastructure Installation – Work Order Amendment**

Action would 1) Ratify Work Order WOA2501-CM01.2 under MTS Doc No. G2501.0-21 with TRC Engineers, Inc. (TRC) totaling \$40,305.00, to provide additional survey and inspection staff; 2) Ratify Work Order WOA2501-CM01.3 under MTS Doc No. G2501.0-21 with TRC totaling a savings adjustment of \$6,942.44, for the revision of the estimated work hours for each task; and 3) Authorize the Chief Executive Officer (CEO) to execute Work Order WOA2501-CM01.4 under MTS Doc. No. G2501.0-21, with TRC, for additional CM services for the ZEB OH Charging Infrastructure Construction Project in the amount of \$421,142.48.

11. PRONTO Fare Collection System – Contract Amendment

Action would authorize the Chief Executive Officer (CEO) to execute Amendment 17 to MTS Doc. No. G2091.0-18 with Innovations in Transportation, Inc. (INIT), for Open Payment and Inspection App Solution, in the amount of \$1,224,387.98.

12. Municipal Separate Storm Sewer System (MS4) Support and As-Needed Best Management Practices (BMP) Repair and Consulting Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc No. PWG367.0-23, with WSP USA (WSP), in the amount of \$1,079,270.68 for a period of five (5) years to provide MTS support and as-needed repair and consulting services related to Phase II MS4 General Order.

13. Light Rail Vehicle (LRV) Tire Kits - Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1648.0-23 with Penn Machine, in the amount of \$5,142,681.23 for LRV Tire Kits.

14. Mobile Column Lifts – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1643.0-23, with Southwest Lift & Equipment, Inc., a Small Business (SB) in the amount of \$182,382.56 for mobile column lifts.

15. Tenable Software Renewal Service – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2748.0-23, with Data Impressions Technology Group, in the amount of \$368,725.00, for a period of three (3) years for the provision of Tenable Software subscriptions.

16. Legal Services – Tort Liability – Contract Award

Action would 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2782.0-24 with Kahana & Feld, LLP (Kahana & Feld) to provide legal services through December 31, 2026 in the amount of \$677,725; and 2) Authorize the CEO to execute MTS Doc. G2783.0-24 with McDougal Boehmer Foley Lyon Mitchell & Erickson (McDougal) to provide legal services through December 31, 2026 in the amount of \$677,725.

17. On-Call Marketing and Communication Services – Contract Award

Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. G2719.0-23, with Nuffer, Smith, Tucker, Inc. (Nuffer, Smith, Tucker), a Small

Business (SB), for On-Call Marketing and Communication Services for a three (3) base year period in the amount of \$1,217,060, plus three (3) 1-year options in the amount of \$1,264,880 for a total contract amount of \$2,481,940; and 2) Exercise the option years at the CEO's discretion.

18. Clean Transit Advancement Campus (CTAC), Advanced Planning Services – Work Order Amendment

Action would 1) Ratify Work Order WOA353-AE-20, under MTS Doc No. PWL353.0-22, with Dokken Engineering (Dokken), in the amount of \$37,323.27 for design services to perform a Phase II Environmental Site Assessment (ESA); and 2) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment WOA353-AE-20.01, under MTS Doc No. PWL353.0-22, with Dokken, in the amount of \$1,238,671.08 to provide advanced planning services for a new MTS bus maintenance facility for the Clean Transit Advancement Campus (CTAC) Project, formally known as Division 6.

19. Communications (Comm) Cabinets HVAC Maintenance - Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG365.0-23 with Comfort Mechanical, a Small Business (SB), at \$889,846, for HVAC preventative maintenance and inspection services for comm cabinets.

Network Equipment Refresh – Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2736.0-23 with Saitech Inc. (Saitech), a Minority Owned Business (MBE), for the purchase of network equipment, in the amount of \$845,296.21.

South Bay Maintenance Facility (SBMF) Building 3620 Roofing Reolacement – Work Order Agreement

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC324-35 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21, with ABC General Contractor, Inc. (ABCGC), in the amount of \$193,236.34 for replacing the roofing at Building 3620 at the SBF. 22.

20. Additional Staffing – One (1) PRONTO Support Specialist and three (3) Call/Service Center Representatives

Action would authorize the Chief Executive Officer (CEO) to add one (1) PRONTO Support Specialist and three (3) Call/Service Center Representatives to the position tables previously approved in the Fiscal Year 2024 budget.

21. Rail Welding Services – Work Order Agreement

Ms. Cooney noted that agenda item number 11 would be removed from the consent calendar and incorporated into the recommendation during a Board discussion item. Ms. Landers also noted the addition of an agenda item that included non-substantive policy changes.

Zack Dedazio Farrell – Representing Ride SD submitted a written statement to the Board prior to the meeting.

Manny Rodriguez – Provided a verbal statement to the Board during the meeting. Rodriguez supported the approval of item 11 and explained the benefits to tourism and first-time transit riders.

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA expressed dissatisfaction with the amount of public commenting time in proportion to the amount of consent items.

10. Other Staff Communications and Business

There was no Other Staff Communications and Business discussion.

11. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

12. Next Meeting Date

The next Executive Committee meeting is scheduled for October 12, 2023, at 9:00 a.m.

13. Adjournment

The meeting was adjourned at 9:00 a.m..

Chairperson
San Diego Metropolitan Transit System

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>September 7, 2023</u>	CALL TO ORDER (TIME):	<u>9:00 am</u>
RECESS:	_____	RECONVENE:	_____
CLOSED SESSION:	_____	RECONVENE:	_____
PUBLIC HEARING:	_____	RECONVENE:	_____
ORDINANCES ADOPTED:	_____	ADJOURN:	<u>10:56am</u>

REPRESENTING	BOARD MEMBER	ALTERNATE	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
Chair	Whitburn <input checked="" type="checkbox"/>	No Alternate <input type="checkbox"/>	9:00am	10:56am
City of San Diego	Elo-Rivera <input type="checkbox"/>	Montgomery Steppe <input checked="" type="checkbox"/>	9:00am	10:56am
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"/>	9:00am	10:56am
SANDAG Transportation Committee	Moreno <input checked="" type="checkbox"/>	Bush <input type="checkbox"/>	9:00am	10:56am
South Bay	Bush <input type="checkbox"/>	Leyba- Gonzalez <input checked="" type="checkbox"/>	9:00am	10:56am
Vice Chair	Goble <input checked="" type="checkbox"/>	No Alternate <input type="checkbox"/>	9:00am	10:56am

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



Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 12, 2023

SUBJECT:

Ridership Recovery Action Plan (Mark Olson and Quincy Marin)

INFORMATIONAL ONLY

Budget Impact

None with this item.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) is entering a new phase of ridership recovery as the agency continues to build back revenue and ridership lost due to the pandemic.

Over the previous year, the agency has been focusing on research projects such as the Social Equity Listening Tour, Public Safety Focus Group study, and the Customer Satisfaction Survey.

Offering a better customer experience was a primary theme that developed from the research. Using this information, staff has identified dozens of projects that can assist with ridership recovery and improve the customer experience including service increases, expanding security visibility, enhancing cleaning protocols, offering better communication, improving fare technology and more.

To fund these improvements, MTS is aided by federal and state resources that were allocated to help recover ridership lost due to the pandemic.

As MTS implements system improvements over the next three years, it is critical that the agency effectively communicate these improvements to San Diego residents.

To this end, the MTS Marketing & Communications team is planning to implement a 2-3-year marketing campaign to support system improvements being implemented by various MTS departments that cater to making the experience of riding transit better.

With a focus on the customer experience, MTS can not only tout improvements to attract new riders, but improve the day-to-day experience for current riders, building brand loyalty and



helping them become ambassadors for MTS service. It is also an opportunity to regather as an agency in the post-pandemic era, and recommit to a shared vision and goal ahead, empowering employees to join the effort to improve the riding experience and bolster the MTS brand.

Staff will provide the Executive Committee with a summary of this 2-3-year campaign, including objectives, target audiences, messaging, timelines and deliverables.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

RIDERSHIP RECOVERY ACTION PLAN

AI No. 4, 10/12/2023



Executive Committee Meeting



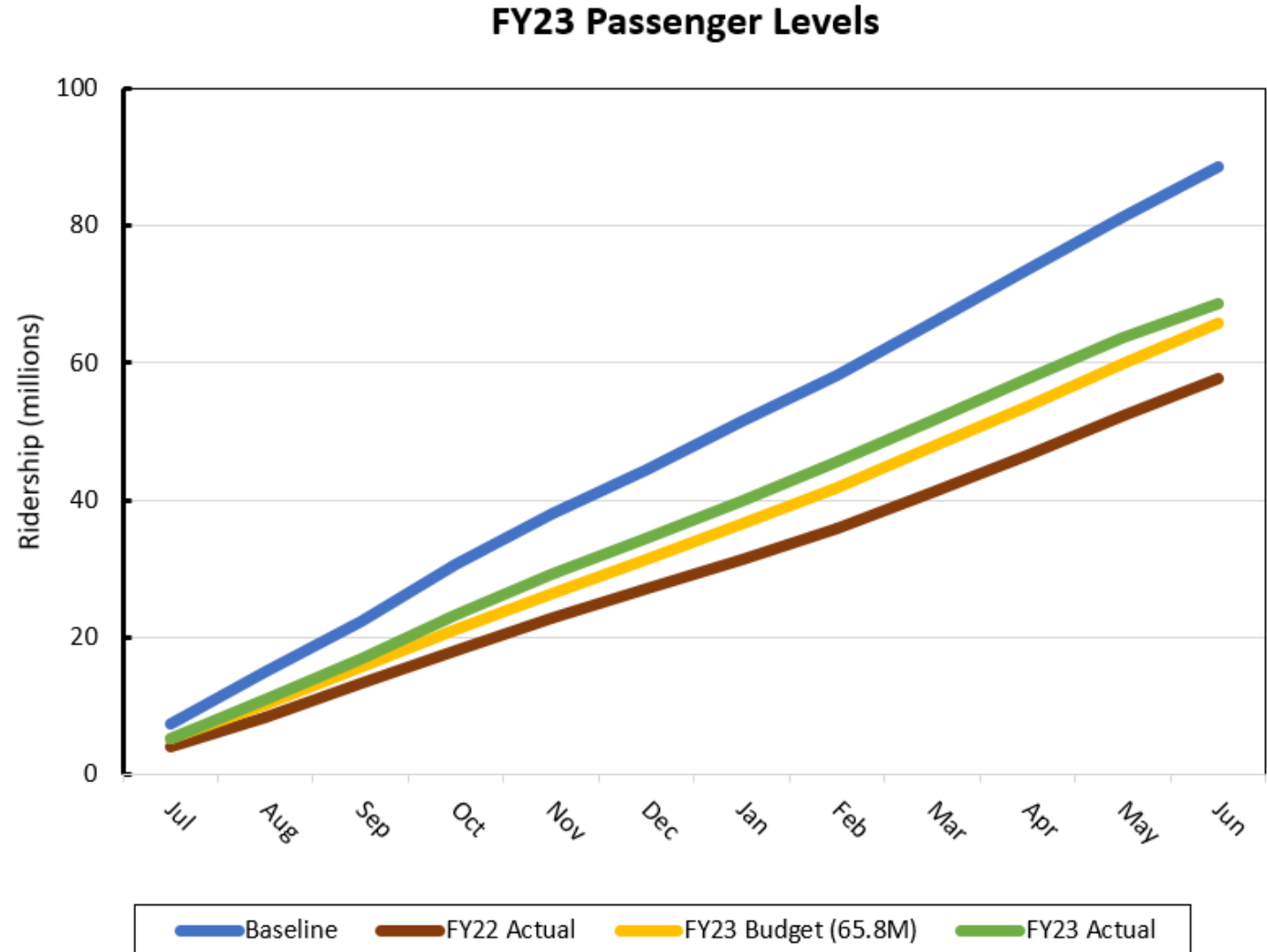
Presentation Outline



- **Ridership Update**
- **Special Events**
- **Upcoming 3-Year Marketing Campaign Overview**

Ridership

68.5 million
passenger trips
in FY 2023



Ridership

FY 2023	BUS	TROLLEY	ACCESS	TOTAL	Compared to FY22
Jul	2,444,313	2,842,151	18,089	5,304,553	28%
Aug	2,711,921	2,977,100	20,370	5,709,391	33%
Sep	2,823,907	3,031,006	20,467	5,875,380	20%
Oct	3,201,149	3,252,478	22,744	6,476,371	38%
Nov	2,810,775	2,923,976	21,208	5,755,959	24%
Dec	2,479,821	2,760,552	20,538	5,260,911	20%
Jan	2,701,010	2,880,089	21,981	5,603,080	32%
Feb	2,737,097	2,813,615	21,833	5,572,545	25%
Mar	2,856,194	3,114,516	25,437	5,996,147	12%
Apr	2,955,225	3,146,998	22,554	6,124,777	12%
May	2,616,232	3,226,093	20,731	5,863,056	2%
Jun	1,876,697	3,075,343	13,710	4,965,750	-6%
TOTAL	32,214,341	36,043,917	249,662	68,507,920	19%

Special Events

MTS has provided extra service for more than 300 special events since March 2022

Recent Snapdragon Success:

- 9/27 – Coldplay, 8,100 fans
- 9/28 – Coldplay, 7,600 fans
- 10/1 – Guns N' Roses, 4,700 fans
- 10/3 – Pink, 8,200 fans



Free Ride Day Wednesday, October 4 , 2023



- 281,000 trips taken on MTS services
- Near pre-pandemic weekday average
- 10% increase in ridership over current daily average
- 5.7% increase over Free Ride Day 2022

Ridership Momentum



Week of Sept 25:

- Averaged 256K passengers
- 91% of pre-pandemic average (283K)
- Highest total since March 6, 2020

Helped by:

- UC San Diego back in session
- Coldplay concerts
- La Mesa Oktoberfest
 - Orange Line Ridership jumped from 16K to 18K on Oktoberfest Saturday

What's Next for Ridership Recovery?



Two Important Recent Developments

1. **Research** to inform decisions
2. **Funding** to implement system improvements

Research



2022

- Customer Satisfaction Survey

2023

- Social Equity Listening Tour
- Security Focus Groups
- MTS employee focus groups

2024

- Customer Satisfaction Survey
- Former rider/non-rider surveying

Funding



- Fare Revenue
- Local, State, Federal sources
- Federal COVID stimulus funding

- SB 125 – State Transportation Funding
 - MTS to receive approximately \$284 million over four fiscal years
 - High-level spending discussion at BDC on Sept. 13

Campaign Development



Aided by ongoing research and anticipated funding, MTS has identified 30+ projects in various stages of development in the following categories:

- Communications
- Safety
- Cleanliness
- Service Levels

The MTS Marketing Department used this information to begin the creative process of developing a 2-3 marketing campaign focused on the customer experience.

Campaign Questions



- How can we reconnect with former riders and attract new riders?
- How do we capitalize on the identified improvements over the next 2-3 years to yield positive ridership and revenue results?
- How can we use this time of transition to help redefine and reshape how people view MTS and our service?

Campaign Summary



With a focus on the customer experience, MTS can:

- Tout improvements to attract new riders
- Improve the day-to-day riding experience
- Build brand loyalty

It's also an opportunity to:

- Regather as an agency, internally
- Recommit ourselves to a shared vision and goal ahead
- Empower employees to join the effort to improve the rider experience and bolster the MTS brand.

Campaign Objectives



1. Create awareness that the MTS experience is better, now.
2. Increase Ridership.

Target Audiences



**Male & Female:
25-55 years old**

Existing Riders:

- Values having MTS service
- Has had negative past experiences with MTS

Former Riders:

- Familiar with MTS and services, prior to 2020
- Values having MTS as an option
- Has the choice to use other transportation options
- Had negative past experiences with MTS that influenced the decision to stop riding.

Non-Riders:

- Feels pride and connection to the San Diego community
- Understands that a state-of-the-art transit system is an important part of elevating the regional community
- Financially secure so they are not transit dependent
- May have misperceptions about transit: difficult to ride, unsafe, doesn't go anywhere they might want to go.



Now
Better
Transit

Messaging



Key message: Now, Better Transit.

The big idea is **MTS vs MTS.**

Transit is better today than it was “before”. We are competing against an outdated perception of transit that isn’t keeping up with our innovations and updates.

Messages we will communicate:

- Reintroduction of MTS.
- What’s changed and improved.
- Focus on what is being happening right now. Not the past or future.



Campaign Voice

MTS voice – 1st person

We are changing, for you, our riders, right now.

- Intelligent and quick.
- No nonsense, straight to the point, easy to understand and take in short ideas.
- In longer format opportunities, incorporate story telling narrative.

Creative Direction



The Campaign introduction video **CONCEPT**



Creative Direction



Now
Better
Transit

Immediate Projects:

Brand awareness of recent changes MTS has made that speak to rider concerns.



Rapid 227 

Otay Mesa to Imperial Beach
New Service begins
October 15



 Now Better Transit

Learn More >



Creative Direction



Upcoming Projects:

As projects come online, we will continue brand awareness and expand reach of audience.



Phase 1 – (Re)Introduction



Now
Better
Transit

Timeline:
January - April

Audience:
Current riders

Strategy: Focus on brand awareness. Develop curiosity of improvements and pride in transit system. Use reintroduction video, dedicated webpage as central elements.

“Now” Projects:

- January service changes, Rapid 227
- System Cleanliness

Marketing Mix:

- MTS advertising inventory – shelters, wraps, station activations, banners to drive ridership to webpage, rider engagement, etc.



Phase 2 – Engagement



Timeline:
May - Aug

Audience:
Former riders
Non-riders

Strategy: Transition focus to former/non riders. Develop assertive calls to action. Capitalize on special events. Use research to focus in on best messaging/audiences.

“Now” Projects:

- PRONTO open payment option launches, security number consolidation, June service changes, SB 125 improvements

Marketing Mix:

- Digital advertising spend, continue using MTS advertising inventory, event partnerships



Phase 3 – Momentum



Now
Better
Transit

Timeline:
Sept - Dec

Audience:
Former riders
Non-riders

Strategy: Build on the previous two phases and package together all the improvements over the past nine months into a full campaign effort. Continued research of target audiences.

“Now” Projects:

- SB 125 funding efforts, service enhancements, technology improvements

Marketing Mix:

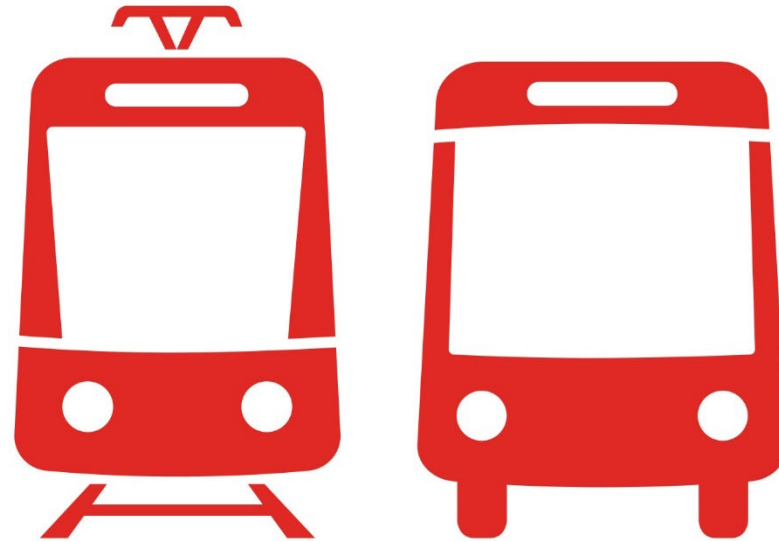
- Significant investment in this phase in both out-of-home, digital, broadcast and print, etc.
- Broadcast media commercial run



RIDERSHIP RECOVERY ACTION PLAN



Thank you!





Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

October 12, 2023

SUBJECT:

Operational Update: Refugees and Asylum Seekers (Sharon Cooney)

INFORMATIONAL ONLY

Budget Impact

None with this item.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) has been supporting the region's efforts in assisting refugees and asylum seekers. The Iris Avenue Transit Center has been a primary drop-off location for individuals to access assistance from various non-governmental organizations. MTS will provide a report regarding the operational response provided to assist in these efforts.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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





**Metropolitan
Transit
System**

Board of Directors

Agenda

October 19, 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 September 14, 2023 Board of Director meeting minutes.	Approve
4.	Mid-Coast Bridges – Property Insurance Action would authorize the Chief Executive Officer (CEO) to purchase stand-alone Engineered Risk Property insurance coverage for the MTS Mid-Coast bridges with Chubb, effective November 1, 2023 through March 31, 2025, for a total premium of \$334,274.00 with a \$100,000,000.00 per occurrence property damage sub-limit and a coverage deductible of \$1,000,000.00.	Approve
5.	Variable Message Signs (VMS) Displays Procurement – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2687.0-23 (in substantially the same format as Attachment A), with Global Display Solutions, Inc. (GDS) for the purchase of VMS displays, for five (5) years, in the amount of \$6,681,992.78.	Approve
6.	Operations Budget Status Report for August 2023	Informational



7. **For-Hire Vehicle Regulation Agreement with City of Oceanside – Memorandum of Understanding (MOU)** Approve

Action would 1) Authorize the Chief Executive Officer (CEO) to enter into an agreement for For-Hire Vehicle Regulation with the City of Oceanside (in substantially the same format as in Attachment A); 2) Adopt the proposed revisions to MTS Board Policy No. 34, For-Hire Vehicle Services (Attachment B); and 3) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance (Attachment C); and 4) Upon adoption of the proposed amendments, authorize the CEO the discretion to enforce MTS Ordinance No. 11 in its amended form.
8. **Imperial Avenue Division (IAD) Generator Upgrades – Contract Award** Approve
9. **El Cajon Third Track Construction Management Services – Work Order Amendment** Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2498-CM02.01 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A) with Kleinfelder Construction Services Inc. (Kleinfelder) for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 Construction Management (CM) Services in the amount of \$498,790.77.
10. **Orange Line Improvement Project - Phase 2 – Work Order Amendment** Approve

Action would 1) Ratify Work Order Amendment No. WOA356-AE-06.01 under MTS Doc No. PWL356.0-22 (Attachment A) with Pacific Rail Enterprises, Inc. (PRE), a Disadvantaged Business Enterprise (DBE) totaling \$25,250.30, for additional survey services along rail on curves #4 #5 and #8; 2) Ratify Work Order Amendment No. WOA356-AE-06.02 under MTS Doc No. PWL356.0-22 (Attachment B) with PRE for the reallocation of hours and funds totaling \$36,537.46 from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits; and 3) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA356-AE-06.03 under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment C), with PRE, in the amount of \$2,533,199.09 to prepare plans, specifications, and estimate (PS&E) for Phase 2 Orange Line Improvement Project.
11. **South Bay Zero Emission Bus (ZEB) Overhead (OH) Charging Infrastructure Construction – Change Order** Approve
12. **Actuarial Services for San Diego Transit Corporation (SDTC) Pension Plan – Contract Award** Approve

Action would 1) Execute MTS Doc. No. G2734.0-23 (in substantially the same format as Attachment A), with Cheiron, Inc. (Cheiron), for Actuarial Services for the SDTC Pension Plan for a five (5) year base period in the amount of \$313,700.00 plus five (5) 1-year options in the amount of \$356,900.00 for a

total contract amount of \$670,600.00; and 2) Exercise the option years at the CEO's discretion.

13. **Fuel Card Services for Non-Revenue Vehicles, Machinery and Equipment – Contract Award** Approve
Action would 1) Execute MTS Doc. No. G2752.0-23 (in substantially the same format as Attachment A), with Cardlock Fuel System, LLC, dba SC Fuels, for the purchase of Fuel Card Services and Pass-Through Fuel Costs for Non-Revenue Vehicles, Machinery and Equipment, for five (5) base years and two (2) option years, for a total of seven (7) years, in an estimated amount of \$2,335,408.26; and 2) Exercise the option years at the CEO's discretion.
14. **Drug and Alcohol Testing and Administration Services – Contract Award** Approve
Action would 1) Execute MTS Doc. No. G2757.0-23 (in substantially the same format as Attachment A), with Drug Testing Network Inc. (Drug Testing Network), for Drug and Alcohol Collection, Testing, and Administration Services for a five (5) year base period with five (5) 1-year options for a total cost of \$1,036,516.00; and 2) Exercise the option years at the CEO's discretion.
15. **Track Geometry Testing Services – Contract Award** Approve
Action would 1) Execute MTS L1645.0-23, (in substantially the same format as Attachment A) with Holland, L.P. (Holland) for the provision of track geometry testing for five (5) base years with one (1), three (3)-year option, for a total of \$379,458.00; and 2) Exercise the option years at the CEO's discretion.
16. **Imperial Avenue Division (IAD) Underground Storage Tanks (UST) Removal – Contract Award** Approve
Action would 1) Execute MTS Doc. No. PWB376.0-23 (in substantially the same format as Attachment A), with Western Pump Inc., for IAD UST Removal in the amount of \$2,209,593.92; and 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$331,439.09) for this construction contract, bringing total expenditure authority to \$2,541,033.01.
17. **Uninterruptible Power Supply (UPS) Maintenance and Information Technology (IT) Asset Inventory Assessment Report – Contract Amendment** Approve
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2009.6-17 (in substantially the same format as Attachment A), with Schneider Electric IT Corporation (Schneider), increasing the contract value in the amount of \$177,593.00, bringing the contract total to \$1,595,856.76.

PUBLIC HEARING

18. **SVCC Service Change** Approve

DISCUSSION AND REPORT ITEMS

19. Spring Street TOD DDA

20. Annual Grants Administration Report

Informational

21. SB 125 Guidelines

Informational

OTHER ITEMS

Informational

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.

CLOSED SESSION

26. CTAC

Possible
Action

ADJOURNMENT

27. Next Meeting Date

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

28. Adjournment



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 4

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

October 19, 2023

SUBJECT:

Mid-Coast Bridges – Property Insurance

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to purchase stand-alone Engineered Risk Property insurance coverage for the MTS Mid-Coast bridges with Chubb, effective November 1, 2023 through March 31, 2025, for a total premium of \$334,274.00 with a \$100,000,000.00 per occurrence property damage sub-limit and a coverage deductible of \$1,000,000.00.

Budget Impact

The total cost for this contract is estimated to be \$334,274.00. The contract will be funded by Operating Budget 633016 - 562240 - San Diego Trolley Inc. (SDTI). The premium would be split between fiscal years 2024 and 2025 as follows:

PROPERTY PREMIUM ESTIMATED FISCAL YEAR (FY) SPLIT			
Policy Period: 11/1/2023 - 03/31/25			
Agency	FY 24	FY 25	Total Premium
SDTI	\$157,305.00	\$176,969.00	\$334,274.00

DISCUSSION:

As part of the transition of all Mid-Coast property and infrastructure to MTS ownership, MTS staff attempted to add the 12 bridges that have been constructed as part of the Mid-Coast project to this year's existing property program with PRISM. PRISM declined to provide coverage for the new bridges/guideways, stating bridges are now outside of their underwriting guidelines. They have been willing to continue covering the bridges that have historically been covered under the Program, but are not able to add new bridge exposure. In order to honor the insurance language in the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan agreement, staff began working with our broker, Alliant Insurance Services, to secure options to



cover the 12 Mid-Coast bridges on a standalone basis outside of the PRISM Program. A quote was received from Chubb, a market leader specializing in this type of coverage.

The quote is for “all-risk” property coverage, with certain perils specifically excluded by the policy. Some of the perils excluded under this policy include earthquake; corrosion; decay; normal settling; shrinking; faulty workmanship and error; omission or deficiency in design; pollution; war risk; and nuclear radiation. These perils listed do not include every peril or property specifically excluded; however, they are examples of the types of losses that would not be covered. Terrorism Risk Insurance Act coverage is available for purchase and included in the quoted premium.

MTS and its entities have traditionally elected not to purchase optional earthquake coverage as the terms and conditions primarily support real estate damage caused by an earthquake event with high deductibles. The coverage would not support the majority of MTS’s infrastructure and guideways.

The proposed policy carries an all-risk limit of \$100 million, which applies to perils for any one occurrence. Under the proposal, the following occurrence-based deductibles would apply: (1) \$1 million for real property.

Since the latter part of Calendar Year (CY) 2019, the property market has experienced significant hardening resulting in considerable premium increases to all property insurance buyers in both the public and private sectors.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to purchase stand-alone Engineered Risk Property insurance coverage for the MTS Mid-Coast bridges with Chubb, effective November 1, 2023 through March 31, 2025, for a total premium of \$334,274.00 with a \$100,000,000.00 per occurrence property damage sub-limit and a coverage deductible of \$1,000,000.00.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment:



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Variable Message Signs (VMS) Displays Procurement – 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. G2687.0-23 (in substantially the same format as Attachment A), with Global Display Solutions, Inc. (GDS) for the purchase of VMS displays, for five (5) years, in the amount of \$6,681,992.78.

Budget Impact

The total cost of this contract is estimated to be \$6,681,992.78, inclusive of all applicable taxes and shipping, as shown in Attachment C. This project is funded by the Transit and Intercity Rail Capital Program (TIRCP) award – 2005119501- Orange Line Rail Signal Project and Capital Improvement Program (CIP) – 2007118701 Blue/Green Line VMS.

DISCUSSION:

VMS displays play a critical role in providing MTS riders with live-update next train arrival information, along with any public announcement information regarding MTS systems updates. They are found along MTS's three trolley routes, the Orange Line, Green Line and Blue Line and at certain bus stations. Many of these units are nearing the end of their useful life and are ready for replacement. The brand/type of sign installed at each location depends on the specific project:

- The Orange Line, Green Line and Blue Line stations currently have Daktronics signs. The Daktronics VMS displays have exceeded their life expectancy and are no longer supported by the manufacturer.
- The Mid Coast Line has Nanov displays which were installed in November 2021 and would be scheduled for replacement at the latter end of the contract.
- The South Bay Bus Rapid Station (BRT) station has Nanov displays which were installed in 2018 and currently have reached the 5 years end of life, which will require replacement.
- The I-15 BRT has both Daktronics and Keyser displays, and both have reached the 5 years end of life.
- The Superloop has a smaller Daktronics display, which will need to be replaced soon.



MTS has experienced a lot of problems with the existing displays. The summer heat has caused a lot of signage to go down due to the extreme weather and the chromebox computer inside each VMS display could not handle the temperature swings, causing them to fail. In addition, there are a lot of moving parts such as fans, filters, and other components that can fail at any time. Lastly, some VMS displays have been vandalized and the screens broken which has taken a long time to repair, or for replacement parts to come in. For some of the older signs, the repair parts are no longer available. MTS is looking to standardize the system to one type of display for ease of operations and ease of maintenance.

On November 18, 2022 MTS issued a Request for Proposals (RFP) to purchase one type of VMS display that will standardize the system. Four proposals were received by the due date of January 27, 2023 from:

Firm Name	Firm Address	Firm Certification
Daktronics	Brookings, SD 57006	N/A
GDS	Global Display Solutions (GDS) Inc	N/A
Nanov Display Inc. (Nanov)	Miami, FL 33131	N/A
Solotech U.S. Corporation	Sun Valley, CA 91352	N/A

All proposals were deemed responsive and responsible.

On February 9, 2023 a selection committee consisting of representatives from MTS Finance, Information Technology and Capital Projects met and scored the proposals based on the following criteria:

- | | |
|--|-------------|
| 1. Qualifications of the Firm or Individual | 20% |
| 2. Staffing, Organization, and Management Plan | 15% |
| 3. Work Plan | 35% |
| 4. Cost | 30% |
| | <u>100%</u> |

The following table represents the proposer's costs, scores and rankings following the initial evaluations:

Proposer	Cost (excluding tax)	Cost Score	Technical Score	Total	Ranking
Nanov	\$6,770,938.50	17.51	57.33	74.84	1
GDS	\$6,478,881.50	18.30	56.33	74.63	2
Daktronics	\$3,952,642.20	30.00	41.67	71.67	3
Solotech	\$11,186,318.22	10.60	41.00	51.60	4

Per the RFP, short-listed proposers would be invited to MTS for interviews and demonstrations of the proposed units. Proposals would then be rescored after the meeting. Based on the above scores, the evaluation team shortlisted Nanov and GDS and invited them for demonstrations in early March 2023. On March 16, 2023 the evaluation team evaluated and rescored the interviews and demonstrations.

The table below shows the revised scores and new ranking:

Proposer	Cost (excluding tax)	Cost Score	Technical Score	Total	Ranking
GDS	\$6,478,881.50	30.00	59.67	89.67	1
Nanov	\$6,770,938.50	28.71	48.33	77.04	2

After reviewing both proposals, GDS's proposed units were deemed to be more superior with a full-outdoor screen, embedded PC, IP65+ rated chassis enclosure, direct-sunlight readable, passive thermally managed without any moving parts (i.e. fans and filters), optically bonded to provide vandal protection and superior viewability, designed for fast and easy field services, and security locked enclosures. They have been deployed in various transit agencies such as Chicago Transit Authority (CTA), Washington Metropolitan Area Transit Authority (WMATA) and Sound Transit. At this point the evaluation panel determined that discussions would continue with GDS only. Subsequent discussions resulted in revised costs.

The cost summary is shown below. After interviews and negotiations, Attachment C shows the final detailed cost of \$6,697,199.00 which staff deems to be fair and reasonable.

	Amount including delivery charges	Tax on VMS displays only	Total
Initial proposal	\$6,478,881.50	\$466,847.83	\$6,945,729.33
Revised proposal	\$6,344,536.80	\$456,436.12	\$6,800,972.92
Final proposal	\$6,234,840.60	\$447,152.18	\$6,681,992.78

Because of continued vandalism and failing signs, MTS will order more VMS displays during the earlier part of the contract. This is a 5 year contract with different quantities ordered each year. GDS currently has a 6-month lead time due to the COVID-19 backlog on technology related components that go in the VMS displays. Future wait times should decrease with the backlog reduction. Early orders will ensure we receive the signs on time to cover spares, replacements and failures.

On July 27, 2023 (AI 8), the MTS Board approved Work Order No. WOA355-AE-17 with Psomas, MTS's Architectural and Engineering contractor, for the design phase of the Orange/Blue/Green Lines VMS project. Because of varying factors such as space availability 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. The intent of this Work Order is for Psomas to review the proposed GDS units and perform on-site review of the existing sign supports, power and network connections. Psomas will then prepare plans, specifications, and estimate (PS&E) for integration of GDS units to the existing sign supports and information network in the installation phase. The cost schedule in Attachment C reflects estimated replacement timeline by bus route and rail line.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2687.0-23 (in substantially the same format as Attachment A), with GDS for the purchase of VMS displays, for five (5) years, in the amount of \$6,681,992.78.

/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. G2687.0-23
B. Scope of Work
C. Costs

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2687.0-23
VARIABLE MESSAGE SIGNS**

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: <u>Global Display Solutions, Inc.</u>	Address: <u>5217 28th Avenue</u>
	<u>Rockford IL 61109</u>
	City State Zip
Form of Corporation	
Business: _____	
(Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>c.hamman@gds.com</u>
Telephone: <u>760-707-7379</u>	
Authorized person to sign contracts	<u>Robert Heise</u> <u>EVP/GM North America</u>
	Name Title

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

The contract term is for a five year period effective November 1, 2023 through October 31, 2028.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$6,681,992.78 without the express written consent of MTS.

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

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. INTRODUCTION

MTS is looking for qualified and experienced firms to propose new VMS displays to replace the current existing signs. This is a procurement and delivery only solicitation. Installation services will be solicited separately. The proposed signs should last at least 10 years and meet the specifications shown under the Scope of Work. The replacements will be in different phases, and will be based on funding availability.

5.2. BACKGROUND

MTS is a public transit service that provides Bus and Trolley Services around San Diego County.

Trolley stations: MTS services three trolley routes: the Orange Line, Green Line and Blue Line. The Midcoast Line is a new extension of the Blue Line that stretches the trolley service North from Old Town to University Towne Center (UTC) in La Jolla, with VMS's recently installed.

The Orange Line, Green Line and Blue Line stations currently have Daktronics signs. The Daktronics VMS displays have exceeded their life expectancy.

The Mid-Coast line currently has Nanov displays, which were installed in November 2021. In the Cost Proposal Template (Attachment 1), these replacements are shown under options, as a future order, that MTS may place at its sole discretion.

Additional information on the MTS trolley lines is found here: <https://www.sdmts.com/transit-services/trolley>.

Bus stations: The South Bay Bus Rapid Station (BRT) station has Nanov displays which were installed in 2018. The I-15 BRT is using both Daktronics and Keyser display. The Superloop is currently using a smaller Daktronics display.

In the Cost Proposal Template (Attachment 1), the BRT stations replacements are shown under options, that MTS may place at its sole discretion.

Additional information on the MTS BRT is found here <https://www.sdmts.com/transit-services/rapid-bus-service>.

5.3. SCOPE OF WORK

A. GENERAL

A double-sided Liquid Crystal Display (LCD) VMS display assembly shall be furnished, Factory Acceptance Testing (FAT) tested, Site Acceptance Testing (SAT) tested, and integration tested as provided in the project plans and/or contract documents. The VMS display assembly shall be designed to have two mounting points on the top of the housing to match exactly with the VMS Pole mounting points, and shall include top hinged doors to allow for front-access maintenance of each LED screen independently.

The VMS display assembly shall include all electronic components, cabling/wiring, housings, processors, software, and warranty necessary for an environmentally-hardened, fully

operational, centrally-managed LED VMS display assembly as required herein. Manufacturing of the VMS display assembly shall be RoHS compliant.

Bid shall include the following information:

- i. VMS manufacturer's specification sheet
- ii. VMS manufacturer's safety certification—Underwriters Laboratories certification (UL48, cUL, or CSA) is acceptable.

B. LED DISPLAY MONITORS

Each VMS display assembly shall include two commercial grade display monitors, both displays provided shall be a high-definition, high-brightness, 42 "forty-two" -inch diagonal, flat panel, LED backlit LCD display monitors suitable for 7 days per week, 24 hours per day continuous operation.

The provided display monitors shall conform to the following display parameters:

- i. Global Display Solution MIDAS XL 42" Stretch LCD:
 - Dimensions (W x H x D): 43.5 x 17.2 x 9.9 in
 - Weight: 260lbs
 - Brightness: 1500 cd/m²
 - Wattage: 290W (Max) – single sided, 480W (Max) -double-sided
 - Temperature: -25C to 45C
 - Finish: Black Powdercoat, Sable Black
 - Resolution: 1920px x 480 px
 - Operating System: Ubuntu v22.04
 - Internal PC: Fanless Intel Celeron EMX-TGLP 6305E (Spec Below)
- ii. Each display shall have the following requirements:
 - Inputs: LVDS(Parent Display), HDMI (Child Display); ; RS-232C; Ethernet; LTE Modem
 - Environmental Temperature Range: - 25C to +45C
 - Environmental Humidity Range: 20% to 80%
 - Power Input: 120V @60Hz
 - Sign Controls: UL879 or Equivalent Safety Certification Required

Each display shall include an AC power supply, rated for 100 - 240 V ~ (+/- 10%), 50/60 Hz. Maximum power draw of each display shall not exceed 395W, with a typical operational power draw of 220W. . The video displays shall include sensors to auto adjust brightness of the display according to the ambient lighting conditions in accordance with California CBC 11B-703.8.13. The ambient light sensor for each screen shall be positioned facing in the same direction as the monitor which they control.

The furnished display shall be designed for indoor/outdoor operations capable of operating in direct sunlight and screen contents must be visible and readable in all varying ambient lighting conditions.

Individual display monitors require an operation lifetime of not less than five (5) years of continuous operation to half-life.

No outdoor televisions (displays with digital tuners) or TV panels will be accepted.

C. EMBEDDED COMPUTER

Images and video streams to each display will be via a commercial grade embedded computer capable of output to two video displays.

Each computer shall provide the following wireless connectivity:

- i. CPU: **EMX-TGLP Celeron 6305E**
- ii. RAM: 8 GB
- iii. Storage: 128GB
- iv. OS: Linux Ubuntu

Each computer shall be high heat rated, with an operating temperature up to 140° F.

D. CABLING

All cabling shall be commercial grade, outdoor rated cabling. External communications and power cabling shall be routed internal to the VMS Support Structure, by others, and into to the VMS display assembly through one of two access holes in the top of the housing.

E. DISPLAY HOUSING

The VMS display assembly housing shall provide adequate measures to prevent and minimize the extent of damage caused by vandalism, shall be vandal-proof, and shall have tamper-resistant security fasteners to prevent vandalism.

Housing shall accommodate all the display equipment, computers, cabling, power, and environmental control equipment. The outside of the furnished housing shall be manufactured shall be weather-proof steel, with a powder coated black finish as directed by MTS. Internal bracing, stiffeners, and equipment mounts shall be spot or tack welded internal to the housing. Internal welds shall not be visible from the exterior of the housing. All corners, edges, and holes shall be free of burrs and sharp edges.

Housing shall conform to the following:

- i. Maximum Dimensions (W x H x D) per display side: 64" x 18.5" x 10.5" or 48.54" x 30.25 x 13" (not inclusive of doors) 46.54" x 30.25 x 15.8" (inclusive of doors)
- ii. Display Maximum Weight with all components installed: 150 LBS
- iii. Mounting: Ceiling mount, M14x25L Screws (8 or more)
- iv. Heating, Ventilation, and Air Circulation (HVAC) Automated system for heating and cooling
- v. Radiation Compliance: Must have FCC part 15 / ICES-003 Class B Rating
- vi. Cable Entry: Fully sealed to protect all connections

F. DOORS

The display housing shall have two, lockable, top hinged doors that provide access to the displays and the internal components of the VMS Assembly. Each door, independent of the other, shall be locked at two points at the bottom of the housing. Each door shall have a front opening mechanism for easy maintenance and shall open upwards. Through use of two kickstands and two gas struts, on either side, the doors shall be held open to allow for service on the interior of the assembly. The housing shall be gasketed such that when the doors are closed the seam between the doors and housing shall be watertight.

Each door shall be protected by tempered glass. Each glass panel shall be approximately 0.25 inches thick and be clamped to the exterior door. The glass surface against both the door, and internal clamps, shall be gasketed to provide a weatherproof and watertight seal.

The installed glass shall be anti-reflective to provide clear viewing of the display without visual distortion; while also reducing UV transmission to the interior of the assembly by greater than 98%.

G. MOUNTINGS

The housing manufacturer shall provide internal mountings for all components of the VMS display assembly. The provided mountings shall be spot or tack welded to the interior of the display housing and shall be sized to fit each individual component of the assembly. Mountings to be provided as follow:

- i. 2 – Display Panels, swing-out mounting brackets (2 per video display);
- ii. 4 – Gas Struts (2 per swing-out mounting bracket to hold monitor in open position during maintenance);
- iii. 1 – Embedded Computer;
- iv. 2 – Fan Mounts, recessed to the interior of the housing with fan guard screen

H. ENVIRONMENTAL

Display housing must have a minimum IP 65 rating or better. Manufacturer shall provide all compliance testing of the VMS Assembly. All gaskets shall be foam rubber seals. The installed seals, and their adhesive backing, shall be rated for operating environment temperature and humidity defined above.

Louvers on the vertical sides of the display housing shall protect against insect entry.

I. POWER

Power conductor cabling routed to the VMS display assembly shall be routed to, and terminated within the outlet boxes.

J. SAFETY COMPLIANCE

VMS display assembly shall be UL48 (for electric message signs) compliant. The following certification and test report shall be provided by the manufacturer:

- i. Dielectric voltage withstand test
- ii. Glass impact test
- iii. Rain test
- iv. Leakage current test
- v. Bond impedance test
- vi. Input test
- vii. Lock rotor test
- viii. Abnormal operation test
- ix. Maximum output voltage test
- x. Maximum output current and power test

Individual components shall meet the following compliance requirements:

- i. LCD Panel: UL 60695
- ii. Sign Controller: UL 879
- iii. Computer: UL E216813
- iv. Glass Impact Protection Rating: IK 48 or similar

K. Security Requirements

Secure Protocols

- i. Hardware and system utilize secure communication protocols in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-171, Revision 2 and any subsequent updates or revisions.

Secure Access Control

- i. Hardware and system leverage access control measures to protect against unauthorized access to systems and data in accordance with NIST Special Publication 800-171, Revision 2 and any subsequent updates or revisions.
- ii. Access controls shall include, but not be limited to, user authentication, authorization, and auditing mechanisms.

Operating System (OS) Hardening

- i. OS hardening procedures on all systems and devices, in compliance with NIST Special Publication 800-171, Revision 2 and any subsequent updates or revisions.
- ii. OS hardening shall involve, but not be limited to, the removal of unnecessary services, disabling unnecessary accounts, ability to apply security patches in a

Documentation

- i. Hardware and system shall come with detailed documentation

L. VMS DISPLAY ASSEMBLY CONTROLS

At a minimum, the following controls shall be provided, and operate either remotely (via internet), locally, and from a hand-held remote-control unit communicating with sensors:

- i. Control internal temperature using fan speed
- ii. Adjust screen brightness

- iii. Screen power on/off
- iv. Computer power on/off
- v. Analog-Digital board on/off
- vi. Optional diagnostic sensor to detect when pixels have not changed on the screen
- vii. Sensor Diagnostic Logs
- viii. Remote access to the computers Operating System

Control Screen Display:

- i. Build for Next Train Arrival templates, which will show the next train information, passenger loads, and allow for alerts/messages to be displayed.
- ii. Need simple UI/UX to build templates
- iii. Need the ability to change or toggle templates to show full screen alerts.

Ability to consume multiple data sources (APIs):

- i. All the information will be consumed via an API.
- ii. Need API that can consume APIs, Web Services, and MicroServices, including:
 - Trolley Stop ID information (<http://realtime.sdmts.com/api>)
 - Occupancy Data (http://172.16.150.223:443/microservices/lrv-manager/tn_occupancy)
 - Alerts – (<https://app.mecatran.com/utw/ws/gtfsfeed/alerts/sdmmts>)
 - Marketing advertisements
- iii. Each Stop ID will have its own customized template.

M. VMS DISPLAY HEALTH MONITORING CONTROL

VMS display assembly shall have the following remote hardware control monitoring and capabilities via the internet:

- i. Internal Temperature Report
- ii. Adjust Screen Brightness
- iii. Screen Power On/Off
- iv. Computer Power On/Off
- v. Analog/Digital Board On/Off
- vi. Heater On/Off
- vii. Pixel Sensor Detection (when screen does not move)
- viii. Reset power

Remote health monitoring system shall not be affected by weather elements (e.g. heat, sun, rain, wind, etc.)

5.4. DELIVERY

VMS display assembly target delivery shall be within 10 weeks after issuance of the Notice to Proceed. Delivery dates and locations for display orders will be communicated to the awarded Contractor.

5.5. WARRANTY AND MAINTENANCE

The contractor shall prepare a user & maintenance manual for use by MTS personnel for the regular cleaning and maintenance of each furnished VMS display assembly. The user &

maintenance manual shall provide instructions on the intervals, and procedures to be followed to maintain ongoing operations of each VMS display assembly. The user & maintenance manual shall include, but not be limited to, cleaning, operational inspections, filter replacements, software updates, and troubleshooting procedures.

Prior to acceptance of the VMS display assembly(-ies) the contractor shall conduct a hands-on training session for MTS maintenance personnel on the operations and maintenance of the units. This training will be conducted on-site at MTS facilities for up to 10 personnel and is anticipated to be approximately four (4) hours in length.

All components (e.g. display/housing) shall have a three-year parts and labor manufacturer's warranty from the day of acceptance for each VMS display assembly furnished. The warranty shall include on-site service by a manufacturer's representative, or trained technician, and the cost for all parts, labor, and shipping and handling required to restore the VMS display assembly to full functionality—all included in the quoted price. Extended warranty, maintenance, and service plan options are a requirement.

MTS shall have access, via telephone, to a manufacturer's representative 24 hours-a-day, seven days a week. For all troubleshooting that cannot be accomplished via telephone, on-site services shall commence within 72 hours of notification by MTS.

Contractor shall be an authorized dealer or reseller of the VMS display assembly for sales within USA.

All displays have been priced with a 3-year onsite warranty.

5.6. MEASUREMENT AND PAYMENT

VMS display will be measured as a unit for each VMS display furnished and installed. There will be no separate measurement or payment for furnishing the display panels, computers, software, housing cabinets, cabling, cable accessories, equipment, training, warranty, labor, testing, packaging and shipping. The costs shall be considered included in the cost for furnishing each VMS display.

5.7. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

Proposer Name: Global Display Solutions

*Proposers to fill out brown cells only

		Percent Increase:		2.00%	Percent Increase:		2.00%	Percent Increase:		2.00%	Percent Increase:		3.00%		
#1 GROUP A	Quantity	*Unit Price	2024 QTY	2024 TOTAL \$	2025 QTY	2025 TOTAL \$	2026 QTY	2026 TOTAL \$	2027 QTY	2027 TOTAL \$	2028 QTY	FY28 TOTAL \$	TOTAL BY ITEM		
Blue Line	52	\$ 13,590.00	0	\$ -	52	\$ 720,813.60	0	\$ -	0	\$ -	0	\$ -	\$ 720,813.60		
Orange Line	78	\$ 13,590.00	78	\$ 1,060,020.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,060,020.00		
Green Line	83	\$ 13,590.00	0	\$ -	33	\$ 457,439.40	50	\$ 706,680.00	0	\$ -	0	\$ -	\$ 1,164,119.40		
Green Line (Single Sided)	5	\$ 8,100.00	0	\$ -	5	\$ 41,310.00	0	\$ -	0	\$ -	0	\$ -	\$ 41,310.00		
Additional signs (spares)	43	\$ 13,590.00	10	\$ 135,900.00	3	\$ 41,585.40	0	\$ -	30	\$ 432,162.00	0	\$ -	\$ 609,647.40		
Additional signs (Single spares)	2	\$ 8,100.00	0	\$ -	2	\$ 16,524.00	0	\$ -	0	\$ -	0	\$ -	\$ 16,524.00		
								SUB-TOTAL GROUP A: VMS PROCUREMENT					\$ 3,612,434.40		
								CA SALES TAX					\$ 279,963.67		
Shipping/Delivery costs	263	\$ 1,050.00	88	\$ 92,400.00	95	\$ 101,745.00	50	\$ 54,600.00	30	\$ 33,390.00	0	\$ -	\$ 282,135.00		
								TOTAL GROUP A: VMS PROCUREMENT + TAX & SHIPPING					\$ 4,174,533.07		
#2 OPTION - GROUP B	Quantity	*Unit Price	2024 QTY	2024 TOTAL \$	2025 QTY	2025 TOTAL \$	2026 QTY	2026 TOTAL \$	2027 QTY	2027 TOTAL \$	2028 QTY	FY28 TOTAL \$	TOTAL BY ITEM		
Mid-Coast/BRT	147	\$ 13,590.00	0	\$ -	0	\$ -	22	\$ 310,939.20	75	\$ 1,080,405.00	50	\$ 740,655.00	\$ 2,131,999.20		
Mid-Coast/BRT(Single Sided)	3	\$ 8,100.00	0	\$ -	0	\$ -	3	\$ 25,272.00	0	\$ -	0	\$ -	\$ 25,272.00		
								SUB-TOTAL GROUP A: VMS PROCUREMENT					\$ 2,157,271.20		
								CA SALES TAX					\$ 167,188.52		
Shipping/Delivery costs	150	\$ 1,050.00	0	\$ -	0	\$ -	25	\$ 27,300.00	75	\$ 83,475.00	50	\$ 57,225.00	\$ 168,000.00		
								TOTAL GROUP B: VMS PROCUREMENT + TAX & SHIPPING					\$ 2,492,459.72		
								UL certification for Cell Router and Media Converter					\$ 15,000.00		
										OVERALL TOTAL FOR GROUP A & B			\$ 6,681,992.78		

- Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer.
- a. Proposer's pricing is all-inclusive for each year of service.
 - b. Should MTS expand its lines/stations/BRTs/locations, we reserve the rights to purchase additional signs at the proposed pricing to meet the additional needs.
 - c. Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS and may be more or less than indicated and will be contingent upon funding availability.
 - b. The options in Group B are will be exercisable at MTS's sole discretion, and are also contingent upon funding availability.



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Operations Budget Status Report for August 2023

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

This report summarizes the year-to-date operating results for August 2023 compared to the fiscal year (FY) 2024 budget for the San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for August 2023. Attachment A-2 details the August 2023 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides August 2023 results for MTS's other activities (For Hire Vehicle Administration/San Diego and Arizona Eastern Railway Company).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending August 2023, MTS's net operating income was \$0, with unfavorable operating revenue being offset by favorable operating expenses. Operations produced a \$303,000 (-0.6%) unfavorable variance and the administrative/other activities areas were favorable by \$303,000.

MTS COMBINED RESULTS

Operating Revenues. Year-to-date combined revenues through August 2023 were \$15,247,000 compared to the year-to-date budget of \$15,919,000, representing a \$671,000 (-4.2%) unfavorable variance. Year-to-date passenger revenue was unfavorable by \$767,000 (-6.1%) through August. Passenger revenue is up by \$565,000 (5.0%) versus the prior year.

Other operating revenue was favorable by \$96,000 (2.8%), primarily due to favorable bus bench advertising and Pronto card fee revenue.

Operating Expenses. Year-to-date combined expenses through August 2023 were \$65,724,000



compared to the budget of \$66,395,000, resulting in a \$671,000 (1.0%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$29,494,000, compared to a budgetary figure of \$29,262,000, producing an unfavorable variance of \$232,000 (-0.8%). This is primarily due to unfavorable pension, worker's compensation, and wages within Trolley operations.

Outside Services and Purchased Transportation. Total outside services through two months of the fiscal year totaled \$22,272,000, compared to a budget of \$23,017,000, resulting in a favorable variance of \$745,000 (3.2%). This is primarily due to favorable Pronto software operating and maintenance costs within Administration as well as favorable purchased transportation costs for both fixed route and paratransit operations.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$2,717,000, compared to a budgetary figure of \$2,743,000, resulting in a favorable variance of \$26,000 (0.9%).

Energy. Total year-to-date energy costs were \$8,523,000, compared to the budget of \$8,347,000, resulting in an unfavorable variance of \$176,000 (-2.1%). This is primarily due to unfavorable commodity rates for compressed natural gas (CNG), which spiked in August.

Risk Management. Total year-to-date expenses for risk management were \$1,521,000 compared to the budget of \$1,756,000, resulting in a favorable variance totaling \$235,000 (13.4%). This is primarily due to favorable legal expenses and a large recovery claim within Administration.

General and Administrative. The year-to-date general and administrative costs were \$898,000 through August 2023, compared to a budget of \$993,000, resulting in a favorable variance of \$96,000 (9.6%). This is primarily due to favorable fare materials, dues and subscriptions, and travel and meetings expenses.

Vehicle and Facility Leases. The year-to-date vehicle and facilities leases costs were \$298,000 compared to the budget of \$275,000, resulting in a \$23,000 (-8.4%) unfavorable variance. This is primarily due to favorable non-revenue vehicle lease costs within Trolley and fixed route operations, as well as unfavorable radio tower lease costs within Bus operations.

YEAR-TO-DATE SUMMARY

The August 2023, year-to-date net-operating income totaled a favorable variance of \$0. These factors include favorable variances in other revenue, outside services, materials and supplies, risk management, and general and administrative costs; offset by unfavorable variances in passenger revenue, personnel, energy and vehicle/facility leases.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Comparison to Budget

MTS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 11,786	\$ 12,553	\$ (767)	-6.1%
Other Revenue	3,461	3,366	96	2.8%
Total Operating Revenue	\$ 15,247	\$ 15,919	\$ (671)	-4.2%
Personnel costs	\$ 29,494	\$ 29,262	\$ (232)	-0.8%
Outside services	22,272	23,017	745	3.2%
Materials and supplies	2,717	2,743	26	0.9%
Energy	8,523	8,347	(176)	-2.1%
Risk management	1,521	1,756	235	13.4%
General & administrative	898	993	96	9.6%
Vehicle/facility leases	298	275	(23)	-8.4%
Administrative Allocation	(0)	0	0	0.0%
Total Operating Expenses	\$ 65,724	\$ 66,395	\$ 671	1.0%
Operating Income (Loss)	\$ (50,477)	\$ (50,477)	\$ (0)	0.0%
Total Non-Operating Activities	600	185	415	224.3%
Income (Loss) before Capital Contributions	\$ (49,877)	\$ (50,292)	\$ 415	-0.8%

OPERATIONS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 11,786	\$ 12,553	\$ (767)	-6.1%
Other Revenue	140	111	29	26.2%
Total Operating Revenue	\$ 11,926	\$ 12,664	\$ (738)	-5.8%
Personnel costs	\$ 24,648	\$ 24,462	\$ (186)	-0.8%
Outside services	18,028	18,658	630	3.4%
Materials and supplies	2,711	2,736	26	0.9%
Energy	8,309	8,139	(170)	-2.1%
Risk management	1,418	1,534	116	7.6%
General & administrative	142	173	32	18.3%
Vehicle/facility leases	243	230	(12)	-5.4%
Administrative Allocation	5,375	5,375	0	0.0%
Total Operating Expenses	\$ 60,872	\$ 61,307	\$ 434	0.7%
Operating Income (Loss)	\$ (48,946)	\$ (48,642)	\$ (303)	-0.6%
Total Non-Operating Activities	34	160	(126)	-78.8%
Income (Loss) before Capital Contributions	\$ (48,912)	\$ (48,483)	\$ (429)	0.9%

OPERATIONS
RAIL (SAN DIEGO TROLLEY INC.)
COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 5,069	\$ 5,091	\$ (22)	-0.4%
Other Revenue	136	111	25	22.0%
Total Operating Revenue	\$ 5,205	\$ 5,202	\$ 3	0.1%
Personnel costs	\$ 9,082	\$ 8,751	\$ (331)	-3.8%
Outside services	993	1,083	90	8.3%
Materials and supplies	1,530	1,546	16	1.0%
Energy	5,242	5,144	(98)	-1.9%
Risk management	671	727	57	7.8%
General & administrative	75	90	15	16.5%
Vehicle/facility leases	103	101	(2)	-2.5%
Administrative Allocation	4,019	4,019	0	0.0%
Total Operating Expenses	\$ 21,715	\$ 21,461	\$ (254)	-1.2%
Operating Income (Loss)	\$ (16,510)	\$ (16,259)	\$ (251)	-1.5%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (16,510)	\$ (16,259)	\$ (251)	1.5%

OPERATIONS

BUS - DIRECTLY OPERATED (SAN DIEGO TRANSIT CORP.)

COMPARISON TO BUDGET - FISCAL YEAR 2024

AUGUST 31, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 3,024	\$ 3,385	\$ (362)	-10.7%
Other Revenue	5	-	5	-
Total Operating Revenue	\$ 3,028	\$ 3,385	\$ (357)	-10.5%
Personnel costs	\$ 15,437	\$ 15,566	\$ 129	0.8%
Outside services	213	322	109	33.8%
Materials and supplies	1,172	1,177	5	0.4%
Energy	1,404	1,356	(48)	-3.6%
Risk management	732	791	59	7.5%
General & administrative	64	77	14	17.7%
Vehicle/facility leases	89	68	(21)	-31.6%
Administrative Allocation	875	875	0	0.0%
Total Operating Expenses	\$ 19,986	\$ 20,232	\$ 246	1.2%
Operating Income (Loss)	\$ (16,958)	\$ (16,847)	\$ (111)	-0.7%
Total Non-Operating Activities	(20)	106	(126)	-118.9%
Income (Loss) before Capital Contributions	\$ (16,978)	\$ (16,741)	\$ (237)	1.4%

OPERATIONS
BUS - CONTRACTED SERVICES (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 3,453	\$ 3,844	\$ (391)	-10.2%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 3,453	\$ 3,844	\$ (391)	-10.2%
Personnel costs	\$ 103	\$ 115	\$ 12	10.8%
Outside services	14,141	14,402	261	1.8%
Materials and supplies	9	13	5	35.6%
Energy	1,555	1,503	(51)	-3.4%
Risk management	-	-	-	-
General & administrative	1	2	1	37.7%
Vehicle/facility leases	(7)	5	11	243.5%
Administrative Allocation	416	416	0	0.0%
Total Operating Expenses	\$ 16,217	\$ 16,456	\$ 239	1.4%
Operating Income (Loss)	\$ (12,765)	\$ (12,612)	\$ (152)	-1.2%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (12,765)	\$ (12,612)	\$ (152)	1.2%

OPERATIONS

BUS - CONTRACTED SERVICES (PARATRANSIT)

COMPARISON TO BUDGET - FISCAL YEAR 2024

AUGUST 31, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 241	\$ 233	\$ 7	3.1%
Other Revenue	-	-	-	-
Total Operating Revenue	\$ 241	\$ 233	\$ 7	3.1%
Personnel costs	\$ 26	\$ 29	\$ 3	11.1%
Outside services	2,627	2,797	170	6.1%
Materials and supplies	-	-	-	-
Energy	109	136	28	20.2%
Risk management	15	15	0	0.3%
General & administrative	1	4	2	64.6%
Vehicle/facility leases	57	57	0	0.1%
Administrative Allocation	65	65	0	0.0%
Total Operating Expenses	\$ 2,901	\$ 3,104	\$ 203	6.6%
Operating Income (Loss)	\$ (2,660)	\$ (2,871)	\$ 211	7.3%
Total Non-Operating Activities	-	-	-	-
Income (Loss) before Capital Contributions	\$ (2,660)	\$ (2,871)	\$ 211	-7.3%

OPERATIONS
CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	\$ -	\$ -	\$ -	-
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	54	54	-	0.0%
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Total Operating Expenses	\$ 54	\$ 54	\$ -	0.0%
Operating Income (Loss)	\$ (54)	\$ (54)	\$ -	0.0%
Total Non-Operating Activities	54	54	-	0.0%
Income (Loss) before Capital Contributions	\$ -	\$ -	\$ -	-

ADMINISTRATION
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024
AUGUST 31, 2023
(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	3,222	3,187	35	1.1%
Total Operating Revenue	\$ 3,222	\$ 3,187	\$ 35	1.1%
Personnel costs	\$ 4,756	\$ 4,710	\$ (46)	-1.0%
Outside services	4,240	4,349	109	2.5%
Materials and supplies	7	7	(0)	-1.8%
Energy	213	207	(6)	-2.9%
Risk management	96	208	111	53.6%
General & administrative	751	808	57	7.1%
Vehicle/facility leases	54	42	(12)	-28.6%
Administrative Allocation	(5,377)	(5,377)	(0)	0.0%
Total Operating Expenses	\$ 4,740	\$ 4,954	\$ 215	4.3%
Operating Income (Loss)	\$ (1,517)	\$ (1,768)	\$ 250	14.2%
Total Non-Operating Activities	800	25	775	3068.3%
Income (Loss) before Capital Contributions	\$ (717)	\$ (1,742)	\$ 1,025	-58.8%

OTHER ACTIVITIES

CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2024

AUGUST 31, 2023

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	99	68	31	46.1%
Total Operating Revenue	\$ 99	\$ 68	\$ 31	46.1%
Personnel costs	\$ 91	\$ 91	\$ 0	0.1%
Outside services	4	10	6	60.0%
Materials and supplies	-	0	0	-
Energy	1	1	0	26.7%
Risk management	7	15	8	51.5%
General & administrative	5	12	6	54.9%
Vehicle/facility leases	2	3	1	35.6%
Administrative Allocation	2	2	0	0.0%
Total Operating Expenses	\$ 113	\$ 134	\$ 22	16.2%
Operating Income (Loss)	\$ (14)	\$ (67)	\$ 53	79.4%
Total Non-Operating Activities	(234)	-	(234)	-
Income (Loss) before Capital Contributions	\$ (247)	\$ (67)	\$ (181)	270.6%



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 7

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

October 19, 2023

SUBJECT:

For-Hire Vehicle Regulation Agreement with City of Oceanside – Memorandum of Understanding (MOU)

RECOMMENDATION:

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

- 1) Authorize the Chief Executive Officer (CEO) to enter into an agreement for For-Hire Vehicle Regulation with the City of Oceanside (in substantially the same format as in Attachment A);
- 2) Adopt the proposed revisions to MTS Board Policy No. 34, For-Hire Vehicle Services (Attachment B); and
- 3) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance (Attachment C); and
- 4) Upon adoption of the proposed amendments, authorize the CEO the discretion to enforce MTS Ordinance No. 11 in its amended form.

Budget Impact

None with this action. All costs to administer for-hire vehicles for the City of Oceanside would be paid for by fees assessed on permit holders.

DISCUSSION:

Per MTS's enabling legislation, MTS may enter into agreements with cities or the County to regulate for-hire vehicles, such as taxicabs, non-emergency medical vehicles, low-speed vehicles, sightseeing vehicles, charter vehicles and jitneys, in their jurisdiction. For-hire vehicle regulation includes: ensuring each vehicle has undergone a safety inspection; each vehicle has valid liability insurance; each permit holder (i.e. business owner) has passed a fingerprint-based criminal background check; confirming drivers have been validly licensed by the Sheriff's Department; investigating passenger complaints; and in the field monitoring and enforcement. MTS For-Hire Vehicle Administration is statutorily required to be full cost-recovery. The cost to administer for-hire vehicle regulations is covered by fees assessed on permit holders.



MTS first contracted to administer for-hire vehicle regulation with the City of San Diego in 1988, the cities of El Cajon, Imperial Beach, Lemon Grove, and Santee in 1990, the City of Poway in 1991, the City of La Mesa in 1999, the City of National City in 2017 and the City of Chula Vista in 2018. Effective January 1, 2022, with the adoption of Assembly Bill 302, MTS may now enter into agreements with any city or the County within San Diego County (previously, MTS was restricted to agreements with cities within MTS's service area). Since this time, MTS has been conducting outreach with the North County cities to present the benefits of coming into an agreement with MTS for for-hire vehicle regulation. The City of Oceanside will be the first North County city to enter into an agreement with MTS for for-hire vehicle regulation.

On September 13, 2023, the City of Oceanside City Council approved an agreement with MTS to regulate for-hire vehicle services in its jurisdiction (Attachment A). This Agreement will expire on June 30, 2029 and can be renewed thereafter for 5-year terms. The current Agreements with the Cities of Chula Vista, El Cajon, Lemon Grove, Imperial Beach, Santee, Poway, La Mesa, National City and San Diego will expire on June 30, 2024. These nine (9) Agreements are expected to be brought to the MTS Board of Directors for renewal around May 2024 for a 5-year term.

The addition of City of Oceanside will also require revisions to MTS Board Policy No. 34 (Attachment B) and to MTS Ordinance No. 11, Section 1.1 (e) (Attachment C) in order to add the city's name to the list of jurisdictions that are covered by MTS's for-hire vehicle regulations.

Therefore, it is staff's recommendation that the MTS Board of Directors:

- 1) Authorize the CEO to enter into an agreement for For-Hire Vehicle Regulation with the City of Oceanside (in substantially the same format as in Attachment A);
- 2) Adopt the proposed revisions to MTS Board Policy No. 34, For-Hire Vehicle Services (Attachment B);
- 3) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance (Attachment C); and
- 4) Upon adoption of the proposed amendments, authorize the CEO the discretion to enforce MTS Ordinance No. 11 in its amended form.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. City of Oceanside Agreement for For-Hire Vehicle Regulation
B. Proposed revisions to MTS Board Policy No. 34 (red-line track changes)
C. Proposed revisions to MTS Ordinance No. 11 (red-line track changes)

**AGREEMENT FOR
ADMINISTRATION OF FOR-HIRE VEHICLE SERVICES
BETWEEN
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
AND
CITY OF OCEANSIDE**

THIS AGREEMENT is entered into by and between the City of Oceanside, a municipal corporation, 300 North Coast Highway, Oceanside, CA 92054 (herein called "CITY"), and the San Diego Metropolitan Transit System, a public agency, 1255 Imperial Avenue, Suite 1000, San Diego, CA (herein called "MTS"), in view of the following recitals, which are a substantive part of this Agreement:

RECITALS

- A. MTS is authorized under Section 120266, Chapter 2, Division 11 of the California Public Utilities Code (PUC), to enter into contracts with any city in the County of San Diego and with the County of San Diego to license or regulate by ordinance any For-Hire Vehicle Services rendered wholly within the city's corporate limits or within the unincorporated area of the county;
- B. For-Hire Vehicle Services means vehicles, other than public transportation vehicles, transporting passengers over public streets for compensation, which includes taxicabs, non-emergency medical vehicles, passenger jitney service, low-speed vehicles, charters, and sightseeing vehicles;
- C. CITY regulated taxicabs and other vehicles for hire in accordance with the Oceanside City Code, Chapter 35; and
- D. CITY desires that MTS regulate For-Hire Vehicle Services pursuant to PUC Section 120266.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, CITY and MTS agree as follows:

- 1. MTS will regulate For-Hire Vehicle Services rendered wholly within the CITY's corporate limits, in accordance with MTS Ordinance No. 11, "An Ordinance Providing for the Licensing and Regulating of Transportation Services within the City and County by the Adoption of a Uniform Paratransit Ordinance", and its other For-Hire Vehicle Service policies and regulations as effective on the date this Agreement is executed, and as thereafter from time to time amended by MTS, pursuant to PUC Section 120266.
- 2. MTS will collect and administer all such regulatory fees, fines, and forfeitures as now or hereafter provided by the MTS Ordinance No. 11 and its other For-Hire Vehicle Service policies and regulations.
- 3. The CITY Manager and MTS Chief Executive Officer may supplement this agreement by executing a Memorandum of Understanding relative to administrative and operating procedures of For-Hire Vehicle Services regulation and to provide for reimbursable staff and legal support services.

4. This Agreement shall be effective upon execution by the City and MTS and shall continue until June 30, 2029. This Agreement may be terminated for convenience at any time by either party upon 180 days' written notice to the other party.

IN WITNESS THEREOF, this agreement is executed by the CITY acting by and through its City Manager pursuant to Council Resolution No. _____, and by MTS acting through its Chief Executive Officer.

Dated this _____ day of _____, 2023

CITY OF OCEANSIDE

SAN DIEGO METROPOLITAN TRANSIT
SYSTEM

Esther Sanchez
Mayor

Sharon Cooney
Chief Executive Officer

WE HEREBY APPROVE the form of the foregoing Agreement.

John Mullen
City Attorney

Office of the General Counsel

Date: _____

Date: _____



**Metropolitan
Transit
System**

Att.B, AI 7, 10/19/23

Policies and Procedures No. 34

Board Approval: ~~12/12/2019~~ 10/19/2023

SUBJECT:

FOR-HIRE VEHICLE SERVICES

PURPOSE:

To establish a policy with guidelines and procedures for the implementation of MTS Ordinance No. 11.

BACKGROUND:

Regulation of for-hire vehicle service is in the interest of providing the citizens and visitors to the MTS region and particularly the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, and Santee, with a good quality local transportation service. Toward this end, MTS finds it desirable to regulate the issuance of taxicab permits, to establish maximum rates of fare, and to provide for annual review of cost-recovery regulatory fees.

POLICY:

34.1 City of San Diego Entry Policy

New City of San Diego taxicab permits will be issued in accordance with San Diego City Council Policy No. 500-02, "Taxicab Permits".

34.2 Maximum Rates of Fare Policy

Maximum rate of fare for exclusive ride and group ride hire of taxicabs shall be made in accordance with the change in the Annual All Urban Western Transportation Consumer Price Index (CPI)/San Diego. The fare structure shall consist of the dollar amounts charged by permit holders for the flag drop, the per-mile charge, waiting-time charge, first zone, and each additional zone charge. The maximum rates of fare shall be computed annually by the Chief Executive Officer and presented at a noticed public hearing of the Taxicab Advisory Committee.



34.2.1 Maximum Rates of Fare Determination

Unless Section 34.2.2 applies, the maximum fare determination shall be adjusted annually based on the 1990 Western transportation CPI/San Diego amounts of \$1.40 flag drop, \$1.50 per mile, and \$12.00 per hour waiting. Adjustments shall be rounded up or down, as appropriate, to the nearest even \$0.10 increment.

34.2.2 ~~Maximun~~ Maximum Rates of Fare Determination - Only for Taxicabs Equipped with Point Of Sale Devices Electronically Connected to the Taximeter and Equipped with Printed or Electronically Conveyed Receipt Capability

Taxicabs equipped with point of sale devices electronically connected to the taximeter and capable of printing or electronically conveying receipts may charge the an increase of 6% more than the Maximun Rates of Fare for Taxicabs without such devices, as determined pursuant to Section 34.2.1. Adjustments shall be rounded up or down, as appropriate, to the nearest \$0.10 increment.

34.3 Airport Taxicab Fare Policy

In addition to the applicable maximum rate of fare described in Section 34.2.1, a taxicab operator may charge an “extra” equal to the Airport Trip Fee assessed against the individual taxicab operator by the San Diego County Regional Airport Authority. The extra may not be charged on any trip that does not originate at the airport or on any trip where the taxicab operator does not pay the fee to the San Diego County Regional Airport Authority. The extra charge may only be charged to the customer by utilizing the extra button on the taxicab meter. A driver may not verbally request payment.

34.4 Regulatory Fee Review

The following procedures will be utilized for the establishment of for-hire vehicle regulatory fees.

34.4.1 In accordance with State of California Public Utilities Code Section 120266, MTS shall fully recover the cost of regulating the taxicab and other for-hire vehicle industry. Pursuant to MTS Ordinance No. 11, Sections 1.3(b), 1.4(a), 1.4((c), and 1.5(d), the Chief Executive Officer establishes a fee schedule to effect full-cost recovery and notify affected permit holders of changes in the fee schedule.

34.4.2 The procedure for establishing a regulatory fee schedule will include an annual review of the audited expenses and revenue of the previous fiscal year associated with MTS for-hire vehicle activities. The revised fee schedule will be available for review by interested parties in November each year and is subject to appeal as provided for in Ordinance No. 11, Section 1.5(d).

34.4.3 A fee schedule based on previous year expenses and revenue amounts will be put into effect each January.

POLICY.34.FOR-HIRE VEHICLE SERVICES

This policy was originally adopted on 12/8/88.

This policy was amended on 7/26/90.

This policy was amended on 5/9/91.

This policy was amended on 6/13/91.

This policy was amended on 1/28/93.

This policy was amended on 5/11/95.

This policy was amended on 10/31/02.

This policy was amended on 4/24/03.

This policy revised on 3/25/04.

This policy was amended on 4/26/07.

This policy was amended on 7/17/08.

This policy was amended on 4/19/12.

This policy was amended on 4/16/15.

This policy was amended on 12/12/2019.

This policy was amended on 10/19/2023.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 11

(as amended through ~~December 8, 2022~~ October 19, 2023)

An Ordinance Providing for the Licensing and the Regulating of
Transportation Services Within the City and County by the Adoption of
a Uniform Paratransit Ordinance

MTS CODIFIED ORDINANCE NO. 11

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SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 11

(as amended through ~~December 8, 2022~~October 19, 2023)

An Ordinance Providing for the Licensing and the Regulating
of Transportation Services Within the City and County By the Adoption of
a Uniform Paratransit Ordinance

SECTION 1.0 - GENERAL REGULATIONS

Section 1.1 - Definitions

The following words and phrases, wherever used in this section, shall be construed as defined in this section, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases.

(a) "Board" shall mean the Board of Directors of the San Diego Metropolitan Transit System (MTS).

(b) "Charter vehicle" shall mean every vehicle which:

- (1) Transports passengers or parcels or both over the public streets of the City;
- (2) Is routed at the direction of the hiring passenger;
- (3) Is prearranged in writing for hire;
- (4) Is not made available through "cruising"; and
- (5) Is hired by and at the service of a person for the benefit of themselves or a specified group.

(c) "Chief Executive Officer" shall mean the Chief Executive Officer of MTS or their designated representative.

(d) "City" and "Cities" shall mean the incorporated areas of the Cities of Chula Vista, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, Santee and any other City that has entered into a contractual agreement with MTS for the licensing and regulation of transportation services.

(e) "Compensation" shall mean any money, thing of value, payment, consideration, reward, tip, donation, gratuity or profit paid to, accepted, or received by the driver or owner of any vehicle in exchange for transportation of a person, or persons; whether paid upon solicitation, demand or contract, or voluntarily, or intended as a gratuity or donation.

(f) "County" shall mean the unincorporated area of the County of San Diego located within MTS's jurisdictional boundaries if entered into a contractual agreement with MTS for the licensing and regulation of transportation services.

(g) "Cruising" shall mean the movement over the public streets of a taxicab or low-speed vehicle (LSV) in search of prospective passengers; except the term does not include either the travel of a taxicab or LSV proceeding to answer a call for service received by telephone or radio

from an intended passenger or the travel of such a vehicle, having discharged a passenger or passengers, returning to the owner's place of business or to its established point of departure.

(h) "Days" shall mean working days, exclusive of weekends and holidays for which MTS offices are closed.

(i) "Doing business" shall mean accepting, soliciting or transporting passengers for hire or compensation in a City or County.

(j) "Driver" shall mean every person operating any for-hire vehicle.

(k) "Driver's identification card" shall mean license, issued pursuant to this Ordinance, which permits a person to drive a for-hire vehicle within the City or County.

(l) "Employ" as used in this Ordinance includes any form of agreement or contract under which the driver may operate the permit holder's for-hire vehicle.

(m) "Exclusive ride" shall mean exclusive use of a for-hire vehicle by one or more related passengers at a time.

(n) "For-hire vehicle" shall mean every vehicle, other than public transit vehicles or vehicles involved in an organized carpool not available to the general public, which is operated for any fare for compensation and used for the transportation of passengers over public streets, irrespective of whether such operations extend beyond the boundary limits of said City or County. Such for-hire vehicles shall include taxicabs, vehicles for charter, jitneys, nonemergency medical vehicles, sightseeing vehicles, and LSVs.

(o) "Group ride" shall mean shared use of a taxicab or LSV where a group of related passengers enter at the same point of origin and disembark at the same destination and pay a single fare for the trip.

(p) "Hearing officer" shall mean any person or entity that meets the requirements of this Ordinance and that has been retained to conduct administrative hearings.

(q) "Jitney" shall mean every vehicle which:

(1) Transports passengers or parcels or both over the public streets of the City;
and

(2) Follows a fixed route of travel between specified locations along its route on a variable schedule or operates a flexible route within a geographic boundary and specific timeframes as approved by MTS, with the fare based on a per capita charge established in its permit.

(r) A "low-speed vehicle" or "LSV" is a motor vehicle, other than a motor truck, having four wheels on the ground and an unladen weight of 1,800 pounds or less, that is capable of propelling itself at a minimum speed of 20 miles per hour and a maximum speed of 25 miles per hour, on a paved level surface. It shall only operate within a geographic boundary as approved by MTS. For the purposes of this section, a "low-speed vehicle" or "LSV" is not a golf cart, except when operated pursuant to California Vehicle Code Section 21115 or 21115.1.

(s) "Medallion" shall mean the numbered plate, sticker, or decal issued by MTS to the permit holder which is displayed on a for-hire vehicle to indicate the authorized use or uses of that vehicle.

(t) "MTS" shall mean the San Diego Metropolitan Transit System, a public agency created pursuant to Public Utilities Code Section 120050 et seq.

(u) "MTS inspector" shall mean those individuals, regardless of job title, who are authorized by the Board, by ordinance, to enforce the provisions of this Ordinance.

(v) "Nonemergency medical vehicle" shall mean every vehicle which: transports persons, regardless of whether specialized transportation equipment or assistance is needed, for primarily medical purposes, over the public streets of the City. Medical purposes is defined as providing transportation services to or from the following places: hospitals, convalescent homes, retirement homes, homes receiving funding for the board and care of residents living in those homes, medical or rehabilitation clinics, senior citizen centers, and any other like social service category, over the public streets of the City. It shall be the responsibility of the transportation provider to determine if the service is primarily for medical purposes.

(w) "Operate" or "Operating" shall refer to the solicitation or acceptance of a fare within City or County for compensation or providing passenger transportation for compensation, regardless if such compensation is obtained from the passenger or a third party. It shall also include, as the context may require, the act of driving, managing or directing the utilization of one or more for-hire vehicles.

(x) "Owner" shall mean the person, partnership, association, firm or corporation that is the registered owner of any for-hire vehicle and that holds the right to use the vehicle for its advantage.

(y) "Passenger" shall mean every occupant other than the driver of the for-hire vehicle.

(z) "Permit" shall mean the authority under which a person, firm, partnership, association, or corporation may operate a for-hire vehicle as a business.

(aa) "Permit holder" shall mean any person or approved entity operating a business under a for-hire vehicle permit.

(bb) "Shared ride" shall mean nonexclusive use of a for-hire vehicle by two or more unrelated passengers traveling between different points of origins and/or destination, and traveling in the same general direction.

(dd) "Sightseeing vehicle" shall mean every vehicle which:

(1) Transports passengers for sightseeing purposes of showing points of interest over the public streets of the City; and

(2) Charges a fee or compensation therefor; regardless of whether any fee or compensation is paid to the driver of such sightseeing vehicle, either by the passenger or by the owner or by the person who employs the driver or contracts with the driver or hires such sightseeing vehicle with a driver to transport or convey any passenger; and irrespective of whether or not such driver receives any fee or compensation for their services as driver.

(ee) "Stands" shall mean public areas designated for specific use of for-hire vehicles.

(ff) "Street" shall mean any place commonly used for the purpose of public travel.

(gg) "Substantially Located" shall mean where the primary business address of the taxicab permit holder is located and/or the jurisdiction where the largest share of the taxicab permit holder's total number of prearranged and non-prearranged trips originate over the previous calendar year, as determined annually. Trip logs and/or other documentation shall be used to substantiate the jurisdiction where the largest share of taxicab permit holder's total number of originating trips occur over the applicable time period.

(hh) "Taxicab" shall mean every vehicle other than a vehicle-for-charter, a jitney, a nonemergency medical vehicle, a sightseeing vehicle, or LSV which:

(1) Carries not more than eight (8) passengers excluding the driver;

(2) Transports passengers or parcels or both over City or County public streets;

(3) Is made available for hire on call or demand through "cruising," at taxi stands, by telephone, mobile telephone application, or other communication devices to destination(s) specified by the hiring passenger; and

(4) Is Substantially Located within the jurisdiction of City and/or County.

(ii) "Taximeter" shall mean any instrument, appliance, device, or machine by which the charge for hire of a passenger-carrying vehicle is calculated, either for distance traveled or time consumed, or a combination of both, and upon which such charge is indicated by figures. Includes both a Hard Meter and a Soft Meter.

(1) A Hard Meter is a Taximeter that has a prefixed fare with an external seal approved by the County of San Diego Agriculture, Weights and Measures and mileage is calculated based on distance and time.

(2) A Soft Meter is a Taximeter that is provided through a smartphone or tablet that uses GPS or other on-board diagnostics approved by the California Department of Food and Agriculture Division of Measurement Standards to calculate distance and rates.

(jj) "Vehicle" is a device by which any person or property may be propelled, moved, or drawn upon a street, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

(kk) "Vehicle for Developmentally Disabled Persons (VDDP) driver certificate" shall mean certificate issued by California Highway Patrol pursuant to Vehicle Code section 12523.6, which is required for any driver who primarily transports persons with developmental disabilities on a for-hire basis. A VDDP driver certificate with a commercial driver's license may be used in lieu of a driver identification card to drive a for-hire vehicle within the City or County, unless for a taxicab.

(Section 1.1 amended 10/19/2023)

(Section 1.1 amended 1/20/2022)

(Section 1.1 amended 11/12/2020)

(Section 1.1 amended 10/10/2019)

(Section 1.1 amended 2/14/2019)

(Section 1.1 amended 11/8/2018, effective 1/1/2019)

(Section 1.1 amended 9/20/2018)
(Section 1.1 amended 12/14/2017)
(Section 1.1 amended 5/12/2016)
(Section 1.1 amended 8/7/2003)
(Section 1.1 amended 11/14/2002)
(Section 1.1 amended 6/24/1999)
(Sections 1.1(d), 1.1(R)(1) amended 6/22/1995)
(Section 1.1 amended 1/12/1995)
(Section 1.1 amended 6/27/1991; effective 7/27/1991)
(Section 1.1 amended 5/23/1991; effective 6/23/1991)

Section 1.2 - Operating Permits

(a) No person shall engage in the business of operating any for-hire vehicle or in the business of providing any vehicle for the operation of vehicle for-hire services within the Cities or County without first having obtained an operating permit from the Chief Executive Officer or designated representative, which permit has not been revoked, suspended or otherwise canceled or terminated by operation of law or otherwise. A separate permit is required for each for-hire vehicle operated or provided for operation.

(b) An operating permit represents the granting of a privilege to operate a for-hire vehicle within the Cities, County or zones specified by the permit for the purpose of the public convenience and necessity. This privilege may be rescinded at any time by operation of law or otherwise.

(c) A person who obtains an operating permit shall be responsible for the provision of vehicle-for-hire services in accordance with the provisions of this Ordinance and shall exercise due diligence to assure that drivers of the permitted vehicles adhere to all pertinent requirements of this ordinance.

(Section 1.2 amended 11/8/2018, effective 1/1/2019)
(Section 1.2 amended 12/14/2017)
(Section 1.2 amended 8/7/2003)
(Section 1.2 amended 11/14/2002)
(Section 1.2 amended 6/24/1999)

Section 1.3 - Application for Permit

(a) All persons applying to the Chief Executive Officer for new permit(s) for the operation of one or more for-hire vehicles shall file with the Chief Executive Officer a sworn application on forms provided by the Chief Executive Officer, stating as follows:

(1) The applicant name, company name, doing business as ("DBA") name if different than company name, mailing and business address (a business address or mailing address may include, but is not limited to, a Post Office [PO] Box or dispatch service address), e-mail address, and telephone number of the permit applicant. If a taxicab permit applicant, the business address will also serve the purpose of establishing where Substantially Located;

(2) The name and address of all legal and registered owner(s) of the vehicle(s);

(3) The number of vehicle(s) for which a permit(s) is desired;

(4) The rates of fare which the applicant proposes to charge for vehicle-for-hire services. This requirement does not apply to taxicab permit applicants;

(5) If the application is for a jitney or LSV, a detailed description of the geographic area in which said permit shall be in existence; and

(6) Such other information as the Chief Executive Officer may in their discretion require.

b) The applicant shall also submit, with the application, a nonrefundable application fee prior to the permit approval. Upon issuance of the permit, the applicant shall also pay an initial nonrefundable permit vehicle regulatory fee to be determined by the Chief Executive Officer in order to recover the cost of processing such applications.

(Section 1.3 amended 1/20/2022)

(Section 1.3 amended 11/12/2020)

(Section 1.3 amended 11/8/2018, effective 1/1/2019)

(Section 1.3 amended 12/14/2017)

(Section 1.3 amended 2/12/2015)

(Section 1.3 amended 11/15/2012)

(Section 1.3 amended 8/7/2003)

(Section 1.3 amended 11/14/2002)

Section 1.4 - Issuance of Permit

(a) Before a permit may be approved or renewed, the applicant shall pay an initial regulatory fee in an amount to be determined by the Chief Executive Officer.

(b) The Chief Executive Officer shall deny the approval of a permit upon making a finding:

(1) That the applicant is under eighteen (18) years of age; or

(2) That the applicant has been convicted of, or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation which would have resulted in suspension or revocation of the permit in accordance with Section 1.13 of this Ordinance; or

(3) That the applicant provided false information of a material fact in an application within the past year.

(c) No permit shall be approved or renewed unless evidence of compliance with applicable MTS regulations.

(d) When the permit has been approved and upon determination by the Chief Executive Officer that the for-hire vehicle, after appropriate inspection, meets the requirements of this Ordinance, the Chief Executive Officer will issue a numbered medallion(s) to be affixed to the for-hire vehicle.

(Section 1.4 amended 12/8/2022)

(Section 1.4 amended 11/12/2020)

(Section 1.4 amended 11/8/2018, effective 1/1/2019)

(Section 1.4 amended 12/14/2017)

(Section 1.4 amended 2/12/2015)
(Section 1.4 amended 11/15/2012)
(Section 1.4 amended 11/14/2002)

Section 1.5 - Transfer and Administration of Permits

(a) Each permit issued pursuant to the provisions of this section is separate and distinct and shall be transferable from the permit holder to another person or entity only with the approval of the Chief Executive Officer, and upon meeting the requirements of this Ordinance.

(b) The proposed transferee shall file with the Chief Executive Officer a sworn application for the transfer and shall comply with the requirements of Section 1.3. The permit holder shall certify in writing that the permit holder has notified the proposed transferee of the requirements of this section pertaining to the transfer of a permit. Whenever an application for a transfer of permit is filed, the Chief Executive Officer shall process the application for transfer in accordance with Section 1.4 of this Ordinance.

(c) The Chief Executive Officer shall charge regulatory fees to affect the full cost recovery of activities associated with the administration, regulation, issuance, or transfer of for-hire vehicle permits and associated records.

(1) Changes in fee schedules affecting permits shall be posted, at a minimum, on the MTS website and notice of such posting will be sent to all permit holders' email address. Changes shall be effective thirty (30) calendar days thereafter.

(2) Any person objecting to a particular fee or charge may file, within ten (10) calendar days of posting of such changes, an appeal for review with the Chief Executive Officer who shall thereafter process it in accordance with Section 1.17; provided, however, that the sole issue to be determined on review is whether the fee or charge exceeds the reasonable costs for personnel salaries and administrative overhead associated with the particular administrative service or function.

(Section 1.5 amended 11/12/2020)
(Section 1.5 amended 11/8/2018, effective 1/1/2019)
(Section 1.5 amended 12/14/2017)
(Section 1.5 amended 2/12/2015)
(Section 1.5 amended 8/7/2003)
(Section 1.5 amended 11/14/2002)

Section 1.6 - Blank

The text of Section 1.6 is deleted in its entirety effective February 12, 2015.

(Section 1.6 deleted 2/12/2015)
(Section 1.6 amended 11/14/2002)

Section 1.7 - Blank

The text of Section 1.7 is deleted in its entirety effective October 24, 1998.

(Section 1.7 was deleted 9/24/1998)

Section 1.8 - Equipment and Operating Regulations

(a) No medallion shall be issued for a vehicle unless the vehicle conforms to all the applicable provisions of this Ordinance.

(b) The privilege of engaging in the business of operating a for-hire vehicle in a City or County granted in the permit is personal to the permit holder, who must be the owner of the for-hire vehicle. The rights, requirements, and responsibilities which attach to the permit remain with the holder at all times the for-hire vehicle is operated under the authority of the permit. These rights, requirements and responsibilities, which include, but are not limited to, the requirements of this Ordinance, will remain unaffected by any agreement or contractual arrangement between the permit holder and those persons who operate for-hire vehicles, irrespective of the form or characterization of the agreement under which the driver operates the for-hire vehicle.

(c) The permit holder shall maintain an email address, mailing address that can accept mail directed to company, and a business telephone in which the permit holder can be reached during reasonable business hours and during all hours of operation. The permit holder shall, in the case of any change in their email address, mailing address, or business telephone, notify the Chief Executive Officer in writing of such change within forty-eight (48) hours of the effective date of this change.

(d) If a taxicab, permit holders must participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code and enroll all employed or contracted drivers who drive a vehicle for permit holder.

(1) Upon the termination of the employee or contractor driver, the permit holder shall notify the Department of Motor Vehicles (DMV) to discontinue the driver's enrollment in the pull notice system.

(2) Permit holders shall present upon request, during regular business hours, to MTS and/or the Sheriff's Department, as well as during annual permit renewal, proof of enrollment and names of any and all drivers enrolled in the DMV driver pull-notice program pursuant to Section 1.8(d) of this Ordinance.

(3) Permit holders who fall under one or more of the following categories must enroll in the DMV pull-notice program: if registered with the State of California as a Corporation and or LLC; if own more than one vehicle; employs or contracts a lease driver(s); and/or vehicle is otherwise driven by more than one driver.

(e) Before a for-hire vehicle is placed in service and at least annually thereafter, the for-hire vehicle shall be delivered to a certified Automotive Service Excellence or Bureau of Automotive Repair registered facility for mechanical inspections, or other place designated by the Chief Executive Officer for inspection. Certified mechanics and MTS inspectors shall inspect the for-hire vehicle and its equipment to ascertain whether the vehicle complies with the provisions of this Ordinance. Failure to produce the vehicle for inspection within a timeframe determined by MTS shall be cause for suspension or revocation of the permit for such vehicle.

(f) Any MTS inspector or peace officer, after displaying proper identification, may make reasonable and periodic inspections of any for-hire vehicle operating under an MTS permit for the purpose of determining whether the vehicle is in compliance with the provisions of this Ordinance.

(g) Any for-hire vehicle which fails to meet the requirements of the California Vehicle Code or this section after inspection shall be immediately ordered out-of-service by an MTS

inspector or peace officer if it is unsafe for service. Ordering a vehicle out-of-service does not constitute a suspension or revocation of the permit. A vehicle is deemed unsafe for service when any of the following conditions exists:

- (1) Tires fail to meet the requirements of the California Vehicle Code;
- (2) Headlights, taillights or signal lights are inoperable during hours of darkness (sunset to sunrise);
- (3) Windshield wipers are inoperable during rainy conditions;
- (4) Taximeter is not working, the Taximeter displays signs of tampering, the seal of a Hard Meter is broken, the County of San Diego seal of a Hard Meter is more than thirteen (13) months old from the date of issuance, a Service Agent's temporary seal of a Hard Meter is more than ninety (90) days old from the date of issuance, or a Soft Meter displays technology not approved by the California Department of Food and Agriculture Division of Measurement Standards or does not appear to be operating as is intended or approved;
- (5) Brakes, brake lights or brake system are inoperable or otherwise fail to meet the requirements of the California Vehicle Code;
- (6) Excessive play in steering wheel exceeding three (3) inches;
- (7) Windshield glass contains cracks or chips that interfere with driver's vision;
- (8) Any door latch is inoperable from either the interior or exterior of the vehicle;
- (9) Any seat is not securely fastened to the floor;
- (10) Seat belts, when required, fail to meet requirements of the California Vehicle Code;
- (11) Either side or rearview mirrors are missing or defective;
- (12) Any vehicle safety system light is activated; and
- (13) Any other condition which reasonably and rationally pertains to the operating safety of the vehicle or to passenger or pedestrian safety.

(h) If the vehicle is not unsafe but is unsuitable or otherwise in violation of this Ordinance or any vehicle condition/equipment section of the California Vehicle Code, the operator or permit holder, as appropriate, shall be subject to a seventy-two (72) hours correction notice.

(1) Failure to correct such violation within the seventy-two (72) hours shall then be cause to order the vehicle out-of-service. When a vehicle is ordered out-of-service, the medallion shall be immediately removed.

(2) Before the vehicle may again be placed in service, the violation shall be corrected and the vehicle shall be inspected by a certified mechanics or MTS inspector

(3) The medallion shall be reaffixed when the MTS inspector finds that the vehicle meets prescribed standards.

(i) The interior and exterior of the for-hire vehicle shall be maintained in a safe and efficient operating condition, and meet California Vehicle Code requirements and the requirements of this Ordinance at all times when in operation. The following minimum vehicle standards must be maintained to comply with this section:

(1) Wheels. Hubcaps or wheel covers shall be on all wheels for which hubcaps or wheel covers are standard equipment.

(2) Body Condition. There shall be no tears or rust holes in the vehicle body and no loose pieces hanging from the vehicle body. Fenders, bumpers, and light trim shall be securely fixed to the vehicle. No extensive unrepaired body damage shall be allowed and exterior paint shall be free from excessive fading. The vehicle shall be equipped with front and rear bumpers. The exterior of the vehicle shall be maintained in a reasonably clean condition so as not to obscure approved vehicle markings.

(3) Lights. Headlights shall be operable on both high and low beam. Taillights, parking lights, signal lights, and interior lights shall all be operable.

(4) Wipers. Each vehicle shall be equipped with adequate windshield wipers maintained in good operating condition.

(5) Brakes. Both the parking and hydraulic or other brake system must be operable.

(6) Steering. Excessive play in the steering mechanism shall not exceed three (3) inches free play in turning the steering wheel from side to side.

(7) Engine. The engine compartment shall be reasonably clean and free of uncontained combustible materials.

(8) Mufflers. Mufflers shall be in good operating condition.

(9) Windows. The windshield shall be without cracks or chips that could interfere with the driver's vision. All other windows shall be intact and able to be opened and closed as intended by the manufacturer. The windows and windshield shall be maintained in a reasonably clean condition so as not to obstruct visibility.

(10) Door Latches. All door latches shall be operable from both the interior and exterior of the vehicle.

(11) Suspension. The vehicle's suspension system shall be maintained so that there are no sags because of weak or broken springs or excessive motion when the vehicle is in operation because of weak or defective shock absorbers.

(12) Seats. All seats shall be securely fastened. Seat belts, when required by the California Vehicle Code, shall be installed. The upholstery shall be free of grease, holes, rips, torn seams, and burns.

(13) Interior. The interior of each vehicle and the trunk or luggage area shall be maintained in a reasonably clean condition, free of foreign matter, offensive odors, and litter. The seats shall be kept reasonably clean and without large wear spots. The door handles and doors shall be intact and clean. The trunk or luggage area shall be kept empty except

for spare tire and personal container for the driver not exceeding one (1) cubic foot in volume and emergency equipment, to allow maximum space for passenger luggage and belongings.

(j) Each for-hire vehicle, except taxicabs and LSVs, shall contain:

(1) A fire extinguisher of the dry chemical or carbon dioxide type with an aggregate rating of at least 5 B/C units and a current inspection card affixed to it.

(2) A minimum of three (3) red emergency reflectors.

(3) A first-aid kit containing medical items to adequately attend to minor medical problems.

k) In the event that a for-hire vehicle for which a permit has been approved is taken out of service, by the permit holder for maintenance or any purpose, other than a violation of any provision of this Ordinance, a spare vehicle operating permit may be granted. The spare vehicle operating permit shall only be valid for the vehicle for which it was issued. The permit holder may only utilize a spare for-hire vehicle which has been duly inspected by an MTS inspector and approved prior to use. The permit holder must immediately inform an MTS inspector when a spare for-hire vehicle is in use and the location of the disabled vehicle. The spare vehicle will be issued a "spare vehicle" sticker which must be affixed to the left rear portion of the for-hire vehicle for which it is approved, in plain view from the rear of the for-hire vehicle. The permit holder may utilize one (1) spare for-hire vehicle for a period not to exceed thirty (30) calendar days from the date of issuance. This subsection shall not be construed, nor deemed to replace, those provisions in this Ordinance which apply to permanent replacement of a for-hire vehicle.

(l) The medallion issued to the permit holder must be affixed by an MTS inspector on the for-hire vehicle for which the permit is approved in plain view from the rear of the for-hire vehicle. The permit holder must immediately report the loss, destruction, or defacing of a medallion to the Chief Executive Officer. Except as provided in Subsection (k), it shall be unlawful to operate a for-hire vehicle without the medallion affixed and visible.

(m) There shall be displayed in the passenger compartment of each for-hire vehicle between the sun visors, in full view of the passengers in the front and rear seats, a card not less than ten (10) inches wide by six (6) inches high in size. Posted on this card, utilizing "Universe" font in black ink on white background, shall be:

1) The first line of the card, 3/4 inch in height, shall say one of the following according to permit type: TAXICAB, SIGHTSEEING, CHARTER, NONEMERGENCY, LOW-SPEED VEHICLE, OR JITNEY LOST AND FOUND.

2) Below this, the card shall include the vehicle medallion number in three-inch numerals.

3) Below the medallion number, the name, address, and phone number of the MTS For-Hire Vehicle Administration and the permit holder and/or permit holder trade name shall be printed, 1/4-inch in height.

4) Without approval from MTS, no other signs, markings, lettering, decals, or any type of information shall be displayed within 18 inches around the card.

(n) Advertisements, whether displayed on the inside or outside of the vehicle, shall be posted in accordance with MTS Board Policy No. 21, Revenue-Generating Display Advertising, Concessions, and Merchandise, any guidelines developed by the Chief Executive Officer, and the provisions of this Ordinance. Advertisements shall not be displayed without prior approval from MTS.

(o) The driver of each for-hire vehicle may either carry: a map of the City or County, published within the past two (2) years; or an electronic device equipped with a GPS enabled map, which shall be displayed to any passenger upon request.

(p) The maximum rates of fare charged for for-hire vehicle services shall be clearly and conspicuously displayed in the passenger compartment, unless if a taxicab which shall comply with Section 2.2(d) of this Ordinance.

(q) Each for-hire vehicle licensed to operate in the City or County shall have located on the passenger side dashboard area a driver identification card provided by the County of San Diego Sheriff or provide upon a request a valid VDDP driver certificate with a commercial driver's license. The driver identification card shall have no alterations or information covered. The driver identification card shall be visible to passengers, peace officers and MTS inspectors so they can easily view the driver identification card from either inside or outside the vehicle. The driver identification card issued by the Sheriff shall bear the following information:

- (1) The number of the license of the driver;
- (2) The name and business address of the driver;
- (3) The name of the owner of the vehicle; and
- (4) A small photograph of the driver.

(r) Each for-hire vehicle shall be equipped with a rearview mirror affixed to the right side of the vehicle, as an addition to those rearview mirrors otherwise required by the California Vehicle Code.

(s) The driver shall offer each passenger a printed receipt upon payment of the fare. The receipt shall accurately show the date, the amount of the fare, the driver's name and ID number, the taxicab number, the company (DBA) name, and the dispatch service name with phone number if a taxicab.

(t) All disputes to fare shall be determined by the peace officer or MTS inspector most readily available where the dispute is had. It shall be unlawful for any person to fail or refuse to comply with such determination by the peace officer or MTS inspector.

(u) It is unlawful for any person to refuse to pay the lawful fare of a for-hire vehicle after employing or hiring the same.

(v) The driver of any for-hire vehicle shall promptly obey all lawful orders or instructions of any peace officer, fire fighter, or MTS inspector.

(w) No driver of any for-hire vehicle shall transport any greater number of persons, including the driver, than the manufacturer's rated seating capacity for the vehicle.

(x) It shall be unlawful for any person to solicit business for a for-hire vehicle by making a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agent or employees of such owner, by which the owner, agent or employee receives any type of payment or commission for recommending or directing any passenger to a specific for-hire vehicle or company. It shall be unlawful for any permit holder, association, or driver to have or make a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agents or employees of such owner, by which the permit holder, association or driver receives any type of payment or commission for recommending or directing any passenger to an establishment operated by a specific owner.

(y) The driver of a for-hire vehicle shall wear, in a manner clearly visible on their person, an identification card approved by the Chief Executive Officer.

(z) The Board specifically finds that the dress, grooming, and conduct of for-hire vehicle drivers affect the public health and safety, particularly as it relates to visitors and the tourist industry. Therefore, while driving or operating a for-hire vehicle, drivers shall be hygienically clean, well-groomed, and neat and suitably dressed. Violations of this subsection are administrative in nature and shall not be the subject of criminal prosecution.

(1) The term "hygienically clean" shall refer to that state of personal hygiene, body cleanliness, and absence of offensive body odor normally associated with bathing or showering on a regular basis.

(2) The term "well-groomed" shall mean that, that scalp or facial hair shall be combed or brushed and that all clothing is clean, free from soil, grease and dirt, and without unrepaired rips or tears.

(3) The term "neat and suitably dressed" shall be interpreted to mean that: driver is wearing appropriate clothing to operate a for-hire vehicle; drivers shall wear shoes; driver cannot wear as an outer garment any of the following: undershirt or underwear, tank tops, body shirts (see-through mesh), swim wear, jogging or warm-up suits or sweatshirts or similar attire, jogging or bathing shorts or trunks, or sandals; and trouser-type shorts that are no shorter than four inches above the center of the kneecap are permissible.

(aa) For-hire vehicles shall comply with the California Vehicle Code, e.g., not impede traffic, and, where applicable, not operate on streets where posted speed limits are above 35 miles per hour. For-hire vehicle drivers, including taxicab, shall not load or unload passengers in traffic lanes.

(bb) Smoking is not permitted at any time inside a MTS-permitted vehicle.

(cc) A driver or permit holder shall not prejudice, disadvantage, or require a different rate or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex or any characteristic listed or defined in Section 11135 of the Government Code.

(dd) A driver shall not use rude or abusive language toward a passenger(s) or conduct any physical action that a reasonable person would construe as threatening or intimidating.

(ee) A driver may refuse a fare if it is readily apparent that the prospective or actual fare is a hazard to the driver or operator. A driver is not obligated to transport any person who is verbally or otherwise abusive to the driver. Such incidents shall also be noted on the trip log and notification

shall be immediately sent to the dispatch service organization, if a taxicab, which shall record the incident and keep the record for the minimum of 6 months.

(ff) No driver shall stop, park, or otherwise leave standing any MTS permitted vehicle within fifteen (15) feet of any fire plug except as modified in Section 2.5 of this Ordinance.

(gg) No driver shall stop, park or otherwise leave standing any MTS permitted vehicle in a disabled parking zone except as authorized per California Vehicle Code section 22507.8.

(hh) If a taxicab, proof that vehicle(s) meet California Air Resources Board criteria for zero emissions/low emissions.

(Section 1.8 amended 12/8/2022)

(Section 1.8 amended 1/20/2022)

(Section 1.8 amended 11/12/2020)

(Section 1.8 amended 10/10/2019)

(Section 1.8 amended 11/8/2018, effective 1/1/2019)

(Section 1.8 amended 12/14/2017)

(Section 1.8 amended 10/13/2016)

(Section 1.8 amended 5/12/2016)

(Section 1.8 amended 2/12/2015)

(Section 1.8 amended 8/7/2003)

(Section 1.8 amended 11/14/2002)

(Section 1.8 amended 9/24/1998)

(Section 1.8 amended 2/13/1997)

(Section 1.8 amended 6/24/1993)

Section 1.9 - Public Liability

(a) It shall be unlawful to operate a for-hire vehicle unless the permit holder establishes and maintains in effect one of the forms of financial responsibility specified in this section.

(1) This requirement may be met by maintaining a valid policy of insurance executed and delivered by a company authorized to carry on an insurance business, the financial responsibility of which company has been approved by the Chief Executive Officer. The terms of the policy shall provide that the insurance company assumes financial responsibility for injuries to persons or property caused by the operation of the for-hire vehicle in an amount determined by the Chief Executive Officer.

(2) The permit holder may also meet this requirement by obtaining a certificate of self-insurance for a specified amount approved by the Board and pursuant to the applicable provisions of the California Vehicle Code.

(b) A valid proof of insurance issued by the company providing the insurance policy required under Subsection (a) (1) of this section shall be filed with and approved by the Chief Executive Officer. This certificate shall provide that MTS is a named certificate holder and shall be placed in each vehicle, per California Vehicle Code Section 16020. It shall also provide that the insurer will notify MTS of any cancellation and that the cancellation notice be received at least thirty (30) days prior to cancellation of the policy. The certificate shall also state:

- (1) The full name of the insurer;
- (2) The name and address of the insured;
- (3) The insurance policy number;

- (4) The type and limits of coverage;
- (5) The specific vehicle(s) insured;
- (6) The effective dates of the certificate; and
- (7) The certificate issue date.

(Section 1.9 amended 11/12/2020)

(Section 1.9 amended 9/17/2015)

(Section 1.9 amended 11/14/2002)

Section 1.10 - Financial Ownership and Operating Records: Reporting Requirements

(a) Every person engaged in the business of operating a for-hire vehicle within the City under a permit granted by the Chief Executive Officer shall maintain:

(1) Financial records, including but not limited to the current executed taxicab driver lease agreement that includes all aspects of the business relationship between the permit holder and the lessee, and written receipts of all payments from lessee in accordance with good accounting practices;

(2) Ownership records; and

(3) Operating records in a form, and at intervals, which shall be determined from time to time by the Chief Executive Officer.

(b) Ownership and operating records shall be made available to the Chief Executive Officer upon demand at any reasonable time. The permit holder shall retain operating records for a minimum of six (6) months from the date the records are created.

(c) For purposes of this section, ownership records shall include, but are not limited to, the following:

(1) Copies of the Articles of Incorporation as filed ;

(2) Records identifying all corporate officers and members of the corporation's Board of Directors. A corporation shall report any change in corporate officers or members of its Board of Directors to MTS within ten (10) days of the effective date.

(3) A stock register recording the issuance or transfer of any shares of the corporate stock; and

(4) The registration cards issued by the State of California Department of Motor Vehicles to the vehicle owner for all for-hire vehicles operated under the authority of an MTS for-hire vehicle permit. Valid proof of registration shall be maintained in the vehicle at all times.

(d) For purposes of this section, operating records shall include, but are not limited to, the following:

(1) Typed or written dispatch records for taxicab companies which operate their own dispatch service;

(2) Any logs which a for-hire vehicle driver keeps describing the trips carried by a for-hire vehicle other than a taxicab;

(3) Copies of the daily trip log required by taxicab or LSV drivers under Section 2.4 (o); and

(4) Any other similar records.

(e) As a condition of permit renewal, upon permit renewal every permit holder shall file with the Chief Executive Officer a signed statement which shall report and attest to the accuracy of the following information:

(1) The individual name(s), business name, business mailing address, e-mail address, and telephone number of the permit holder(s);

(2) The name and address of all legal and registered owner(s) of the for-hire vehicle(s);

(3) The name and address of each person with a financial interest in the business which operates the vehicle(s);

(4) The year, manufacturer, model, vehicle identification number, license plate, and medallion number affixed to the permitted vehicle(s); and

(5) Proof of enrollment and names of any and all drivers enrolled in the DMV driver pull-notice program pursuant to Section 1.8(d) of this Ordinance.

(f) If the permit holder is an individual, the permit holder must email, mail or appear in person in the offices of MTS to file the statement; if the permit holder is a partnership, one of the partners must email, mail or appear in person in the offices of MTS to file the statement; if the permit holder is a corporation or LLC, an officer of the corporation, or a member of the LLC, authorized to represent the company, must email, mail or appear in person in the offices of MTS to file the statement. If email or mail is used, the email address or mailing address used by the permit holder must be an email address or mailing address that is on file with the Chief Executive Officer. Failure to produce the statement may result in permit suspension or denial of permit renewal.

(Section 1.10 amended 12/8/2022)

(Section 1.10 amended 11/12/2020)

(Section 1.10 amended 11/8/2018, effective 1/1/2019)

(Section 1.10 amended 5/12/2016)

(Section 1.10 amended 2/12/2015)

(Section 1.10 amended 8/7/2003)

(Section 1.10 amended 11/14/2002)

(Section 1.10 amended 6/24/1993)

Section 1.11 - Destruction, Permanent Replacement, Retirement or Inactive Status of For-Hire Vehicles

(a) Whenever a for-hire vehicle is destroyed, rendered permanently inoperative, is sold, or the permit holder is no longer the owner of the for-hire vehicle, the permit holder shall notify the Chief Executive Officer in writing within forty-eight (48) hours.

(b) If a taxicab permit holder plans to change where it is Substantially Located, the permit holder shall notify the Chief Executive Officer and the new jurisdiction in which it will become Substantially Located within six (6) months or as soon as practicable prior to making that change.

(c) A permit holder may place a for-hire vehicle under inactive status after written permission is obtained from the Chief Executive Officer. The following guidelines are to be used in granting permission for a for-hire vehicle to be placed and kept on inactive status:

- (1) No laps in payment of annual regulatory fees during any time of inactive status;
- (2) Permit must be in good standing (e.g. no pending disciplinary or enforcement action); and
- (3) Annual statement must be filed in accordance with Section 1.10(e).

(d) At any time a permit holder may bring a for-hire vehicle under inactive status back into service after written permission is obtained from the Chief Executive Officer. The following guidelines are to be used in granting permission to return a for hire vehicle under inactive status back to service:

- (1) Permit holder must notify Chief Executive Officer in writing of their intent to place their vehicle back into service;
- (2) Permit holder must show proof of a valid vehicle insurance policy as required by Section 1.9;
- (3) Permit holder must show proof of current vehicle registration;
- (4) Permit holder must show proof of current subscription to a dispatch service organization, if a taxicab; and
- (5) Vehicle must pass MTS required inspection.

(e) The Chief Executive Officer shall, as a matter of owner right, allow the replacement of a vehicle which is destroyed, rendered inoperative, sold or transferred, provided that the permit holder has complied with, and the for-hire vehicle is in conformance with, all applicable provisions of this Ordinance. An owner must remove the markings from the vehicle that indicate it is a taxicab or LSV before the owner disposes of it.

(Section 1.11 amended 2/14/2019)

(Section 1.11 amended 10/13/2016)

(Section 1.11 amended 8/7/2003)

(Section 1.11 amended 11/14/2002)

(Section 1.11 amended 2/13/1997)

Section 1.12 - Driver's Identification Cards

(a) No person shall drive or operate any for-hire vehicle under the authority of a permit granted under this Ordinance unless such person: displays a valid driver's identification card obtained annually through the Sheriff of the County of San Diego; or provides upon request a VDDP driver certificate with a commercial driver's license.

(b) No permit holder shall employ as a for-hire vehicle driver or operator any person who has not obtained a for-hire vehicle driver's identification card through the Sheriff of the County of San Diego or VDDP driver certificate with a commercial driver's license.

(c) No permit holder shall employ as a driver or operator any person whose privilege to operate a for-hire vehicle within the City has expired, or has been revoked, denied or suspended or prohibited.

(d) A driver may drive for more than one permit holder. The driver must, however, have on file with and accepted by the Sheriff of the County of San Diego, a separate application on forms provided by the Sheriff, for each permit holder with whom he has a current driving agreement. A driver may have on file with the Sheriff a maximum of four (4) such applications at any one time. It shall be unlawful for a driver to accept or solicit passengers for hire in the City or County while operating the taxicab or LSV of any permit holder for whom the driver does not have such an application on file with the Sheriff.

(e) No person shall drive or operate any for-hire vehicle, under the authority of a permit granted under this Ordinance unless such person has successfully completed an MTS-approved driver safety training course concerning driver safety rules and regulations, map reading, crime prevention, courtesy and professionalism, and compliance with the ADA. As determined by the Chief Executive Officer, a corresponding qualification examination may be required.

(f) No person who has received a notice of prohibition pursuant to Section 1.14, or whose privilege to operate a for-hire vehicle within the City has expired, or has been suspended, revoked or denied by the Sheriff, California Highway Patrol, or the Chief Executive Officer shall drive or operate a for-hire vehicle within the City.

(g) No for-hire vehicle driver's identification card shall be issued or renewed by the Sheriff to any of the following persons:

(1) Any person under the age of eighteen (18) years.

(2) Any person who has been convicted of a felony involving a crime of force or violence against any person, or the theft of property, unless five (5) years have elapsed since their discharge from a penal institution or satisfactory completion of probation for such conviction during which period of time their record is good.

(3) Any person who has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any infraction, misdemeanor, or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the driver to operate a for-hire vehicle business and transport passengers, unless five (5) years shall have elapsed from the date of discharge from a penal institution or the satisfactory completion of probation for such conviction.

(4) Any person who, within the five (5) years immediately preceding the processing of the application, has been convicted of or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation reasonably and rationally related to the for-hire vehicle industry or any similar business operation which would have authorized the suspension or revocation of the driver's identification card in accordance with Section 1.14 of this Ordinance.

(5) Any person who is required to register as a sex offender pursuant to the California Penal Code.

(6) Any person who has provided false information of a material fact in their application within the past five (5) years.

(7) No person shall obtain or renew a driver's identification card unless such person has successfully completed a driver safety training course approved by the Chief Executive Officer.

(8) When a driver permanently no longer drives for an MTS For-Hire Vehicle Administration permit holder, the permit holder shall report this to the Sheriff's Department within ten (10) calendar days.

(h) The Sheriff is authorized to issue temporary for-hire vehicle driver identification cards pending the approval or denial of an application for a regular for-hire vehicle driver identification card. No temporary for-hire vehicle driver identification card shall be issued without the satisfactory completion of a local law enforcement agency record check of the applicant. Any temporary identification card so issued shall be valid for a period not to exceed ninety (90) days or until the date of approval or denial of the application for a regular for-hire vehicle driver identification card, whichever shall occur first. The issuance of a temporary identification card hereunder shall not authorize the operation of a for-hire vehicle following the denial of the application while pending the resolution of any appeal otherwise provided for in Section 1.16 of this Ordinance. The Sheriff or the Chief Executive Officer shall establish nonrefundable filing fees to defray the costs of processing regular and temporary driver identification cards.

(Section 1.12 amended 12/8/2022)

(Section 1.12 amended 1/20/2022)

(Section 1.12 amended 11/12/2020)

(Section 1.12 amended 10/10/2019)

(Section 1.12 amended 11/8/2018, effective 1/1/2019)

(Section 1.12 amended 12/14/2017)

(Section 1.12 amended 5/12/2016)

(Section 1.12 amended 11/15/2012)

(Section 1.12 amended 8/7/2003)

(Section 1.12 amended 11/14/2002)

(Section 1.12 amended 9/24/1998)

(Section 1.12 amended 10/30/1997)

(Section 1.12 amended 11/9/1995)

Section 1.13 - Suspension and Revocation of Permit

(a) Permits may be suspended or revoked by the Chief Executive Officer at any time in case:

(1) The Chief Executive Officer finds the permit holder's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance.

(2) The permit holder fails to comply with the applicable provisions of this Ordinance.

(3) The drivers of the for-hire vehicle or vehicles fail to act in accordance with those provisions of this Ordinance which govern driver actions. The permit holder shall have

strict liability in this regard; however, this provision shall not restrict the Chief Executive Officer's ability to penalize a driver for violations of those provisions of this Ordinance which govern driver actions.

(4) The owner ceases to operate a for hire vehicle without having obtained written permission from the Chief Executive Officer.

(5) The permit holder is found to be operating a for-hire vehicle that is under inactive status.

(6) The for-hire vehicle or vehicles, if operated as a LSV or a taxicab, are operated at a rate of fare greater than the maximum rates of fare authorized by the Chief Executive Officer or posted on the taxicab or LSV pursuant to Section 2.2 (a) of this Ordinance.

(7) The for-hire vehicle or vehicles, if operated as a taxicab, are operated at a rate of fare greater than current maximum rate established by the Board pursuant to Section 2.2(a) of this Ordinance or the applicable rate provided to passenger pursuant to Section 2.4 (q) of this Ordinance.

(8) The permit holder fails to begin operating the for-hire vehicle for which the permit is first approved within ninety (90) days after the approval date.

(9) The permit holder has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any misdemeanor or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the applicant or permit holder to operate a for-hire vehicle business and transport passengers, unless the date of discharge from a penal institution or the satisfactory completion of parole or probation for such conviction has elapsed.

(10) The permit holder has been convicted of a crime that would require a person to register as a sex offender under the California Penal Code. For purposes of this section, a plea or verdict of guilty, a finding of guilt by a court, a plea of nolo contendere or a forfeiture of bail shall be considered a conviction.

(b) A permit holder shall be notified in writing within 10 working days when a credible complaint has been filed with the Chief Executive Officer by a member of the public where such complaint involves the permit holder, the driver of the permitted for-hire vehicle, or the dispatch service to which the permit holder is subscribed. It shall be the responsibility of the permit holder to investigate the complaint and report in writing to the Chief Executive Officer within 30 days the result of the investigation and any corrective action taken or proposed. Where the complainant has agreed to the sharing of their identity, the results of the investigation, findings, and actions shall be communicated to the complainant.

(c) In the event the Chief Executive Officer finds a permit holder has failed to responsibly respond to notification of complaints or to initiate corrective action, the Chief Executive Officer shall issue a notice of proposed adverse action to the permit holder. If the circumstances of the complaint or subsequent investigation so warrant, the Chief Executive Officer may issue a notice of adverse action to a driver independently of or in conjunction with any adverse action

proposed to the permit holder. The Chief Executive Officer shall refer to the Administrative Penalty Guidelines in determining a proposed adverse action.

(d) The permit holder or driver in receipt of a notice of proposed adverse action shall be given the opportunity to appear for an informal hearing before the Chief Executive Officer or designated representative. Failure to appear will constitute waiver of the hearing. Following the hearing or waiver thereof, the Chief Executive Officer shall issue the notice of adverse action if justified by the facts. If the Chief Executive Officer determines that the performance of the permit holder or driver involves criminal activity or constitutes a serious degradation of the public safety, convenience, or necessity, a notice of adverse action may be issued and the action effected without hearing.

(e) Upon a finding by the Chief Executive Officer that a permit holder falls within the provisions of this section, the permit holder or driver shall be notified that their permit has been subjected to an adverse action and that the matter is such that the action may be appealed. In lieu of an action provided for in the Administrative Penalty Guidelines, the Chief Executive Officer may impose a fine or a fine and a period of suspension for any violation(s) of this Ordinance.

(Section 1.13 amended 12/8/2022)

(Section 1.13 amended 1/20/2022)

(Section 1.13 amended 2/14/2019)

(Section 1.13 amended 11/8/2018, effective 1/1/2019)

(Section 1.13 amended 12/14/2017)

(Section 1.13 amended 10/13/2016)

(Section 1.13 amended 5/12/2016)

(Section 1.13 amended 8/7/2003)

(Section 1.13 amended 11/14/2002)

(Section 1.13 amended 6/24/1999)

Section 1.14 - Suspension and Revocation of Driver's Identification Cards

(a) Driver's identification cards issued by the Sheriff may be suspended or revoked by the Chief Executive Officer at any time in case:

(1) The Chief Executive Officer finds the driver's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance; or

(2) The driver fails to comply with the applicable provisions of this Ordinance; or

(3) Circumstances furnish grounds for the denial, suspension, revocation or refusal to renew the driver's identification card by the Sheriff under the terms of the applicable Ordinance of the County of San Diego; or

(4) Their California Driver's License is revoked or suspended; or

(5) The driver is convicted of reckless driving or driving while under the influence of intoxicating liquors and/or narcotics; or

(6) The driver has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any crime involving force and violence, or reasonably and rationally is related to the ability or integrity of the driver to operate a for-hire vehicle or transport passengers; or

(7) The driver has ever been convicted of a crime that requires registration under the California Penal Code as a sex offender.

(b) For purposes of Subsections (a) (1) through (a) (6) of this section, a plea of nolo contendere, or a forfeiture of bail shall be considered a conviction if it occurred within the five (5) years immediately preceding the date of application for a permit or identification card.

(c) Notwithstanding a driver's possession of a valid taxicab or LSV driver identification card, the Chief Executive Officer may deny, suspend, revoke, or refuse to renew the driver's privilege to operate a for-hire vehicle in the City if the driver falls within the provisions of this section. The Chief Executive Officer shall send a notice of prohibition the date postmarked to operate a taxicab or LSV to any holder of a Sheriff's driver identification card who is ineligible under Subsection (a) to operate a for- hire vehicle within the City limits. The notice of prohibition shall be appealable in accordance with Section 1.16.

(Section 1.14 amended 1/20/2022)

(Section 1.14 amended 10/10/2019)

(Section 1.14 amended 5/12/2016)

(Section 1.14 amended 8/7/2003)

(Section 1.14 amended 11/14/2002)

(Section 1.14 amended 6/24/1999)

Section 1.15 - Surrender of Medallion

(a) When a permit has been suspended or revoked, the operation of any for-hire vehicle authorized by such permit shall cease, and its medallion surrendered immediately to the Chief Executive Officer.

(Section 1.15 amended 11/14/2002)

Section 1.16 - Right of Administrative Appeal from Denial, Suspension or Revocation of Permit or Driver's Identification Card or Related Adverse Action

(a) The permit holder or driver shall be notified that they may file with the Chief Executive Officer a written administrative appeal ten (10) days after delivery of the notice of revocation or suspension, or the denial of a license, permit, or driver's identification card issued by the Sheriff, the notice of prohibition to operate or the imposition of a fine. The permit holder or driver shall set forth in the appeal the reasons why such action is not proper.

(b) If no administrative appeal is filed within the proper time, the permit or driver's identification card issued by the Sheriff shall be considered revoked, suspended or denied, and shall be surrendered, the fine be imposed, as applicable, or the notice of prohibition to operate take effect.

(c) Except as provided in Subsection (d), once an administrative appeal is filed, the revocation or suspension of the permit or driver's identification card issued by the Sheriff, the effect of the notice of prohibition to operate, or the imposition of the fine shall be stayed pending the final determination of the administrative appeal.

(d) If, in the Chief Executive Officer's opinion, the continued operation of a for-hire vehicle or possession of a driver's identification card issued by the Sheriff represents an unsafe condition for any passenger or pedestrian, the revocation or suspension of the related permit, driver's identification card, or the effect of any notice of prohibition to operate shall not be stayed. A

revocation or suspension of a permit imposed for failure to comply with Section 1.8 (g) or Section 1.9 is rebuttably presumed to represent an unsafe condition pending the determination of the appeal or the correction of the violation, whichever shall occur first. Notwithstanding, no medallion shall be reaffixed to a vehicle until the violation under Sections 1.8 (g) or 1.9 has been corrected.

(Section 1.16 amended 1/20/2022)

(Section 1.16 amended 11/12/2020)

(Section 1.16 amended 10/10/2019)

(Section 1.16 amended 8/7/2003)

(Section 1.16 amended 11/14/2002)

Section 1.17 - Procedure Upon Administrative Appeal

(a) When an appeal is filed, the Chief Executive Officer shall review the appeal, and based on additional information provided therein, may revise the findings and penalty; in accordance with the additional information provided; or cause the appeal to be assigned to a Hearing Officer, who shall expeditiously schedule the hearing before him/her.

(1) The Chief Executive Officer shall use California Department of General Services, Office of Administrative Hearings Administrative Law Judges as Hearing Officers. The assignment of Administrative Law Judges as Hearing Officers shall be determined by the California Department of General Services, Office of Administrative Hearings.

(2) The Hearing Officer shall be a member of the California State Bar and shall not be an MTS employee.

(b) The appellant and the Chief Executive Officer or designate shall each have the right to appear in person and be represented by legal counsel, to receive notice, to present evidence, to call and cross-examine witnesses under oath, and to present argument.

(c) An appellant may select an individual to interpret for them. MTS will not pay any costs or be held responsible for any aspect of the interpreter's ability to accurately interpret the hearing.

(1) The Hearing Officer shall have the power to compel attendance of witnesses and documents by subpoena, in accordance with state law.

(2) The formal rules of evidence need not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible. Hearsay evidence may be considered by the Hearing Officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence. The formal exceptions to the hearsay rule shall apply.

(d) The Chief Executive Officer shall promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.

(e) The decision of the Hearing Officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.

(f) If the Hearing Officer decides to suspend or revoke a permit or driver's identification card, the appellant shall immediately surrender the medallion or driver's identification card to the Chief Executive Officer.

(Section 1.17 amended 5/12/2016)

(Section 1.17 amended 11/15/2012)

Section 1.18 - Exceptions to Provisions

(a) The provisions of this Ordinance do not apply to:

(1) a vehicle properly licensed under the jurisdiction of the California Public Utilities Commission (CPUC) unless such vehicle also provides transportation services regulated by MTS under this Ordinance;

(2) public transit vehicles owned, operated, or contracted for by MTS and operators and drivers of such vehicles;

(3) a vehicle properly licensed by the State or County as an ambulance, and its driver if properly licensed by the California Highway Patrol pursuant to Vehicle Code section 12527 (i.e. for-hire driver for an ambulance); or

(4) a vehicle properly regulated by the California Highway Patrol pursuant to Vehicle Code sections 34500 et seq. (i.e. bus, schoolbuses, school pupil activity buses, or youth buses), and its driver if properly licensed by the California Highway Patrol pursuant to Vehicle Code sections 12523.6 (i.e. for-hire driver of vehicles for developmentally disabled) or 12517.3 (i.e. for-hire driver for a schoolbus, school pupil activity bus, or youth bus).

(b) For compliance purposes, MTS inspectors may inspect all vehicles listed in Section 1.18 (a) to ensure they are not exceeding the authority granted by their license or operating as unlicensed private- hire transportation provider.

(Section 1.18 amended 10/10/2019)

(Section 1.18 amended 12/14/2017)

(Section 1.18 amended 5/12/2016)

(Section 1.18 amended 11/15/2012)

(Section renumbered to 1.18 9/24/1998)

(Section 1.17 amended 1/12/1995)

(Section 1.17 amended 6/24/1993)

Section 1.19 - Chief Executive Officer's Authority to Adopt Rules and Promulgate a Schedule of Fines

(a) Except where Board action is specifically required in this Ordinance, the Chief Executive Officer may adopt any rules and regulations reasonable and necessary to implement the provisions of this Ordinance. The Chief Executive Officer shall promulgate a schedule of administrative fines and penalties for violations of this Ordinance in lieu of the revocation or suspension of a permit or identification card issued by the Sheriff, a copy of which schedule shall be filed with the Clerk of the Board.

(Section 1.19 amended 10/10/2019)

(Section renumbered to 1.19 9/24/1998)

Section 1.20 - Americans with Disabilities Act

(a) Permit holders, vehicles, and drivers are required to comply with the requirements of the federal Americans with Disabilities Act (ADA), and ADA regulations are hereby incorporated into MTS Ordinance No. 11 by reference. A violation of ADA requirements is a violation of this Ordinance and subject to a fine or suspension or revocation or a combination.

(Section renumbered to 1.20 9/24/1998)

(Section 1.19(a) was added 4/10/1997)

SECTION 2.0 - TAXICABS AND/OR LSVs

Section 2.1 - Types of Service

(a) A taxicab or LSV is authorized to provide exclusive ride and group ride service.

(Section 2.0 and 2.1 amended 8/7/2003)

Section 2.2 - Rates of Fare

(a) After a noticed and open public hearing of the Taxicab Advisory Committee, MTS shall establish a maximum rate of fare for exclusive ride and group ride hire of taxicabs and/or LSVs. A permit holder may petition the Board for any desired change in the maximum taxicab or LSV rates for exclusive ride and/or zone rates and group ride hire.

(b) Taxicab trips from San Diego International Airport shall not be charged more than the authorized maximum rate of fare. Notwithstanding, rates for trips originating at the airport may include an extra charge equal to the Airport Access Fee assessed against the individual taxicab operator by the San Diego County Regional Airport Authority. The extra may not be charged on any trip that does not originate at the airport or on any trip where the taxicab operator does not pay the fee to the San Diego County Regional Airport Authority. The extra charge may only be charged to the passenger by visually identifying the Airport Access Fee on the taxicab meter. A driver may not verbally request payment. All taxicabs utilizing the Airport Access Fee must have a decal, approved by the Chief Executive Officer and the County of San Diego Office of Weights and Measures. The decal shall identify and accurately describe the extra charge consistent with regulatory requirements.

(c) All taxicabs shall accept major credit cards including, but not limited to, VISA, MasterCard, American Express, and Discover. Credit Card fees shall not be passed onto passengers.

(d) The taxicab permit holder or taxicab driver shall disclose fares, fees or rates to the passenger. The taxicab permit holder or taxicab driver may disclose by website, mobile telephone application or telephone orders.

(e) It shall be unlawful for a permit holder or driver to operate any taxicab in the City or County, unless the vehicle is equipped with a Taximeter that meets the requirements of the State of California.

(1) If Hard Meter, each taxicab permit holder shall have the Taximeter set by properly licensed personnel for the rate that he/she will charge and have the Taximeter sealed and inspected.

(2) If Soft Meter, a certificate of approval must be provided by the California Department of Food and Agriculture Division of Measurement Standards

(3) The Taximeter shall calculate fares upon the basis of a combination of mileage traveled and time elapsed. When operative with respect to fare indication, the fare-indicating mechanism shall be actuated by the mileage mechanism whenever the vehicle is in motion at such a speed that the rate of mileage revenue equals or exceeds the time rate, and may be actuated by the time mechanism whenever the vehicle speed is less than this, and when the vehicle is not in motion.

(4) Waiting time shall include all time when a taxicab occupied or engaged by a passenger is not in motion or is traveling at a speed which is slow enough for the time rate to exceed the mileage rate. Waiting time will also include the time consumed while standing at the direction of the passenger or person who has engaged the taxicab.

(5) It shall be the duty of every permit holder operating a taxicab to keep the Taximeter in proper condition so that the Taximeter will, at all times, correctly and accurately indicate the charge for the distance traveled and waiting time. The Taximeter shall be at all times subject to the charge for the distance traveled and waiting time.

(6) The Taximeter shall be at all times subject to inspection by an MTS inspector or any peace officer. The MTS inspector or peace officer is hereby authorized at their instance or upon complaint of any person to investigate or cause to be investigated the Taximeter, and upon discovery of any inaccuracy in the Taximeter, or if the Taximeter is unsealed, to remove or cause to be removed the vehicle equipped with this taximeter from the streets of the City until the Taximeter has been correctly adjusted and sealed. Before being returned to service, the vehicle and Taximeter must be inspected and approved by the Chief Executive Officer.

(7) Any device repairperson who places into service, repairs, or recalibrates a Taximeter shall record the tire size and pressure of the drive wheels of that vehicle, as tested, on the repair person's sticker.

(8) It shall be the duty of the permit holder to ensure the proper device repair person's sticker is affixed to the Taximeter and to ensure the tires are the proper size.

(f) It shall be unlawful for any driver of a taxicab, while carrying exclusive or group ride passengers, to display the flag or device attached to the Taximeter in such a position as to denote that the vehicle is for hire, or is not employed, or to have the flag or other attached device in such a position as to prevent the Taximeter from operating. It shall be unlawful for any driver to throw the flag into a position which causes the Taximeter to record when the vehicle is not actually employed, or to fail to throw the flag or other device into non-recording position at the termination of each and every service.

(g) The Taximeter shall be so placed in the taxicab that the reading dial showing the amount of fare to be charged shall be well-lighted and easily readable by the passenger riding in such taxicab.

(h) It shall be unlawful for any permit holder and/or driver of a taxicab or LSV to demand of a passenger a charge for hire which is greater than the current maximum rate approved by the Board pursuant to Section 2.2 (a) or (b) of this Ordinance.

(i) Except as provided in this section, it shall be unlawful for any permit holder and/or driver to demand of a passenger a charge for hire which is greater than the authorized maximum rate pursuant to Section 2.2 (a) of this Ordinance.

(j) Nothing in this Ordinance shall preclude a dispatch service, permit holder, or driver from agreeing with prospective passenger(s) to a rate of fare which is equal to or less than the maximum rates of fare if the agreement is entered into in advance of the passenger(s) hiring the taxicab for the trip. To ensure the fare agreement is equal to or less than the maximum rates of fare, the taximeter shall remain in recording position until the termination of the trip.

(Section 2.2 amended 1/20/2022)

(Section 2.2 amended 12/12/2019)

(Section 2.2 amended 11/8/2018, effective 1/1/2019)

(Section 2.2 amended 12/14/2017)

(Section 2.2 amended 5/12/2016)

(Section 2.2(c)(2) amended 11/15/2012)

(Section 2.2(b) amended 4/19/2012)

(Section 2.2 amended 8/7/2003)

(Section 2.2 amended 5/8/2003)

(Section 2.2 amended 11/14/2002)

(Section 2.2 amended 6/24/1999)

(Section 2.2 amended 9/24/1998; Section 2.2c operative May 1, 1999)

(Section 2.2 amended 10/30/1997)

(Section 2.2 amended 4/10/1997)

Section 2.3 - Equipment and Specifications

(a) No taxicab shall be operated until the taximeter thereon has been inspected, tested, approved and sealed, if applicable, by an authorized representative of the State of California, and thereafter so maintained in a manner satisfactory to the Chief Executive Officer.

(b) Each taxicab may be equipped with a device which plainly indicates to a person outside the taxicab whether the taximeter is in operation or is not in operation.

(c) Mandatory Exterior Markings: The permit holder must display one of the following exterior markings schemes on each taxicab:

(1) Exterior Marking Scheme 1: The following must be displayed if in use of Exterior Marking Scheme 1:

(A) The permit holder's trade name shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both rear doors or both rear quarter panels utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line.

(B) The medallion number shall be painted or permanently affixed, on both rear doors or both rear quarter panels, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer

pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability.

(2) Exterior Marking Scheme 2: The following must be displayed if in use of Exterior Marking Scheme 2:

(A) The permit holder's trade name shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both front doors utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line.

(B) The medallion number shall be painted or permanently affixed, on both front doors, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.

(C) The permit holder's trade name and medallion number shall be painted or permanently affixed on the rear of the taxicab, four (4) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. In the event the rear of the vehicle does not have four inches of vertical space for the trade name and medallion number, the rear lettering may be less than four inches, provided that it is easily readable from a distance of 50 feet.

(3) Exterior Marking Scheme 3: Shall only apply to taxicab vehicles with an unladen weight of 6,000 pounds or less. The following must be displayed if in use of Exterior Marking Scheme 3::

(A) The permit holder's trade name shall be permanently affixed to the upper edge of the front and rear windshields and lower part of both left and right rear windows, three (3) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in any solid color to produce maximum contrast adequately spaced for maximum readability.

(B) The medallion number shall be permanently affixed on the upper right side of the front windshield, upper left part of the rear windshield, and both right and left rear glass panels. The Medallion number shall be a minimum of (4) inches high utilizing "Univers" or other Chief Executive Officer pre-approved font any in any solid color to produce maximum contrast adequately spaced for maximum readability.

(d) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on their taxicab which must be posted only at the specific location and in the size noted.

(1) Trade Name Logo. If the permit holder chooses to display their trade name logo, the trade name logo shall be posted on the rear portion of both side rear quarter panels or bottom parts of the front or rear windshields farthest removed from the driver. The logo shall not exceed (6) six inches in diameter.

(2) Dispatch Service Provider. If the permit holder chooses to display the dispatch service provider name or logo, the dispatch service provider name or logo cannot utilize the words "cab" or taxi." The dispatch service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.

(3) Dispatch Service Telephone Number. If permit holder chooses to display the dispatch service telephone number, the telephone number must be no more than three (3) inches in height and posted on the top front portion of both front side quarter panels or lower part of left and right rear windows

(4) "Driver Carries Only \$_____ Change". If the permit holder chooses to post "Driver Carries only \$_____ Change", postings must be located only on rear quarter panels near the rear door but clear of the rates of fare.

(5) "Leased to Driver". If permit holder chooses to post "Leased to Driver," it must be posted only on both side rear quarter panels near the rear door but clear of the rate of fares in lettering no larger than 1 inch.

(6) Body Numbers. If the permit holder chooses to post an internally assigned body number, different from the medallion number, the body number shall be posted in one (1) inch numerals on the front and rear bumpers.

(e) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.

(f) All taxicabs shall be equipped and operated so that they may be dispatched by two-way radio or two-way electronic communication, monitored by a dispatcher, in response to a telephone or other request for service by a prospective passenger.

(1) Means of dispatch device must be turned on, and audible to driver, at all times the taxicab is in service.

(2) Dispatch equipment, such as a two-way radio, cellular phone or tablet, shall be securely mounted within the vehicle in such a way to be visible to peace officers and MTS inspectors and allow for hands-free operation while the vehicle is in motion.

(g) If radio dispatch capability is utilized, the dispatch service must abide by the following: the radio dispatch capability described in paragraph (d) of this section must be provided so as to conform to the regulations of the Federal Communications Commission (FCC) pertaining to Land Transportation Radio Services. Failure to conform to those regulations will additionally constitute a failure to meet the requirements of this section.

(1) The current valid FCC license shall be on file with MTS.

(2) Taxicab permit holder shall provide current proof the radio or electronic device has passed inspection by an MTS-approved inspector.

(3) Taxicab radios shall have the capability to receive or transmit only on frequencies specified in the FCC license of the radio service subscribed to by the permit holder.

(h) Each permit holder shall equip each permitted taxicab with a device capable of electronically processing credit card transactions. The device must be visible to all passengers and

must allow the passenger to operate the payment device independently of the driver, without having to hand the credit card to the driver. The device must be fully operational at all times. The permit holder dispatch service, or driver shall be the merchant of record associated with the device. Any means of electronic credit card acceptance is acceptable so long as it complies with the provisions set forth in Section 1.8 (s).

(Section 2.3 amended 1/20/2022)

(Section 2.3 amended 11/12/2020)

(Section 2.3 amended 12/12/2019)

(Section 2.3 amended 11/8/2018, effective 1/1/2019)

(Section 2.3 amended 12/14/2017)

(Section 2.3 amended 10/13/2016)

(Section 2.3 amended 5/12/2016)

(Section 2.3 amended 2/12/2015)

(Section 2.3 amended 11/15/2012)

(Section 2.3 amended 6/27/2002)

(Section 2.3 amended 9/24/1998; Section 2.3c operative May 1, 1999)

(Section 2.3 amended 6/27/1991; effective 7/27/1991)

(Section 2.3 amended 4/10/1997)

Section 2.4 - Operating Regulations

(a) Operating regulations shall be promulgated and adopted from time to time by resolution of the Board. These resolutions will have the force of law and will be published and processed as though set forth in this Ordinance.

(b) Any driver employed to transport passengers to a definite point shall take the most direct route possible that will carry the passenger to the destination safely and expeditiously.

(c) A failure of the driver of any taxicab or LSV to assist a passenger with the loading or unloading of a reasonable size, number, and kind of passenger luggage or other items, when requested to do so, shall be specifically defined as a violation of this section.

(1) A driver is not required to lift any single piece of passenger luggage or other item that exceeds 25 pounds in weight. The requirement for loading or unloading assistance shall be limited to retrieval from or deposit onto the nearest curbside adjacent to the legally parked taxicab or LSV. A sign in the form of a transparent decal may be affixed to the rear-door, side window stating that, "DRIVER IS NOT REQUIRED TO LOAD LUGGAGE IN EXCESS OF 25 POUNDS PER ITEM OR OF A SIZE OR KIND THAT WILL NOT SAFELY FIT IN THE DESIGNATED LUGGAGE AREA OF THIS VEHICLE."

(2) A driver with a disability that prevents them from handling items as defined in subsection (1) above must receive prior approval from MTS and provide supporting documentation of such a disability. After receiving MTS approval, a driver may affix a small sign either in the passenger section of the vehicle to be clearly visible to a rear seat passenger or on the inside of the trunk cover lid stating that, "DRIVER HAS DISABILITY THAT PREVENTS HANDLING OF LUGGAGE."

(d) It shall be unlawful for taxicab operators to refuse or discourage a prospective or actual fare based upon trip length within City or County, or method of payment. Driver shall not refuse payment by credit card.

(1) A vehicle designated as an LSV may refuse a prospective or actual fare if the trip distance is outside allowed areas of operations.

(2) A failure to promptly dispatch (within the standards required by Sections 2.6(a)(1), (2), and (3) of this Ordinance), or any action by a driver of any taxicab or LSV to refuse or discourage a prospective or actual passenger who must transport foodstuffs or who must meet a medical appointment, irrespective of trip length, shall be specifically defined as a violation of this section so long as that prospective passenger has notified the dispatch service of this circumstance at the time a request for taxi service was made.

(e) No driver of any taxicab or LSV shall stop, park, or otherwise leave standing a taxicab or LSV on the same side of the street in any block in which taxicabs or LSVs are already stopped, parked, or otherwise standing except the taxicab or LSV may actively unload in a passenger loading zone or be parked in a marked taxi/LSV stand.

(f) No driver shall stop, park or otherwise leave standing a taxicab or LSV within one-hundred (100) feet of any other taxicab or LSV except in a marked taxi/LSV stand or while actively loading or unloading passengers.

(g) An out-of-service sign must be displayed when the taxicab or LSV is not available for hire and is being operated or is lawfully parked for purposes of maintenance, inspection, or personal use. The sign must be placed in a location in the vehicle that is clearly visible from the exterior of the vehicle. The sign must be of durable material and written in block letters in black ink and easily readable from a distance of not less than ten (10) feet.

(h) A taxicab driver may seek passengers by driving through any public street or place without stops, other than those due to obstruction of traffic, and at such speed as not to interfere with or impede traffic.

(i) It shall be unlawful, however, for the driver to seek passengers by stopping at or driving slowly in the vicinity of an entertainment center or transportation center or any other location of public gathering, in such a manner as to interfere with public access to or departure from that center or location, or so as to interfere with or impede traffic.

(j) It shall also be unlawful for a taxicab or LSV driver, having parked and left their taxicab or LSV, to solicit patronage among pedestrians on the sidewalk, or at any entertainment center, transportation center, or other location of public gathering.

(k) No person shall solicit passengers for a taxicab or LSV other than the driver thereof; however, the Chief Executive Officer may authorize a dispatcher to solicit passengers and assist in loading passengers at such times and places as, in their discretion, public service and traffic conditions require.

(l) It shall be unlawful for the driver or operator of any taxicab or LSV to remain standing in any established taxicab or LSV stand or passenger loading zone, unless the driver or operator remains within twelve (12) feet of their taxicab or LSV, except when the driver or operator is actually engaged in assisting passengers to load or unload.

(m) Only paying passengers and persons specifically authorized by the Chief Executive Officer may occupy a taxicab or LSV that is already occupied by a paying passenger. No driver, once a paying passenger has occupied the taxicab or LSV, shall permit any other nonpaying passenger to occupy or ride in the taxicab or LSV.

(n) It shall be unlawful to respond to a call for service dispatched to another operator except when an LSV refers service to another operator because the trip distance is outside of the approved area of jurisdiction.

(o) The taxicab or LSV driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name, taxicab or LSV number, date, time, beginning odometer reading, starting and ending locations, type of service provided, and fare paid for each trip provided.

(1) The daily trip log shall consist, at a minimum, of a five- by seven-inch paper form retained on a stiff-board writing surface with ruled lines and columns sufficient to contain the required information. All entries will be in black or dark blue ink, block letters, and be clearly legible. Colored paper that is lightly shaded is allowed provided there is sufficient contrast for entries to be easily read. Onboard electronically generated reports that meet the legibility requirements are acceptable.

(2) The driver shall deliver trip logs to the permit holder upon request or at a weekly interval, whichever is less.

(3) If a taxicab, the trip log shall be retained for at least 18 months.

(p) All operating regulations set forth in Section 1.8 apply.

(q) The permit holder or the driver of the taxicab shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, with an application of a mobile phone, device, or other internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

(Section 2.4 amended 1/20/2022)
(Section 2.4 amended 11/8/2018, effective 1/1/2019)
(Section 2.4 amended 12/14/2017)
(Section 2.4 amended 10/13/2016)
(Section 2.4 amended 5/12/2016)
(Section 2.4 amended 2/12/2015)
(Section 2.4 amended 11/15/2012)
(Section 2.4 amended 8/7/2003)
(Section 2.4 amended 11/14/2002)
(Section 2.4 amended 6/24/1999)
(Section 2.4 amended 2/13/1997)
(Section 2.4 amended 6/27/1991; effective 7/27/1991)

Section 2.5 - Stands

(a) The Chief Executive Officer may establish, locate and designate shared use taxicab/LSV stands for one or more taxicabs/LSVs, which stands when so established shall be appropriately designated "Taxis/LSVs Only." The operating regulations of this Ordinance shall apply to such stands and to taxicab/LSV stands established by the San Diego Unified Port District in areas under its jurisdiction within the City.

(b) Each taxicab or LSV stand established hereunder may be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer.

(c) Any individual, partnership, association, or other organization may petition MTS requesting that a new taxicab/LSV stand be established, or that the location of an existing taxicab/LSV stand be changed to another location. A nonrefundable filing fee to be determined by the Chief Executive Officer must be paid at the time the petition is submitted.

(d) It shall be unlawful for a vehicle other than a taxicab or LSV with a proper MTS taxicab or LSV permit to occupy a taxi/LSV stand.

(e) LSVs may only occupy taxicab stands that are specially signed, designated their approved use.

(Section 2.5 amended 11/15/2012)

(Section 2.5 amended 8/7/2003)

Section 2.6 - Dispatch Services

(a) In order to provide taxicab dispatch service required by Section 2.3(d, e), the dispatch service organization adding or changing subscribers after July 1, 1991 shall establish and conform to written policies and procedures concerning the following:

- (1) Standard time elapse for answering the telephone service-request line(s).
- (2) Standard time elapse for the taxicab's arrival at requested pick-up location.
- (3) Passenger's request for a specific driver ("personals").
- (4) Additional two-way communication devices (mobile or cellular phones) in taxicabs
- (5) Lost and found for passengers' items.
- (6) Assignment of vehicle body numbers.
- (7) Immediately notify the permit holder of all lost items and inquiries.

Current written policies and procedures shall be available to subscribers from the radio dispatch organization, and on file with MTS.

(b) Dispatch service organizations shall, be able to receive and respond to service requests or other operational questions 24 hours a day, have dispatch staff on duty for lost and found pick-ups and drop offs during reasonable hours or by appointment, at a preapproved physical commercial business location, answer telephone-request line(s), properly dispatch those requests to all members, provide radio response to all licensed radio frequencies/channels, and respond to direct requests from drivers, permit holders, and MTS as well as law enforcement and local regulatory agencies.

(c) Dispatch services shall keep written records of all requests for taxi service, calls dispatched, and the time(s) each taxicab goes in and out of service. These records shall be kept on file for a minimum of six (6) months, and made available to MTS, upon request.

(d) No person, partnership, corporation, association, other organization providing radio or other dispatch service shall dispatch a request for service to a driver, owner, or vehicle unless the driver, owner, and vehicle are properly licensed to provide the service requested.

(e) The Chief Executive Officer may, at any time, revoke or suspend the taxicab privileges of or fine any person, partnership, corporation, association, other organization providing radio or other dispatch service that violates a provision of this ordinance.

(Section 2.6 amended 11/12/2020)

(Section 2.6 amended 11/8/2018, effective 1/1/2019)

(Section 2.6 amended 12/14/2017)

(Section 2.6 amended 10/13/2016)

(Section 2.6 amended 11/15/2012)

(Section 2.6 amended 8/7/2003)

(Section 2.6 amended 9/24/1998)

(Section 2.6 added 6/27/1991; effective 7/27/1991)

Section 2.7 - Driver Safety Requirements

(a) No taxicab vehicle shall be operated unless such vehicle is equipped with an emergency signaling or any other emergency electronic communication device approved by the Chief Executive Officer.

(b) No taxicab vehicle may be operated with window tinting, shades, or markings that could interfere with a clear view of the cab interior from the outside, unless equipped by the vehicle manufacturer and approved by an MTS inspector.

(c) Taxicab dispatch services required by Section 2.3 shall at all times have a dispatch staff person on duty who has successfully completed a driver safety training course approved by the Chief Executive Officer.

(d) The use of a cellular phone or other similar electronic device by drivers is prohibited at all times when the vehicle is in motion. Otherwise, California Vehicle Code rules apply.

(Section 2.7 amended 11/12/2020)

(Section 2.7 amended 11/8/2018, effective 1/1/2019)

(Section 2.7 amended 12/14/2017)

(Section 2.7 amended 10/13/2016)

(Section 2.7 amended 5/12/2016)

(Section 2.7 amended 11/15/2012)

(Section 2.7 amended 8/7/2003)

(Section 2.7 added 9/24/1998)

Section 2.8 – Prearranged Trips by Taxicabs

(a) A Prearranged Trip shall mean a trip using an online enabled application, dispatch or Internet Web site.

(b) A MTS taxicab permit holder may provide Prearranged Trips anywhere within San Diego County.

(c) A taxicab not permitted by MTS, but permitted by another authorized agency within San Diego County, may provide Prearranged Trips within City or County. MTS will not require such a taxicab to apply for a permit with MTS if the taxicab is not Substantially Located in City or County. MTS will require such a taxicab to comply with mechanical safety regulations within Section 1.8 (g) as a public health, safety and welfare measure.

(Section 2.8 amended 11/12/2020)

(Section 2.8 amended 2/14/2019)

(Section 2.8 added 11/8/2018, effective 1/1/2019)

SECTION 3.0 - CHARTER VEHICLES

Section 3.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for charter services.

(b) If a permit holder desires to change the rates of fare being charged for charter services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for charter services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(d) The rates of fare shall be established by a prearranged written contract on a per-mile or per-hour basis.

(Section 3.1 amended 1/20/2022)

(Section 3.1 amended 4/10/1997)

Section 3.2 - Operating Regulations

(a) It shall be unlawful for any charter vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.

(b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.

(c) The charter for-hire vehicle driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name and the medallion number on the vehicle. In addition, the trip log shall identify the scheduling parties by name, date, and time of the prearranged hire. If the trip is medical in nature, the passenger's name may be omitted.

(d) All other operating regulations defined in Section 1.8 apply.

(Section 3.2 amended 12/14/2017)

(Section 3.2 amended 11/14/2002)

SECTION 4.0 - SIGHTSEEING VEHICLES

Section 4.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder of sightseeing vehicle services.

(b) If a permit holder desires to change the rates of fare being charged for sightseeing services during any calendar year, the permit holder shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said changes.

(c) No permit holder shall charge any rate of fare for sightseeing services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(d) The rate of fare shall be established on a per capita or per event basis.

(Section 4.1 amended 11/8/2018, effective 1/1/2019)
(Section 4.1 amended 4/10/1997)

Section 4.2 - Operating Regulations

(a) It shall be unlawful for any sightseeing vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.

(b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.

(c) All other operating regulations defined in Section 1.8 apply, except Section 1.8 (x).

(Section 5.0 amended 11/12/2020)

SECTION 5.0 - NONEMERGENCY MEDICAL VEHICLES

Section 5.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for nonemergency medical vehicle services.

(b) If a permit holder desires to change the rates of fare being charged for nonemergency medical vehicle services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for nonemergency medical vehicle services unless said rates are on file with the Chief Executive Officer as aforesaid.

(d) The rate of fare for exclusive ride service shall be established on a per capita plus per mile basis.

(e) The rates of fare for shared ride service shall be established on a per capita plus per mile basis, or on a per capita plus per zone basis.

(Section 5.1 amended 1/20/2022)
(Section 5.1 amended 12/14/2017)
(Section 5.1 amended 4/10/1997)

Section 5.2 - Operating and Equipment Regulations

(a) It shall be unlawful for any nonemergency medical vehicle to remain standing on any public street in the City, except when enabling passengers to load or unload.

(b) All other operating regulations defined in Section 1.8 apply.

(c) Special equipment on a nonemergency medical vehicle shall, at all times the vehicle is in operation, be in proper working order. Such vehicles equipped with wheelchair ramps or lifts shall have proper device(s) to secure each wheelchair on board.

(d) The permit holder is responsible for ensuring that the driver of a nonemergency medical vehicle is properly trained:

(1) in the use of any of the vehicle's special equipment;

(2) concerning supervision of or assistance to the disabled passengers whom the driver is to transport.

(Section 5.2 amended 6/22/1995)
(Section 5.2 amended 6/24/1993)

Section 5.3 - Driver Identification Cards

In addition to the requirements set forth in Section 1.12, nonemergency medical vehicle drivers shall acquire and maintain valid proof of proper first-aid and CPR training.

(Section 5.3 added 6/24/1993)

SECTION 6.0 - JITNEY VEHICLES

Section 6.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for jitney services.

(b) If a permit holder desires to change the rates of fare being charged for jitney services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(c) No permit holder shall charge any rate of fare for jitney services unless said rates are on file with the Chief Executive Officer and duly displayed.

(d) The rates of fare shall be established on a per capita basis.

(Section 6.1 amended 1/20/2022)

(Section 6.1 amended 11/8/2018, effective 1/1/2019)
(Section 6.1 amended 4/10/1997)

Section 6.2 - Jitney Routes

(a) A permit holder who wishes to provide a fixed route service shall apply to the Chief Executive Officer for authorization to serve a defined route with a specific vehicle. No for-hire vehicle may be operated as a jitney until it has met all other requirements of this Ordinance and has been approved for service on a specific fixed route. A jitney may be authorized to serve more than one route; however, a jitney may provide fixed route service on only those routes which the Chief Executive Officer has approved in writing for that vehicle.

(b) The application for a fixed route shall be in writing and shall contain the following information:

- (1) A description of the vehicle(s) which will be utilizing the route;
- (2) A detailed written description of the route, to include starting location, ending location, and the street name and direction of travel for all streets to be used in the route;
- (3) A map in sufficient detail to clearly indicate the proposed route;
- (4) The fare to be charged; and
- (5) Such other information as the Chief Executive Officer may, in their discretion, require.

(c) Upon approval of a fixed route by the Chief Executive Officer, the permit holder shall display a representation of the route, the fare, and the permit holder's trade name on each side of the vehicle in letters large enough to be easily read by potential customers in accordance with the standards established by the Chief Executive Officer under Section 6.5 of this Ordinance. Only one (1) route may be displayed on a vehicle at any time.

(d) If a permit holder wishes to alter their approved fixed route(s), they must apply in writing to the Chief Executive Officer, submitting the information required in Section 6.2 (b).

(e) The Chief Executive Officer may, in their discretion, place conditions on the approval of fixed routes.

(f) The Chief Executive Officer may change a route that has been approved previously when the Chief Executive Officer finds it necessary to do so. A change of route may be necessary when a street has been closed temporarily or permanently because of construction, or the direction of a street has been changed, or a street has been vacated, or for similar reasons as determined by the Chief Executive Officer. The Chief Executive Officer shall notify in writing any permit holder whose route has been changed. The Chief Executive Officer's change of a route is subject to appeal under Section 1.16 of this Ordinance.

(g) Except as provided for within this subsection, an approved fixed route may not be transferred to another vehicle or permit holder. A permit holder may receive approval for a vehicle that is replacing a jitney already in service to use the approved fixed routes of the replaced vehicle.

(h) A permit holder may apply for a non-fixed, flexible route within an MTS determined geographic boundary and operational timeframe that MTS determines to be beneficial to

passengers and businesses located within such boundaries. The application for a non-fixed, flexible route shall be in writing and shall contain the following information:

- (1) A description of the vehicle(s) which will be utilizing the route;
- (2) A map in sufficient detail to clearly indicate the proposed operation within the MTS approved geographic boundary;
- (3) The fare to be charged; and
- (4) Such other reasonable information as the Chief Executive Officer may, in their discretion, require.

(Section 6.2 amended 1/20/2022)

(Section 6.2 amended 11/12/2020)

(Section 6.2 amended 11/14/2002)

Section 6.3 – Operating Regulations

(a) It is unlawful for any jitney to remain standing on any public street in the City, except when enabling passengers to load or unload, or except when standing in a jitney holding zone for the time period established by MTS.

(b) It is unlawful for any person including, but not limited to, a jitney owner, driver, or agent thereof, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway, airport, or light rail transit station.

(c) A peace officer or MTS inspector may authorize a dispatcher to solicit passengers and assist with loading passengers at such times and places as, in his/her discretion, public service and traffic conditions require.

(d) Except when a driver or operator is actually engaged in assisting passengers to load or unload, a jitney driver or operator must remain within twelve (12) feet of his/her jitney while the jitney is in service.

(e) It is unlawful for a jitney vehicle to operate a fixed route service on other than that route designated by the Chief Executive Officer.

(f) It shall be unlawful for a jitney driver to load or unload passengers in any place other than an authorized jitney stop, bus stop, or passenger loading zone.

(g) All other operating regulations defined in Section 1.8 apply.

(Section 6.3 amended 11/14/2002)

Section 6.4 - Jitney Holding Zones

(a) The Chief Executive Officer may, by resolution, locate and designate holding zones for one (1) or more jitneys, which holding zones when so established, shall be designated by appropriate signs. The operating regulations of Section 6.3 shall apply to any holding zones so established, and to holding zones established by the San Diego Unified Port District in areas under its jurisdiction. The Chief Executive Officer may, by their discretion, establish the maximum number of jitneys permitted to remain standing at one time in a holding zone.

(b) Each holding zone established hereunder shall be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer. The Chief Executive Officer shall adopt written standards to determine whether to allow holding zones to be in operation fewer than twenty-four (24) hours every day. If a holding zone is to be in operation fewer than twenty-four (24) hours every day, the Chief Executive Officer shall cause signs to be posted at or near the holding zone indicating the hours and days of operation.

(c) The Chief Executive Officer may, on their own motion, establish holding zones.

(d) Any individual, partnership, corporation, association or other organization may petition MTS requesting that a new holding zone be established. The petition must be filed in writing with the Chief Executive Officer or his/her designee. The petition must state the reason for the request and the proposed location(s). The Board may approve, deny, or modify the request.

(e) Whether initiated by the Chief Executive Officer under Subsection (c) of this section or by persons described in Subsection (d) of this section, before any holding zone is established, the proposed location of any holding zone must be reviewed by the Traffic Engineer of the City. The Traffic Engineer shall report his/her recommendations to approve, deny, or modify the proposed location in writing to the Chief Executive Officer. The Traffic Engineer's report shall include a statement of reasons supporting the recommendation to the Chief Executive Officer.

(f) The Chief Executive Officer shall, by resolution, establish a maximum time limit for individual jitneys to remain standing in any holding zone. The time limit shall apply uniformly to all holding zones.

(g) It shall be unlawful for a vehicle other than a jitney with a proper MTS jitney permit to occupy a jitney holding zone.

(Section 6.4 amended 1/20/2022)

(Section 6.4 amended 11/15/2012)

Section 6.5 - Equipment and Specifications

(a) Each jitney shall bear on the outside, signs clearly designating the route which it serves. The specifications of the sign are subject to the approval of the Chief Executive Officer. The Chief Executive Officer shall adopt written standards for approval or denial of the size of the signs, the location of the signs on the vehicle, the size of the lettering or graphics on the signs, and other specifications that the Chief Executive Officer finds necessary.

(b) All jitney vehicles must bear a trade name and shall be assigned a body number by the permit holder. The trade name and body number so assigned shall be placed on the vehicle in accordance with written standards adopted by the Chief Executive Officer.

Any violation of this Ordinance shall constitute an infraction unless otherwise specified.

SECTION 7.0 – LOW-SPEED VEHICLES

Section 7.1 – Low-Speed Vehicle (LSV) Definition

Low-Speed Vehicles (LSV) shall mean every vehicle that is designated per the requirements of Ordinance No. 11, Section 1.1(r). LSVs may operate by zones and/or a prearranged basis as set forth in Section 1.1 (b) (1)-(5).

(Section 7.1 amended 2/14/2019)
(Section 7.1 amended 11/8/2018, effective 1/1/2019)
(Section 7.0 and 7.1 added 8/7/2003)

Section 7.2 – Establishment of Zones

The Chief Executive Officer shall establish and authorize the use of zones of operation.

(Section 7.2 added 8/7/2003)

Section 7.3 – Zone Rates of Fare

(a) All vehicles permitted as LSV may use two methods of seeking compensation, either by zone rates or on a prearranged basis. Either method may be used when working inside of an approved zone. However, when operating on a prearranged charter basis, within an approved zone, no operator may exceed the maximum number of vehicles that are permitted.

(b) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for LSV services.

(c) When a permit holder desires to change the rates of fare being charged for LSV services during any calendar year, they shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.

(d) No permit holder shall charge any rate of fare for LSV services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.

(e) The rates of fare shall be established by a zone and/or prearranged written contract on a per-mile or per-hour basis.

(f) The maximum rates of fare shall be established pursuant to Section 2.2.

(Section 7.3 amended 1/20/2022)
(Section 7.3 amended 10/13/2016)
(Section 7.3 added 8/7/2003)

Section 7.4 – Spare Vehicle Policy

(a) The following sets out procedures for LSV permit holders to place a spare vehicle into service as either a temporary replacement for a permitted vehicle that is out of service for recharging or mechanical problems.

(1) Spare LSVs must be marked with the approved company markings.

(2) In place of the medallion number, the spare LSV must be marked "Spare LSV." Where more than one spare LSV is being requested, under the provisions of paragraph 9, the LSVs will be marked "Spare LSV 1," "Spare LSV 2," and so on. The "Spare LSV" marking should be sized to fit in approximately the same space as the medallion number would otherwise be placed with legibility and visibility being the primary criteria.

- (3) Spare LSVs must be inspected upon initial issuance and annually thereafter.
- (4) All spare LSVs must meet all MTS insurance requirements.
- (5) To use a spare LSV that meets the requirements of 1 through 4 above, the permit holder must communicate in writing (facsimile is acceptable), a request to place a spare LSV into service.

The request must state:

- (A) the medallion number of the LSV being taken out of service, the reason for being out of service, and the location of the out-of-service LSV; and
 - (B) the estimated time the spare LSV will be in use.
- (6) When the out-of-service LSV is ready to re-enter service, the permit holder must immediately notify MTS in writing (facsimile is acceptable).
 - (7) The out-of-service LSV may not be required to be reinspected to be placed back into service.
 - (8) The spare LSV must be removed from service at the time the LSV it has been replacing is placed back into service.
 - (9) Under normal circumstances, a permit holder may utilize spare LSVs. Permit holders may utilize spare LSVs in a ratio of 3:1 permits held.
 - (10) Spare LSVs that are placed in service may only operate inside of the MTS-approved zone or zones. A permit holder shall not operate more spare vehicles than he/she has regular permitted vehicles.
 - (11) A permit holder found to have operated a spare LSV in deliberate violation of these procedures will be subject to immediate suspension/revocation of the permit and the loss of the spare LSV utilization privilege.

(Section 7.4 amended 10/13/2016)

(Section 7.4 amended 10/16/2003)

(Section 7.4 added 8/7/2003)

Section 7.5 – LSV Driver Identification Cards

- (a) Refer to Section 1.12 of this Ordinance to reference driver and permit holder ID requirements.

(Section 7.5 added 8/7/2003)

Section 7.6 - Equipment and Specifications

- (a) Each LSV shall display whether out of service in accordance with section 2.4 (g) of this Ordinance, which shall indicate to a person outside the LSV whether the LSV is in operation or is not.
- (b) Exterior Markings

(1) Mandatory Exterior Vehicle Markings. The medallion number shall be painted or permanently affixed, on the front of the vehicle, one (1) inch below the permit holder's trade name, two (2) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.

(2) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on their LSV which must be posted only at the specific location and in the size noted and are subject to the Chief Executive Officer's approval.

(A) Trade Name Logo. If the permit holder chooses to display their trade name logo, the trade name logo shall be posted only on the rear portion of both side rear quarter panels.

(B) Radio Service Provider. If the permit holder chooses to display the radio service provider name or logo, the radio service provider name or logo cannot utilize the words "cab" or taxi." The radio service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.

(C) Telephone Number. If permit holder chooses to display a telephone number, the telephone number must be no more than two (2) inches in height and posted only on the top front portion of both front side quarter panels.

(D) "Driver Carries Only \$_____ Change". If the permit holder chooses to post "Driver Carries only \$_____ Change", postings must be located only on panels near the rear door but clear of the rates of fare.

(E) "Leased to Driver". If permit holder chooses to post "Leased to Driver," it must be posted only on both rear quarter panels near the rear door area but clear of the rate of fares in lettering no larger than 1 inch.

(3) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.

(c) All LSVs shall be equipped and operated so that they have adequate means of electronic communication during business hours. The LSV company business address shall serve as the storefront for the purpose of handling lost and found items. All other operational requirements she be met as set forth in section 1.8 (c).

(Section 7.6 amended 1/20/2022)

(Section 7.6 amended 11/8/2018, effective 1/1/2019)

(Section 7.6 amended 12/14/2017)

(Section 7.6 amended 10/4/2016)

(Section 7.6 added 8/7/2003)

SECTION 8 - EFFECTIVE DATE OF ORDINANCE

This Ordinance shall be effective 30 days after adoption, and before the expiration of 15 days after its passage, this Ordinance shall be published once with the names of the members voting for and against the same in a newspaper of general circulation published in the County of San Diego.

Amended: 10/19/2023

Amended: 12/8/2022

Amended: 1/20/2022

Amended: 11/12/2020

Amended: 12/12/2019

Amended: 10/10/2019

Amended: 2/14/2019

Amended: 11/8/2018

Amended: 9/20/2018

Amended: 12/14/2017

Amended: 10/13/2016

Amended: 5/12/2016

Amended: 9/17/2015

Amended: 2/12/2015

Amended: 11/15/2012

Amended: 4/19/2012

Amended: 10/16/2003

Amended: 8/7/2003

Amended: 5/8/2003

Amended: 11/14/2002

Amended: 6/27/2002

Amended: 5/23/2002

Amended: 6/24/1999

Amended: 9/24/1998

Amended: 10/30/1997

Amended: 4/10/1997

Amended: 2/13/1997

Amended: 11/9/1995

Amended: 6/22/1995

Amended: 1/12/1995

Amended: 6/24/1993

Amended: 6/27/1991

Amended: 5/23/1991

Amended: 10/11/1990

Repealed & Readopted: 8/9/1990

Amended: 4/12/1990

Amended: 4/27/1989

Adopted: 8/11/1988



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 8

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

October 19, 2023

SUBJECT:

Imperial Avenue Division (IAD) Generator Upgrades – Contract Award

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





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

El Cajon Third Track Construction Management Services – Work Order Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2498-CM02.01 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A) with Kleinfelder Construction Services Inc. (Kleinfelder) for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 Construction Management (CM) Services in the amount of \$498,790.77.

Budget Impact

The total cost of this contract is estimated to be \$1,498,373.06. This project is funded by MTS Capital Improvement Program (CIP) 2005113501 – El Cajon Third Track and CIP 2005104101 – Signal Upgrade for El Cajon Third Track – INT E26.

DISCUSSION:

The El Cajon Third Track Project adds a new siding track and a 23-foot platform extension at the El Cajon Transit Center (ECTC). This will bring the total tracks at the ECTC to three – the first for westbound Orange Line and Green Line service, the second for eastbound Orange Line and Green Line service, and a new track to accommodate a 2-car train that may be operated as a shuttle between the ECTC and the Green Line terminal station in Santee.

As part of the project, a new turnout is being installed on the mainline, and approximately 480 feet of new track is being constructed to connect the new siding track to the mainline. An additional crossover will be constructed for operational flexibility north of the station on the current MTS mainline, south of Wagner Drive. This project will improve operational efficiencies between ECTC and Santee Town Center Station.

The construction contract for this project was approved by the Board on May 12, 2022 (Agenda Item #11) and construction began on July 5, 2022.



MTS requires CM services to assist staff with the coordination, control and oversight of the construction contractor from the beginning of work through completion (collectively “CM Services”). The Work Order for CM Services includes civil, track, signaling, and catenary power inspections, and the assistance of a resident engineer and field inspector at various times throughout construction.

On May 12, 2022 (Agenda Item #12), the Board approved the original Work Order for this project. The Work Order value and period of performance was based on the expectation of a one-year construction period. However, due to extended lead times for materials and the intricate nature of the project, we now anticipate that the project will require an extra six months for completion.

Today’s proposed action, would add funds to the Work Order, resulting in a guarantee of construction management personnel on-site to oversee the project through its conclusion.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2498-CM02	Original Work Order – CM Services	\$999,582.29	05/12/22, AI 12
WOA2498-CM02.01	Add funds and time to Work Order	\$498,790.77	Today’s Proposed Action
		\$1,498,373.06	

On January 11, 2021, 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 approval of 6 firms qualified to perform CM services. Tasks are assigned to the firms through a work order process.

MTS staff reviewed the approved CM firms and utilizing a Request for Proposals (RFP) process, selected Kleinfelder to perform the requisite services. Kleinfelder was selected as the highest qualified firm.

Kleinfelder’s proposed fee amount of \$498,790.77 is less than MTS’s Independent Cost Estimate (ICE) of \$504,880.00 and was determined to be fair and reasonable.

For this project, Kleinfelder will utilize the following subcontractors:

Subcontractor Name	Subcontractor Certification	Subcontractor Amount
CA Wehsener Engineering	Small Business (SB)	\$65,408.55
Destination Enterprises	LGBT Owned Business Enterprise (LGBTE), Woman Owned Business Enterprise (WBE), SB	\$ 4,906.61

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment No. WOA2498-CM02.01 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A) with Kleinfelder for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 CM Services in the amount of \$498,790.77.

/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 Amendment No. WOA2498-CM02.01



**Metropolitan
Transit
System**

Att.A, AI 9, 10/12/23

October 19, 2023

MTS Doc. No. G2498.0-21
Work Order No. WOA2498-CM02.01

Marc McIntyre
Project/Task Order Manager
Kleinfelder Construction
Services, Inc.
5761 Copley Dr. Ste. 100 San
Diego, CA 92101

Dear Marc McIntyre:

Subject: AMENDMENT NO. 1 TO WOA2498-CM02, TO MTS DOC. NO. G2498.0-21, EL CAJON
THIRD TRACK , CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER
AGREEMENT

This letter shall serve as Amendment No. 1 to our agreement WOA2498-CM02, to MTS Doc. No. G2498.0-21 for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services as a result of this Amendment. This Amendment shall provide additional funds and time to the agreement for CM services for the El Cajon Third Track Construction (Attachment A).

SCHEDULE

As a result of this Amendment, the Schedule shall be increased by an additional six (6) months, or through the completion of the construction services. The project schedule shall follow contract PWL341.0-22 El Cajon Third Track Construction.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$498,790.77. The Payment based on actual costs in the revised not-to-exceed amount of \$1,498,373.06. Payment shall not be increased 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.

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.



Sincerely,

Sharon Cooney
Chief Executive Officer

Accepted:

Marc McIntyre
Kleinfelder Construction Svcs. Inc.

Date:

Attachments: A - Scope of Services
B - Negotiated Fee Proposal

**ATTACHMENT A
SCOPE OF SERVICES**



ATTACHMENT A- Amendment 01

SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)

SCOPE OF WORK

EL CAJON THIRD TRACK CM AND INSPECTION SERVICES

III. QUALIFICATIONS

Inspectors from the consulting firms, including any proposed sub-consultants, including any proposed sub-consultants, must have least five (5) years' experience in heavy and light railroad construction, including track replacement, special trackwork, signaling, or OCS on an operating Class I railroad. American Railway Engineering and Maintenance-of-Way Association (AREMA) recommended practices, and applicable FRA, California Public Utilities Commission (CPUC), and Occupational Safety and Health Administration OSHA regulations.

IV. DETAILED SCOPE OF WORK:

I. PROJECT DESCRIPTION

The project adds a new siding track and a 23-foot platform extension to accommodate a 2-car train, to be operated as a shuttle between the El Cajon Transit Center and the Green Line terminal station in Santee. A number 8 turnout will be used on the mainline and approximately 480 feet of new track to be constructed to connect the new siding track to the mainline. An additional Number 10 crossover will be constructed for operational flexibility north of the station on the current MTS mainline south of Wagner Drive.

Limited Notice-to-Proceed (LNTP) for the construction contract is expected to be issued in May 2022. 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 360 calendar days from NTP.

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. 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 – Part Time
- Track/Operations Assistant Resident Engineer – Full Time
- Office Engineer – Part Time
- Signal Engineer and Inspector – As Needed
- Electrical and Communications Inspector – As Needed
- Overhead Catenary System (OCR) Inspector – As Needed

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

The project 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 and Operations Assistant Resident Engineer

- 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
- 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
 - 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 Office Engineer

- Perform part-time contract administration duties
- Assist with progress pay estimates as requested
- Assist with contract change orders as requested
- Manage RFI and submittal process, support RFI and submittal reviews
- Maintain project files per standard filing system, or MTS preferred system

4.0 Scheduling Engineer

- 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

5.0 Overhead Catenary System (OCS) Inspection and Testing

- 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"

6.0 Track Signal Engineering and Inspection

- 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

IV. PERIOD OF PERFORMANCE

420 calendar days from NTP, which includes both the 60 calendar days from LNTP and the 360 calendar days from NTP time period(s) under the construction contract.

V. DELIVERABLES

- a. Inspection reports, inspection daily diaries, and pay estimates in accordance with MTS procedures
- b. Meeting agendas, RFI, and Submittal Logs
- c. 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 management/Coordination/ Inspection Services	Approximately 360 calendar days. Follows El Cajon Third Track Construction Project PWL341.0-22.

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

1. Project plans, special provisions, and standard specifications
2. RE Pending File (from design team)
3. Applicable permits
4. Flagging personnel for work alongside MTS right-of-way
5. 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
- 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

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 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

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

Work Order Estimate Summary

Att.A, AI 9, 10/12/23

MTS Doc. No. **G2498.0-21**

Work Order No. **WOA2498-CMO2** Amendment 01

Attachment: **B**

Work Order Title: **El Cajon Third Track CM**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	\$498,790.77
Totals =			\$498,790.77

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	ODC	Total Costs
1	1	Project / Task Order Management	11.2	\$ -	\$2,406.95
2	2	Engineering / Inspection	2,332.9	\$21,172.16	\$463,765.92
3	3	Materials Sampling and Testing	88.6	\$10,559.71	\$32,617.91
Totals =			2,432.7	31,731.87	\$498,790.77

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

(If Applicable, Select One)					Consultant	ODC	Labor Hrs	Total Costs
PW	DBE	DVBE	SBE	Other				
X				X	Kleinfelder Construction Services *	\$16,265.55	1,901.2	\$395,857.72
X			X		CA Wehsener Engineering		344.5	\$65,408.55
X				X	Kleinfelder	\$10,559.71	88.6	\$32,617.91
X	X		X		Destination Enterprises	\$4,906.61	98.4	\$4,906.61
Totals =						\$31,731.87	2,432.7	\$498,790.77

NOTES

- 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.
- 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

ASSUMPTIONS

Total Hours =			1,901		Consultant/Subconsultant: Kleinfelder Construction Services, Inc							MTS Doc. No.: G2498.0-21	
Total Costs =			\$395,857.72		Work Order Title: El Cajon Third Track CM							Work Order No.: WOA2498-CMO2	
												Attachment: B	

**Work Order Estimate
Summary**

Consultant/ Subconsultant: **Kleinfelder Construction Services, Inc**

Contract No: **G2498.0-21**

Task Order No. **WOA2498-CMO2**

Work Order Title: **El Cajon Third Track CM**

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			11.81	\$16,265.55						
2													
3													
4													
5													
6													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
						\$16,265.55							

TASKS/WBS (6-10)

ODC Item	Description											Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle											11.81	\$16,265.55
2													
3													
4													
5													
6													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
												\$16,265.55	

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: **KCS**
Agreement Number: **G2498.0-21**
Attachment 2
Date Prepared: **5/19/2022**
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				= 107.82%
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%
		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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL) = Employee Total - DIR Total			DELTA (BASE) = Employee Base - DIR Base			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)		Actual Hourly Rate	Hourly Range for Class																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Keith Kranda - Building Inspector Group 2 PW 4. Non-Exempt 5. Full Time	FIELD Prevailing Wage Work REG SHIFT	\$52.21	\$78.32	\$104.42	\$30.04	\$82.25	\$108.36	\$134.46	\$75.47	\$113.21	\$150.94	\$12.17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						

Work Order Estimate Summary

Total Hours =	345
Total Costs =	\$65,408.55

Consultant/Subconsultant: CA Wehsener Engineering

MTS Doc. No.: G2498.0-21

Work Order No.: WOA2498-CMO2

Work Order Title: El Cajon Third Track CM

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chuck Wehsener - Engineer, Supervising 21/22	Chuck Wehsener - Engineer, Supervising 22/23	Chuck Wehsener - Engineer, Supervising 23/24	Thomas Wehsener - Building Inspection Group 2 PW 21/22	Javier Rangel - Building Inspection Group 2 PW 23/24	Total Hours	Totals
				\$ 217.86	\$ 223.74	\$ 229.78	\$154.07	\$164.80		
1	Task 1	Project / Task Order Management								
		Project / Task Order Management								
		Subtotals (Hours) =	N/A							
		Subtotals (Costs) =								
2	Task 2	Engineering / Inspection				133		212	345	\$65,408.55
		Engineering / Inspection				133		212	345	\$65,408.55
		Subtotals (Hours) =	N/A			132.88		211.62	345	\$65,408.55
		Subtotals (Costs) =				\$30,533.17		\$34,875.38	345	\$65,408.55
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) =				133		212	345	\$65,408.55
		Total (Hours) =	N/A			133		212	345	
		Total (Costs) =				\$30,533.17		\$34,875.38		\$65,408.55
		Percentage of Total (Hours) =	N/A			39%		0.614281567	100%	
		Percentage of Total (Costs) =				47%		0.533193008		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: 5/19/2022
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				= 106.85%
OVERTIME				= 106.85%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 106.85%
OVERTIME				= 106.85%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 106.85%
OVERTIME				= 106.85%

FEE		=	8.50%
FCCM			0.10%
Applicable Delta Base Multiplier (Field/Home)		=	2.24432
Applicable Delta Fringe Multiplier Fringe (Field)		=	2.24432

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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			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																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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			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	Straight	1.5 OT	2.0 OT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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	\$14.93	\$24.58	\$34.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Work Order Estimate Summary

Total Hours =	89
Total Costs =	\$32,617.91

Consultant/Subconsultant:	Kleinfelder, Inc.	MTS Doc. No.:	G2498.0-21
Work Order Title:	El Cajon Third Track CM	Work Order No.:	WOA2498-CMO2
		Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Chad Davis - Engineer, Supervising 21/22	Chad Davis - Engineer, Supervising 22/23	Chad Davis - Engineer, Supervising 23/24	Carl De La Torre Building Inspection Grp 1 PW 21/22	Carl De La Torre - Building Inspection Grp 1 PW 22/23	Carl De La Torre - Building Inspection Grp 1 PW 23/24	Total Hours	Totals
				\$ 249.02	\$255.74	\$262.65		\$ -	\$ -		
1	Task 1	Project / Task Order Management									
		Project / Task Order Management									
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
2	Task 2	Engineering / Inspection									
		Engineering / Inspection									
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
3	Task 3	Materials Sampling and Testing									
		Materials Sampling and Testing	\$10,559.71			9.84			78.74	89	\$13,144.19
		Subtotals (Hours) =	N/A			9.84			78.74	89	\$13,144.19
		Subtotals (Costs) =	\$10,559.71			\$2,450.36			\$19,607.83	89	\$32,617.91
		Subtotals (Hours) =	N/A								
		Subtotals (Costs) =									
		Totals (Summary) =								89	\$32,617.91
		Total (Hours) =	N/A			10			79	89	
		Total (Costs) =	\$10,559.71			\$2,450.36			\$19,607.83		\$32,617.91
		Percentage of Total (Hours) =	N/A			11%			89%	100%	
		Percentage of Total (Costs) =		32%		8%			60%		100%

Work Order Estimate
Summary

Consultant/ Subconsultant: **Kleinfelder**

Contract No: **G2498.0-21**

Task Order No. **WOA2498-CMO2**

Work Order Title: **El Cajon Third Track CM**

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	Lab Fees (various testing)	Estimate	\$10,000.00					1.0	\$10,000.00				
2	Field Vehicle	Month	\$1,011.00					0.6	\$559.71				
3													
4													
5													
6													
7													
8													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
								\$10,559.71					

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1														1	\$10,000.00
2														1	\$559.71
3															
4															
5															
6															
7															
8															
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	
														\$10,559.71	

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: Kleinfelder
Agreement Number: G2498.0-21
Attachment 2
Date Prepared: 5/19/2022
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				= 158.02%
OVERTIME				= 158.02%
Field Office:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 158.02%
OVERTIME				= 158.02%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL				= 158.02%
OVERTIME				= 158.02%

FEE	=	8.50%
FCCM	0.00%	
Applicable Delta Base Multiplier (Field/Home)	=	2.79952
Applicable Delta Fringe Multiplier Fringe (Field)	=	2.79952

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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			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	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	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	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																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
Carl De La Torre - Building Inspection Grp 1		FIELD																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

Work Order Estimate Summary

Att.A, AI 9, 10/12/23

Total Hours =	98
Total Costs =	\$4,906.61

Consultant/Subconsultant: Destination Enterprises

MTS Doc. No.: G2498.0-21

Work Order No.: WOA2498-CMO2

Work Order Title: El Cajon Third Track CM

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Marcy Szarama Task Manager 23/24	Mark Crowley- Building Inspection Group 2 - PW 21/22	Mark Crowley- Building Inspection Group 2 - PW 22/23	Mark Crowley- Building Inspection Group 2 - PW 23/24					Total Hours	Totals
				\$ 205.41	\$201.55	\$206.99	\$212.58						
1	Task 1	Project / Task Order Management											
		Project / Task Order Management											
		Subtotals (Hours) =	N/A										
		Subtotals (Costs) =											
2	Task 2	Engineering / Inspection											
		Engineering / Inspection		39.37			98.428					98	
				\$4,906.61									\$4,906.61
		Subtotals (Hours) =	N/A				98.428					98	
		Subtotals (Costs) =					\$20,923.67					98	\$4,906.61
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) =											
		Total (Hours) =	N/A				98					98	\$4,906.61
		Total (Costs) =					\$20,923.67						\$4,906.61
		Percentage of Total (Hours) =	N/A				100%					100%	
		Percentage of Total (Costs) =		100%			426%						526%

Consultant/ Subconsultant: **Destination**

Contract No: **G2498.0-21**

Task Order No. **WOA2498-CMO2**

Work Order Title: **El Cajon Third Track CM**

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	Vehicle Mileage	Mile	\$0.655					7,491.0	\$4,906.61		\$0.00		\$0.00
2											\$0.00		\$0.00
3											\$0.00		\$0.00
4											\$0.00		\$0.00
5											\$0.00		\$0.00
6											\$0.00		\$0.00
7											\$0.00		\$0.00
8											\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =	\$0.00	Subtotal =	\$4,906.61	Subtotal =	\$0.00	Subtotal =	\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	7,491.0	\$4,906.61
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Subtotal =	\$0.00	Totals =	\$4,906.61		

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: 5/19/2022
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			=	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%
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FCCM 0.10%

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)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			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	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	Straight	1.5 OT	2.0 OT				From	To																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/19/2023

Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Orange Line Improvement Project - Phase 2 – Work Order Amendment

RECOMMENDATION:

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

- 1) Ratify Work Order Amendment No. WOA356-AE-06.01 under MTS Doc No. PWL356.0-22 (Attachment A) with Pacific Rail Enterprises, Inc. (PRE), a Disadvantaged Business Enterprise (DBE) totaling \$25,250.30, for additional survey services along rail on curves #4 #5 and #8;
- 2) Ratify Work Order Amendment No. WOA356-AE-06.02 under MTS Doc No. PWL356.0-22 (Attachment B) with PRE for the reallocation of hours and funds totaling \$36,537.46 from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits; and
- 3) Authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA356-AE-06.03 under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment C), with PRE, in the amount of \$2,533,199.09 to prepare plans, specifications, and estimate (PS&E) for Phase 2 Orange Line Improvement Project.

Budget Impact

The total cost of this contract is estimated to be \$2,533,199.09. This project is funded by the Transit and Intercity Rail Capital Program (TIRCP) award – Capital Improvement Program 2005119501 – Orange Line Rail Signal Project.

DISCUSSION:

In 2022, MTS was awarded TIRCP funding of \$14,560,000 for the Orange Improvement Project which consisted of general track improvements from 32nd and Commercial to Massachusetts Avenue, including grade crossing warning systems and signal system upgrades to extend the ABS system and to allow bi-directional train movements. In early 2023, MTS was awarded TIRCP funding of \$48,315,712 for the second phase of the Orange Line Improvement Project. The



second phase picks up at Massachusetts, the east end of Phase 1, and extends the improvements out to El Cajon Blvd.

The combined Phase 1 and Phase 2 Orange Line Improvement Projects will make trolley system improvements at various locations to improve service reliability and operating flexibility, maintain grade crossing safety, increase the State of Good Repair (SGR), and ultimately ridership.

The Project will upgrade the signal system and grade crossing warning systems to support bi-directional running between Massachusetts Avenue Station and El Cajon Transit Center. The Orange Line automatic block signal (ABS) system was initially built for unidirectional running, with the grade crossing warning systems monitoring trains approaching the normal traffic direction. Trains operating reverse current of traffic must do so under a set of rules that significantly reduce efficiency. Trains must stop one car length approaching each grade crossing to activate the warning system and then proceed once the gates are in the down position. Trains must operate at restricted speed, which limits the maximum authorized speed (MAS) to 20 mph.

The Project will also improve MTS's SGR. Signal instrument shelters and the associated equipment within this area are approximately 35 years old, have served their useful life, and need upgrading. These upgrades will improve the overall reliability, performance, and maintenance of the Orange Line.

Under this proposed work order, PRE will provide the requested Phase 2 design services to improve the service reliability and operating flexibility, maintain grade crossing safety, and increase the state of good repair, and ultimately ridership for the Orange Line. The TIRCP funding for the entire project must be spent by June 30, 2027. MTS capital projects staff recommends that we combine both projects, Phase 1 and Phase 2, to meet this deadline.

On December 8, 2022 (Agenda Item #13), the Board approved the original Work Order to PRE, which authorized Phase 1 design services to improve the service reliability and operating flexibility, maintain grade crossing safety, and increase the state of good repair, and ultimately ridership for the Orange Line.

On April 26, 2023, the CEO approved Amendment No. 1 which authorized additional survey services along rail on curves #4, #5, and #8.

On September 18, 2023, the CEO approved Amendment No. 2 which reallocated hours and funds from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits.

The Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Approval Date
WOA356-AE-06	Original Work Order – Phase 1 Design Services	\$1,411,503.63	Board approval on 12/08/22, AI 13
WOA356-AE-06.01	Additional Survey Services	\$25,250.30	CEO approval 04/26/23 per Board Policy No. 41
WOA356-AE-06.02	Reallocation of Funds from Signal Design to Survey & OCS Field Visits (\$36,537.46)	\$0.00	CEO approval 09/18/23 per Board Policy No. 41

Work Order No.	Purpose	Amount	Approval Date
WOA356-AE-06.03	Phase 2 Design Services	\$2,533,199.09	Today's proposed action.
		\$3,969,953.02	

PRE's proposed amount of \$2,533,199.09 is less than MTS's Independent Cost Estimate (ICE) of \$3,000,000.00 and was determined to be fair and reasonable.

For this project, PRE has designated two (2) subcontractors:

Subcontractor Name	Subcontractor Certification	Subcontractor Amount
Burns Engineering	None	\$158,780.36
Guida Surveying	Woman Owned Business Enterprise (WBE), Small Business (SB)	\$ 53,357.09

Therefore, staff recommends that the MTS Board of Directors:

- 1) Ratify Work Order Amendment No. WOA356-AE-06.01 under MTS Doc No. PWL356.0-22 (Attachment A) with PRE, a DBE, totaling \$25,250.30, for additional survey services along rail on curves #4 #5 and #8;
- 2) Ratify Work Order Amendment No. WOA356-AE-06.02 under MTS Doc No. PWL356.0-22 (Attachment B) with PRE for the reallocation of hours and funds totaling \$36,537.46 from Task 2, Signal Design, to Task 4, Survey, for additional field surveys and field visits; and
- 3) Authorize the CEO to execute Work Order Amendment No. WOA356-AE-06.03 under MTS Doc. No. PWL356.0-22 (in substantially the same format as Attachment C), with PRE, in the amount of \$2,533,199.09 to prepare PS&E for Phase 2 of the Orange Line Improvement Project.

/S/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachments: A. Executed Work Order Amendment No. WOA356-AE-06.01
B. Executed Work Order Amendment No. WOA356-AE-06.02
C. Draft Work Order Amendment No. WOA356-AE-06.03



Metropolitan Transit System

April 11, 2023

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-06.01

Pacific Rail Enterprises, Inc.
Jennifer Seccombe
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Ms. Seccombe:

Subject: AMENDMENT NO. 1 TO WORK ORDER WOA356-AE-06, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR THE ORANGE LINE IMPROVEMENT PROJECT

This letter shall serve as Amendment No. 1 to our agreement for Work Order WOA356-AE-06 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Amendment shall provide additional survey services along rail on curves #4 #5 and #8 for Task 4 for the Orange Line Improvement Project. The formal survey information is needed in order to increase track speeds.

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Scope of Services, as described above, shall be for a period of thirteen (13) months from the date of the Notice to Proceed.

PAYMENT

This Amendment shall add \$25,250.30 to the Work Order. Payment shall be based on actual costs in the revised amount of \$1,436,753.93, and shall not be exceeded without prior authorization of MTS (Attachment B).



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

Sincerely,

A handwritten signature in black ink that reads "Sharon Cooney". The signature is written in a cursive, flowing style.

Sharon Cooney
Chief Executive Officer

Accepted:

A handwritten signature in blue ink that reads "Jennifer A. Secombe". The signature is written in a cursive, flowing style.

Jennifer Secombe, President/CEO
Pacific Rail Enterprises

Date: 5/26/23

Attachment: Negotiated Fee Proposal

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

Work Order Estimate Summary

Att.A, AI 10, 10/19/23

MTS Doc. No. **PWL356.0-22**
Work Order No. **WOA356-AE-06.01**
Attachment: **B**

Work Order Title: **Orange Line Improvement Project Design Phase**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes Description	Total Costs
1	Task Order Management	\$0.00
2	Signal Design	\$0.00
3	Track and Grade Crossing Civil Designs	\$0.00
4	Survey	\$25,250.30
5	OCS Development	\$0.00
6	GO88-B Preparation	\$0.00
7	Construction Staging	\$0.00

Totals = **\$25,250.30**

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

Item	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task Order Management	0.0	\$0.00
2	Signal Design	0.0	\$0.00
3	Track and Grade Crossing Civil Designs	0.0	\$0.00
4	Survey	128.0	\$25,250.30
5	OCS Development	0.0	\$0.00
6	GO88-B Preparation	0.0	\$0.00
7	Construction Staging	0.0	\$0.00
8			
9			
10			

Totals = **128.0** **\$25,250.30**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	D/VBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	0.0	\$0.00
		x		Guida Surveying Inc	128.0	\$25,250.30
				Burns Engineering	0.0	\$0.00
				AECOM	0.0	\$0.00

Totals = **128.0** **\$25,250.30**

Work Order Estimate
Summary

Att.A, AI 10, 10/19/23

Total Hours =
Total Costs =

128
\$25,250.30

Consultant/Subconsultant: Guida Surveying Inc

Work Order Title: Orange Line Improvement Project Design Phase

MTS Doc. No.: PWL356.0-22

Work Order No.: WOA356-AE-06.01

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	CADD - 3	CADD - Senior	Field Technician - Senior	Surveyor - 1	Surveyor - 2	Surveyor - 3	Surveyor - Senior	Task Manager	Technical Expert	Technician - 1	Technician - 2	Technician - 3	Technician - Senior	Total Hours	Totals
				\$123.75	\$148.50	\$145.04	\$183.14	\$ 195.39	\$ 204.93	\$ 222.79	\$ 349.16	\$256.78	\$155.58	\$166.18	\$189.17	\$226.29		
4	Task 4	Survey																
	4.4 Survey Services along Rail on Curves #4 #5 & #8		\$626.30	1	12	2.02	48	1	48	1	1	1	1	1	1	10	128	\$25,250.30
																	0	\$0.00
																	0	\$0.00
																	0	\$0.00
		Subtotals (Hours) =	N/A	1	12.00	2.02	48	1	48	1	1	1	1	1	1	10	128	\$25,250.30
		Subtotals (Costs) =	\$626.30	\$123.75	\$1,782.00	\$292.94	\$8,790.72	\$195.39	\$9,836.64	\$222.79	\$349.16	\$256.78	\$155.58	\$166.18	\$189.17	\$2,262.90	Totals =	\$25,250.30
		Totals (Summary) =															Totals =	\$25,250.30
		Total (Hours) =	N/A	1	12	2	48	1	48	1	1	1	1	1	1	10	128	\$25,250.30
		Total (Costs) =	\$626.30	\$123.75	\$1,782.00	\$292.94	\$8,790.72	\$195.39	\$9,836.64	\$222.79	\$349.16	\$256.78	\$155.58	\$166.18	\$189.17	\$2,262.90		\$25,250.30
		Percentage of Total (Hours) =	N/A	1%	9%	0.015776622	0.374942239	0.007811297	0.374942239	0.0078113	0.007811297	0.007811297	0.007811297	0.007811297	0.007811297	0.078112967	100%	
		Percentage of Total (Costs) =	2%	0%	7%	0.011601446	0.34814319	0.007738126	0.389565272	0.00882326	0.013827955	0.010169384	0.006161511	0.006581308	0.007491792	0.089618737		10%

Work Order Estimate Summary

Att.A, AI 10, 10/19/23

Consultant/ Subconsultant:

Contract No: **PWL356.0-22**

Work Order Title: **=Summary!E6**

Task Order No. **WOA356-AE-06.01**

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	Repro & Graphics	LS	\$0.15						\$0.00	0	\$0.00		\$0.00
2	Deliveries	LS	\$25.00						\$0.00	0	\$0.00		\$0.00
3	Mileage	MI	\$0.57						\$0.00	1,020	\$576.30		\$0.00
4	Scanning	LS	\$1.00						\$0.00		\$0.00		\$0.00
5	Other (Photo, etc.)	LS	\$1.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00
6	Aerial Photography	LS	\$1.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00
7	Travel	Trips	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8	Research	LS	\$2.00		\$0.00		\$0.00		\$0.00	25	\$50.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

Subtotal = **\$0.00** Subtotal = **\$0.00** Subtotal = **\$0.00** Subtotal = **\$626.30** Subtotal = **\$0.00**

TASKS/WBS (6-10)

ODC Item	Description	Quantity		Total		Quantity		Total		Quantity		Total		Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Repro & Graphics		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
2	Deliveries		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	Mileage	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1,020	\$576.30
4	Scanning		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	Other (Photo, etc.)		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	Aerial Photography		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	Travel		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	Research		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	25	\$50.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00

Subtotal = **\$0.00** Subtotal = **\$0.00** Subtotal = **\$0.00** Subtotal = **\$0.00** Subtotal = **\$0.00** Totals = **\$626.30**



Metropolitan Transit System

September 14, 2023

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-06.02

Pacific Rail Enterprises, Inc.
Jennifer Seccombe, President/CEO
3560 University Avenue, Suite F
Riverside, CA 92501

Dear Jennifer Seccombe:

Subject: AMENDMENT NO. 2 TO WORK ORDER WOA356-AE-06, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR THE ORANGE LINE IMPROVEMENT PROJECT

This letter shall serve as Amendment No. 2 to our agreement for Work Order WOA356-AE-06 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

There shall be no change to the Scope of Services as a result of this Amendment. This Amendment shall reallocate hours and funds from Task 2, Signal Design, to a) Task 4, Survey, for additional field surveys to be performed by Guida Surveying, Inc., and b) to Task 5, OCS Development, for an additional field visit by Burns Engineering (see attached Negotiated Fee Proposal).

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Scope of Services, as described above, shall be for a period of thirteen (13) months from the date of the Notice to Proceed.

PAYMENT

There shall be no change to the Payment as a result of this Amendment. Payment shall be based on actual costs in the amount of \$1,436,753.93, and shall not be exceeded without prior authorization of MTS (see attached Negotiated Fee Proposal).



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:



Jennifer Seccombe, President/CEO
Pacific Rail Enterprises, Inc.

Date: 9/19/2023

Attachment: Negotiated Fee Proposal

NEGOTIATED FEE PROPOSAL

**Work Order Estimate
Summary**

Att.B, AI 10, 10/19/23

MTS Doc. No.	PWL356.0-22
Work Order No.	WOA356-AE-06.02
Attachment:	B

Work Order Title:	Orange Line Improvement Project Design
--------------------------	---

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes Description	Total Costs
1	Task Order Management	\$0.00
2	Signal Design	(\$36,537.46)
3	Track and Grade Crossing Civil Designs	\$0.00
4	Survey	\$31,737.74
5	OCS Development	\$4,799.72
6	GO88-B Preparation	\$0.00
7	Construction Staging	\$0.00

Totals = **\$0.00**

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

Item	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task Order Management	0.0	\$0.00
2	Signal Design	-255.7	(\$36,537.46)
3	Track and Grade Crossing Civil Designs	0.0	\$0.00
4	Survey	168.0	\$31,737.74
5	OCS Development	0.0	\$4,799.72
6	GO88-B Preparation	0.0	\$0.00
7	Construction Staging	0.0	\$0.00

Totals = **-87.7** **\$0.00**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	-255.7	(\$36,537.46)
		x		Guida Surveying Inc	168.0	\$31,737.74
				Burns Engineering	0.0	\$4,799.72

Totals = **-87.7** **\$0.00**

Work Order Estimate
Summary

Att.B, AI 10, 10/19/23

Total Hours =	-256
Total Costs =	(\$36,537.46)

Consultant/Subconsultant:	PACIFIC RAILWAY ENTERPRISES	MTS Doc. No.:	PWL356.0-22
Work Order Title:	Orange Line Improvement Project Design Phase	Work Order No.:	WOA356-AE-06.02
		Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Project Manager	Intern	Technical Expert	Task Manager	Technician - Senior	Technician - 3	Technician - 2	Engineer - 1	CADD - 3	CADD - 2	Total Hours	Totals
				\$239.71	\$191.25	\$193.33	\$41.69	\$208.44	\$174.05	\$143.56	\$113.25	\$107.35	\$81.81	\$78.69	\$66.70		
2	Task 2	Signal Design															
	2.1 ABS Upgrades							-25	-25	-25			-16	-14		-105	(\$15,561.87)
	2.2 Interlocking Upgrades							-15	-12	-16			-11	-10		-64	(\$9,198.97)
	2.3 Grade Crossing Warning System Upgrades							-16	-10	-27			-10	-9.65		-73	(\$10,529.12)
	2.4 Fiber System Upgrades											-4	-10			-14	(\$1,247.50)
	2.5 Utility Coordination															0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	-56	-47	-68	0	-4	-47	-33.65	0	-256	(\$36,537.46)
		Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-11,672.64	\$-8,180.35	\$-9,762.08	\$0.00	\$-429.40	\$-3,845.07	\$-2,647.92	\$0.00	-256	(\$36,537.46)
		Totals (Summary) =														-256	(\$36,537.46)
		Total (Hours) =	N/A	0	0	0	0	-56	-47	-68	0	-4	-47	-34	0	(255.65)	
		Total (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-11,672.64	\$-8,180.35	\$-9,762.08	\$0.00	\$-429.40	\$-3,845.07	\$-2,647.92	\$0.00		\$-36,537.46
		Percentage of Total (Hours) =	N/A	0%	0%	0%	0%	22%	18%	27%	0%	2%	18%	13%	0%	100%	
		Percentage of Total (Costs) =		0%	0%	0%	0%	32%	22%	27%	0%	1%	11%	7%	0%		100%

Work Order Estimate
Summary

Att.B, AI 10, 10/19/23

Total Hours =
Total Costs =

168
\$31,737.74

Consultant/Subconsultant: Guida Surveying Inc

Work Order Title: Orange Line Improvement Project Design

MTS Doc. No.: PWL356.0-22

Work Order No.: WOA356-AE-06.02

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Surveyor - 3	Surveyor-2	Surveyor-1	Field Technician - Senior	Surveyor - Senior	Technical Expert	Technician - Senior	Technician - 3	Tecnician - 1	CADD - Senior	CADD - 3	Admin - Senior	Task Manager	Total Hours	Totals
				\$204.93	\$195.39	\$183.14	\$145.04	\$222.79	\$256.78	\$226.29	\$189.17	\$155.58	\$148.50	\$123.75	\$127.29	\$349.16		
4	Task 4	Survey																
	4.5 Supplemental Phase 1 Survey - Post 30% Submittal		\$625.00		56	56	3	3	3	4	6	3	26	3	2	3	168	\$31,737.74
		Subtotals (Hours) =	N/A	0	56	56	3	3	3	4	6	3	26	3	2	3	168	\$31,737.74
		Subtotals (Costs) =	\$625.00	\$0.00	\$10,941.84	\$10,255.84	\$435.12	\$668.37	\$770.34	\$905.16	\$1,135.02	\$466.74	\$3,861.00	\$371.25	\$254.58	\$1,047.48	168	\$31,737.74
		Totals (Summary) =															168	\$31,737.74
		Total (Hours) =	N/A	0	56	56	3	3	3	4	6	3	26	3	2	3	168	
		Total (Costs) =	\$625.00	\$0.00	\$10,941.84	\$10,255.84	\$435.12	\$668.37	\$770.34	\$905.16	\$1,135.02	\$466.74	\$3,861.00	\$371.25	\$254.58	\$1,047.48		\$31,737.74
		Percentage of Total (Hours) =	N/A	0%	33%	33%	2%	2%	2%	2%	4%	2%	15%	2%	1.2%	1.8%	100%	
		Percentage of Total (Costs) =		2%	0%	34%	32%	1%	2%	2%	3%	4%	1%	12%	1%	0.8%	3.3%	95%

Work Order Estimate Summary

Att.B, AI 10, 10/19/23

Consultant/ Subconsultant: **Guida Engineering**

Contract No: **PWL356.0-22**

Task Order No. **WOA356-AE-06.02**

Work Order Title: **Orange Line Improvement Project Design**

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	Mileage	MI	\$0.625						\$0.00	1,000	\$625.00		\$0.00
2	MTS Safety Training	EA	\$150.000						\$0.00	0	\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
										Subtotal =			\$625.00
										Subtotal =			\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1,000	\$625.00
2	MTS Safety Training		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
												Totals =	
												\$625.00	

Work Order Estimate
Summary

Att.B, AI 10, 10/19/23

Total Hours =
Total Costs =

0
\$4,799.72

Consultant/Subconsultant:	BURNS Engineering	MTS Doc. No.:	PWL356.0-22
Work Order Title:	Orange Line Improvement Project Design Phase	Work Order No.:	1
		Attachment:	B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Classification	Classification	Classification	Classification	Total Hours	Totals
				\$275.84	\$233.37						
Subtotals (Hours) =			N/A	0	0	0	0	0	0	0	\$0.00
Subtotals (Costs) =			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
5	Task 5	OCS Development									
	5.1 E2 Interlocking									0	\$0.00
	5.2 E8 Interlocking									0	\$0.00
	5.3 E10 Interlocking									0	\$0.00
	5.4 Supplemental Phase 1 Site Invesigation		\$ 4,799.72							0	\$4,799.72
Subtotals (Hours) =			N/A	0	0	0		0	0	0	\$4,799.72
Subtotals (Costs) =			\$4,799.72	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	0	\$4,799.72
Totals (Summary) =										0	\$4,799.72
Total (Hours) =			N/A	0	0	0	0	0	0	0	
Total (Costs) =			\$4,799.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,799.72
Percentage of Total (Hours) =			N/A	0%	0%	0%	0%	0%	0%	0%	
Percentage of Total (Costs) =			100%	0%	0%	0%	0%	0%	0%		100%

Work Order Estimate Summary

Att.B, AI 10, 10/19/23

Consultant/ Subconsultant: **Burns Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design**

Task Order No. **WOA356-AE-06.02**

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	Trips	\$1,199.93						\$0.00		\$0.00	4	\$4,799.72
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$4,799.72

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8		Quantity	Total	Quantity	Total	Totals	
		Quantity	Total	Quantity	Total	Quantity	Total					Quantity	Total
1	Travel		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$4,799.72
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Totals =	
												\$4,799.72	



Metropolitan Transit System

October 19, 2023

MTS Doc. No. PWL356.0-22
Work Order No. WOA356-AE-06.03

Pacific Rail Enterprises, Inc.
Jennifer . Seccombe
President/CEO
3560 University Ave, Suite F
Riverside, CA 92501

Dear Mrs. Seccombe:

Subject: AMENDMENT NO. 3 TO WORK ORDER WOA356-AE-06, TO MTS DOC. NO. PWL356.0-22, GENERAL ENGINEERING SERVICES FOR THE ORANGE LINE IMPROVEMENT PROJECT – PHASE 2

This letter shall serve as Amendment No. 3 to our agreement for Work Order WOA356-AE-06 to MTS Doc. No. PWL356.0-03, for engineering services under the General Engineering Consultant Agreement, as further described below.

SCOPE OF SERVICES

This Amendment shall provide additional design services for plans, specifications, and estimates (PS&E) for Phase 2 of the Project. (Attachment A).

SCHEDULE

This Amendment shall add fifteen (15) months to the Schedule. The Scope of Services, as described above shall be for a period of twenty-eight (28) months from the date of the Notice to Proceed.

PAYMENT

This Amendment add to the \$2,533,199.09 to the Payment. The Payment shall be based on actual costs in the revised amount of \$3,969,953.02, and shall not be exceeded without prior authorization of MTS (Attachment B).



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

Sincerely,

Accepted:

Sharon Cooney
Chief Executive Officer

Jennifer Seccombe, President/CEO
Pacific Rail Enterprises

Date:

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

**ATTACHMENT A
SCOPE OF SERVICES**

**WORK ORDER TITLE: Orange Line Improvement Project, MTS Doc. No. WOA356-AE-06.03
Phase 2**

I. PROJECT UNDERSTANDING

The Orange Line Improvement Project will make trolley system improvements at various locations within the 17.6-mile line, benefitting the riding public and the cities of San Diego, Lemon Grove, La Mesa, and El Cajon. The Project goal is to improve service reliability and operating flexibility, maintain grade crossing safety, increase the State of Good Repair, and, ultimately, ridership.

The Project will upgrade the signal system and grade crossing warning systems to support bi-directional running between Massachusetts Avenue Station and El Cajon Transit Center. The Orange Line automatic block signal (ABS) system was initially built for unidirectional running, with the grade crossing warning systems monitoring trains approaching the normal traffic direction. Trains operating reverse current of traffic must do so under a set of rules that significantly reduce efficiency. Trains must stop one car length approaching each grade crossing to activate the warning system and then proceed once the gates are in the down position. Trains must operate at restricted speed, which limits the maximum authorized speed (MAS) to 20 mph.

The Project will also improve MTS' State of Good Repair. Signal instrument shelters and the associated equipment within this area are approximately 35 years old, have served their useful life, and need upgrading. These upgrades will improve the overall reliability, performance, and maintenance of the Orange Line.

II. SCOPE OF WORK

Pacific Railway Enterprises, Inc. (PRE) will prepare plans, specifications, and estimates (PS&E) for Phase 2 of the Project. The following is a detailed description of the tasks required to meet the Project goal.

Task 1 – Task Order Management

This Task includes the associated project management services, including the requirements for progress reports, invoicing, meetings, and administration of the Consultant's and Subconsultant's work.

Task 1.1 – Project reporting

Monthly invoices and progress reports of the work will be consistent with the MTS reporting and invoicing formats.

Task 1.2 – Project Management and Coordination with Subconsultants

PRE's management and oversight administration of the subconsultants' work. PRE's Project Management Plan (PMP) will be updated regularly and track the project schedule, budget, and risk registry throughout the Project's life cycle.

Task 1.3 – Project Development Team (PDT) Meetings with MTS

Twelve (12) monthly PDT meetings will be held virtually and will work with MTS (1-hour each). Agendas will be prepared for each meeting. Action items and project risk register will be updated after each meeting and distributed to the team via email. There will be overlap with the Orange Line Phase 1 work, but it is anticipated that additional meetings will be needed to combine the packages for construction.

Task 1.4 Interdisciplinary Team meetings

Twelve (12) 1-hour interdisciplinary team meetings will be held internally PRE and the subconsultant team. These meetings will be held before the PDT meetings to discuss and identify risks and determine which items need to be added to the agenda for discussion with MTS.

Task 1.5 Bluebeam Interdisciplinary Review Sessions

Before submitting each design submittal, a Bluebeam interdisciplinary review session will be held to allow each discipline to review the comprehensive design package. This review will increase the overall quality of the design and identify the impacts of overlapping discipline design. Three (3) sessions are anticipated at 2 hours each to support 30%, 100%, and Final design submittals.

Task 2 – Signal Design

Task 2.1 - ABS Upgrades

A block design for the area between Massachusetts Avenue and El Cajon Transit Center will be developed to incorporate reverse running. Safe braking distances will be calculated and incorporated into the design. An aspect chart will be created with the block design at the 30% signal design stage.

As the existing copper-line-circuited, relay-based signal system does not support bidirectional ABS, the design will upgrade the system to a vital processor-based system utilizing a fiber optic network.

Upgrading the equipment necessary for these changes will replace most of the original signal equipment installed in the 1980s, surpassing its useful life cycle. This effort will bring this track portion up to the State of Good Repair and reduce maintenance costs.

It is anticipated that 10 bi-directional double track intermediate signal locations will be added to the design. A total of 8 interlocking houses and approximately 30 rail cases (final count to be determined at the 30% design stage) will be designed for addition or replacement and upgrade.

Task 2.2 - Interlocking Upgrades

The signal design will upgrade five existing interlockings for the proposed bi-directional ABS. One manual crossover will be converted to a power-operated interlocking. In addition, two locations will be selected for new crossovers. E26, which is presently under construction and will have a relay based interface (railroad west direction) will be modified for 100% modern equipment use.

The signal improvements for the following interlockings will include a new instrument shelter, power-operated switch machines, wayside signals, track circuits, route control equipment, conduit, cable, insulated joints, and associated circuits.

1. E12 Interlocking. The interlocking will remain two single crossovers divided by High St. and the SR94. Each crossover will be upgraded with modern equipment capable of bi-directional running.
2. E18 Interlocking. The interlocking will remain a single power operated crossover but will be upgraded with modern equipment capable of bi-directional running.
3. E20 Interlocking (Baltimore Junction). The interlocking will remain a XXXX but will be upgraded with modern equipment capable of bi-directional running.
4. E22 Interlocking. The interlocking will remain a single power operated crossover but will be upgraded with modern equipment capable of bi-directional running.
5. E356 Switch Locks (to be renamed EXX Interlocking). The crossover will be upgraded to a power-operated interlocking. This single crossover is configured with manual switch stands and electric locks.
6. E24 Interlocking. The interlocking will remain a single power operated crossover but will be upgraded with modern equipment capable of bi-directional running.
7. New Crossover 1A or 1B location Interlocking. There are 2 potential locations that will be evaluated for the new crossover between Massachusetts and Lemon Grove station. One of these locations will be selected at the 30% design level.
8. New Crossover 2 location Interlocking. A new crossover will be placed between Severin Drive and Grossmont Summit.

Task 2.3 - Grade Crossing Warning System Upgrades

State of Good Repair Upgrades

Eleven grade crossings from San Miguel to Hill Street will be upgraded to support bi-directional running with new MUTCD warning devices, instrument shelters, vital processors with fiber optic network, track circuits, conduit, cable, and associated circuits:

1. San Miguel Avenue
2. Central Avenue
3. Broadway
4. High Street
5. Lemon Avenue
6. La Mesa Blvd
7. Allison Avenue
8. University Avenue
9. I-8 Offramp
10. Severin Drive
11. Hill Street

Within the limits of Massachusetts station and El Cajon, there are three additional crossings that will be upgraded for bi-directional running:

1. Massachusetts Avenue (new shelter, ElectrologIXS and bi-directional operation)

2. North Avenue (ElectrologIXS and bi-directional operation)
3. Palm Avenue* (adjustments for bi-directional operation)

*Palm Avenue will be upgraded to ElectrologIXS and new shelter within the El Cajon Third Track Project.

Task 2.4 – Fiber System Upgrades

The existing fiber within the Orange Line consists of a 24-strand fiber optic cable for train control applications and a 144-strand fiber optic cable for station applications. This fiber is installed aerially throughout much of the line, except for underground installation at the stations. The Orange Line utilizes programmable logic controllers (PLCs) to send supervisory information (CTC) along the line to the operations center. Within Massachusetts Avenue Station and El Cajon limits, the existing fiber system will be upgraded to the MTS standard vital and non-vital communications utilized on other MTS lines, such as the Blue Line. New fiber access will be required at locations added or adjusted for the signal block layout and will be determined and coordinated in conjunction with that design. New areas may require more aerial fiber work if there is insufficient nearby cable slack. There are also several known areas where fiber slack and or splice enclosures are located within the existing signal instrument cases. This fiber will need to be relocated so that the instrument case can be removed. In the area east of Grossmont Station, there is a single 72-strand fiber optic cable. As there is no dedicated vital fiber cable, PRE will need to analyze whether this is acceptable for vital fiber use. This may require adjusted MTS procedures to protect the existing fiber optic cable as a mission critical asset in this area. Any interruption to this cable will impact MTS operations after the upgrades are completed.

Task 2.5 – Utility Coordination

New meter service and coordination with SDG&E will be required at signal instrument shelters. Many of the existing meters are attached to the instrument cases that will be replaced, requiring meter relocation at a minimum. Some new meter services will be needed to support the signal design. Overall utility coordination effort is unknown until the 30 percent signal block design is completed.

Signal Design Plan Development and Deliverables

The signal design PS&E portion of the work will be developed in the following phases.

1. 30%: The Initial plan development will include a signal layout, aspect charts, fiber plan, opinion of probable costs (OPC), and specification outline.
2. 100%: Address 30% MTS comments, final development of signal layout, aspect chart, fiber plan, location plans, specifications, and updated OPC. A bid list for signal items will also be provided.
3. Final PS&E: Address 100% MTS comments, seal final package for bid.

Task 3 – Trackwork & Pedestrian Walkway Civil Design

Task 3.1 – Crossover 1A (30% Design)

Crossover 1A will be developed to the 30% design level for MTS evaluation. This #10 crossover will be located between Massachusetts and Lemon Grove stations.

Task 3.2 – Crossover 1B (30% Design)

Crossover 1B will be developed to the 30% design level for MTS evaluation. This #10 crossover will be located between Massachusetts and Lemon Grove stations.

Task 3.3 – Crossover 1 (MTS selected 1A or 1B; 30% to Final Design)

Once MTS selects the preferred crossover location of 1A or 1B, Crossover 1 will be developed to final design level.

Task 3.4 – Crossover 2

Crossover 2 will be located between Severin Drive and Grossmont Summit as a #10 crossover.

Task 3.5 – Trackwork Replacement at E20

At E20 a design will be prepared for the replacement of the diamond. PRE will work with Wayside Maintenance of Way to identify any other components that need to be included for the turnouts. To determine the diamond geometrics, the track leading into the diamond for both the Orange and Green Line will be surveyed and analyzed for the alignment.

Track Design Plan Development

The track design PS&E portion will be developed in the following phases.

1. 30%: Track plan & profile sheets, sections, details, specification sections, and estimates.
2. 100%: Address 30% MTS review comments, finalize each track plan & profile, sections, details, specifications, and opinion of probable costs. A bid list for track items will also be provided.
3. Final PS&E: Address 100% MTS review comments, seal final package for bid.

Task 4 – Survey

A survey will be needed for the following areas:

1. Track crossovers & diamond area

Task 4.1 – Crossover 1A

Track cross section survey shots shall be taken at 25' on center including but not limited to, top-of-rail, catenary poles and guy wires, fences, curbs, trees, streetlights, utilities, signals and signal equipment, toe-of-ballast, drainage facilities, and all other visible features.

Task 4.2 – Crossover 1B

Track cross section survey shots shall be taken at 25' on center including but not limited to, top-of-rail, catenary poles and guy wires, fences, curbs, trees, streetlights, utilities, signals and signal equipment, toe-of-ballast, drainage facilities, and all other visible features.

Task 4.3 – Track Replacement (East of E20, E20 Diamond, & Green Line Segment)

For the sections of curve-worn rail, survey cross section shots shall be taken at 25' intervals of both rails on both tracks for a total length of 2330'.

For the diamond replacement, shots shall be taken on both rails of both tracks through the curved section through E20 (1500') and the tangent segment of the Green Line (830'). Also, a detailed

survey of the diamond and turnouts shall be coordinated with the civil engineer who must be present during the survey to assist the surveyors in shooting the needed information.

Task 4.4 – Crossover 2

Track cross section survey shots shall be taken at 25' on center including but not limited to, top-of-rail, catenary poles and guy wires, fences, curbs, trees, streetlights, utilities, signals and signal equipment, toe-of-ballast, drainage facilities, and all other visible features.

Task 5 – OCS Development

The Subconsultant will develop PS&E documents for the OCS modifications required for the Crossovers 1A, 1B, and 2. This will include OCS structures, foundations, OCS conductors and hardware, traction power feeder sectionalizing, rail return bonding, and grounding.

1. 30%: Development of layout drawings showing foundation and pole locations, system sectionalizing diagrams, wiring plans, specification outline, and preparation of the opinion of probable costs.
2. 100%: Address MTS 30% design review comments, further development of layout drawings showing foundation and pole locations, system sectionalizing diagrams, wiring plans, specifications, and the updated opinion of probable costs. A bid list for OCS items will also be provided.
3. Final PS&E: Address MTS 100% design review comments, seal final package for bid.

Task 5.1 – Crossover 1A (30% design)

There are 2 sections of tangent track located between Massachusetts and Lemon Grove stations. The first area will be evaluated for OCS design modifications to the 30% level. This will be evaluated as Crossover 1A. A single crossover will be selected beyond the 30% level.

Task 5.2 – Crossover 1B (30% design)

The second area of tangent track located between Massachusetts and Lemon Grove stations will be evaluated for OCS design modifications to the 30% level. This will be evaluated as Crossover 1B. A single crossover will be selected beyond the 30% level.

Task 5.3 – Selected Crossover 1 (100% and Final design)

The selected crossover will be developed in corporate OCS within the 100% and Final design levels.

Task 5.4 – Crossover 2 (30%, 100% and Final design)

Crossover 2 will be located between Severin Drive and Grossmont Summit. This crossover will be developed to incorporate OCS at the 30%, 100%, and Final design levels.

Task 6 – Construction Staging

Construction staging constraints will be developed and coordinated with MTS, from which the plans will be developed, considering LRT operations and MOW during shutdowns as needed for the construction. The staging plans will be developed and submitted to MTS for review at the 90%

and 100% design level. The staging plans will clearly describe how extended and when MTS will allow shutdowns. Care will be taken to avoid working during special events when trolley ridership is at its highest.

To coordinate with MTS operations 3 meetings will be held with MTS personnel, 2 hours each meeting.

Task 7 – CPUC Safety Certification Plan

CPUC General Order 164-E requires MTS to develop a Safety Certification Plan (SCP) which ensures that elements critical to safety are planned, designed, constructed, analyzed, tested, inspected, and implemented, and that employees are trained, and rules and procedures are followed in compliance with regulatory safety requirements. Within this task, PRE has defined activities that will take place during the design process. Activities that will be required during the construction period will be addressed at the design support during construction phase.

The SCP is required to include:

1. Project description, alignment map, and budget.
2. Organizational authority, assigned responsibilities, and organization chart.
3. The hazard management process used to conduct safety hazard analyses and safety hazard resolution.
4. A list of all safety and security design criteria that will be used in the planning, design and construction of the project.
5. A list of certifiable elements and sub-elements.
6. The process for conducting safety certification audits in accordance with written checklists to verify compliance and judge the effectiveness of the SCP.
7. Format of conformance checklists, and a list of the actual checklists as they become available.
8. Safety certification milestones.
9. Procedure for updates.

The identified Certifiable Elements include:

1. Switch machines
2. Signals
3. Wayside Signal Controller
4. Grade Crossing Warning Systems
5. Track Circuits

PRE will propose project segments in which to complete the certification that will support continued operation of the line during construction.

Task 7.1 – Draft and Final SCP

PRE will draft the project specific SCP. The SCP is required to be submitted to the CPUC during the preliminary engineering phase. This plan will be submitted with the 30% design for MTS review. The SCP is required to be maintained during the project development cycle.

Task 7.2 – Preliminary Hazard Analysis - Design

PRE will identify hazards within the design that will impact MTS. MTS will identify hazards in the areas of Training, Maintenance and Operations. This effort will be completed by the 30% level design, updated at 100% level design and monitored throughout the design process.

PRE will host a workshop with MTS staff to review historical hazard/accident data, operational experience and lessons learned.

All identified hazards will be assessed, categorized, tracked and resolved through a resolution process, including a selection of the following mitigation methods:

1. Design to eliminate hazards
2. Eliminate system/subsystem component
3. Utilize warning devices
4. Implement special procedures and training
5. Accept the hazard

Task 7.3 – Develop Design Criteria Conformance Checklists

PRE will develop conformance checklists for the project specific design criteria to be measured against at the 30% level and monitored throughout design. The criteria used will be the SANDAG LRT design criteria, AREMA Signal and Communications Guidelines, and industry best practices. The list will cover the Certifiable Elements listed herein. A certification tracking system will be developed.

Task 7.4 – Conduct Independent Safety Audits

PRE will perform independent safety audits periodically through the design phase.

Task 7.5 – Verify Design Criteria Conformance Checklists and Issue Certificates

PRE will complete the checklists and issue certifications for conformance. This will be performed at 100% level design.

Task 7.6 – Develop Construction Specification Conformance Checklists

PRE will develop specification conformance checklists, based on the contract specifications. This will be completed at 100% level design.

Task 7.7 – Develop Safety Related Testing Conformance Checklists

PRE will develop safety-related testing conformance checklists, based on design parameters to verify equipment functions safely and does not contain or create known hazards. This will be completed at 100% level design.

III. PERIOD OF PERFORMANCE

The period of performance for required services shall be fifteen (15) months from the date of the Notice to Proceed (NTP).

IV. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Task	Begin/End
Task Order Management	15 months from NTP
30% PS&E	5 months from NTP
100% PS&E	10 months from NTP
Final PS&E	15 months from NTP

V. EXCLUSIONS/EXTRAS

1. Any support needed to address any comments or changes following submission of the Final PS&E documents shall require a work order amendment.
2. Any environmental studies, documentation, surveys, and other related environmental activities are excluded.
3. Traffic studies and traffic engineering are excluded.
4. Structural design/modifications necessary for walls are excluded.
5. Utility investigation requiring utility potholing is excluded.
6. Permit processing with cities within the project limits is excluded.
7. Right-of-way engineering and acquisition is excluded.
8. Bid support and design support during construction is not included as part of this work order.
9. LIDAR data is excluded.
10. Traffic control plans are excluded.
11. Geotechnical investigations are excluded.
12. CPUC site diagnostic meetings are excluded.

VI. ASSUMPTIONS

1. Freight speeds will not be increased.
2. MTS has sufficient property to support new signal enclosures where required.
3. Grade crossings will use simultaneous preemption will not require advanced preemption.
4. Any flagging requests cost to support field visits will be funded by MTS.
5. Existing fiber has sufficient slack to support new signal enclosures within 100' of location.

**ATTACHMENT B
NEGOTIATED FEE PROPOSAL**

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

MTS Doc. No. **PWL356.0-22**
Work Order No. **WOA356-AE-06.03**
Attachment: **B**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes Description	Total Costs
1	Task Order Management	\$133,428.90
2	Signal Design	\$1,934,230.20
3	Track Replacement and Station Pedestrian Walkway Civil Design	\$99,899.20
4	Survey	\$53,357.09
5	OCS Development	\$139,301.60
6	Construction Staging	\$36,451.38
7	CPUC Safety Certification Plan	\$136,530.72

Totals = **\$2,533,199.09**

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

Item	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task Order Management	564.0	\$133,428.90
2	Signal Design	14678.0	\$1,934,230.20
3	Track Replacement and Station Pedestrian Walkway Civil Design	632.0	\$99,899.20
4	Survey	279.0	\$53,357.09
5	OCS Development	520.0	\$139,301.60
6	Construction Staging	182.0	\$36,451.38
7	CPUC Safety Certification Plan	640.0	\$136,530.72

Totals = **17,495.0** **\$2,533,199.09**

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

(If Applicable, Select One)				Consultant	Labor Hrs	Total Costs
DBE	DVBE	SBE	Other			
x		x		Pacific Railway Enterprises, Inc.	16,624.0	\$2,321,061.64
		x		Guida Engineering	279.0	\$53,357.09
				Burns Engineering	592.0	\$158,780.36

Totals = **17,495.0** **\$2,533,199.09**

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Total Hours =		16,624		Consultant/Subconsultant: PACIFIC RAILWAY ENTERPRISES												MTS Doc. No.: PWL356.0-22			
Total Costs =		\$2,321,061.64		Work Order Title: Orange Line Improvement Project Design Phase 2												Work Order No.: WOA356-AE-06.03			
																Attachment: B			
				Jen	Mitch		Don	Lino	Darrin	Chris/Ken	Matt/Pat	Brandy	Nick	Caroline	Vodrick	Jose			
				ODCs (See Attachment)	Engineer - Principal (Systems)	Engineer - Senior	Technical Expert (QA)	Technical Expert (Software & Operations)	Task Manager	Technician - Senior	Technician - 3	Technician - 1	Engineer - 1	Engineer - 2 (Proposed Classification)	CADD - 3	CADD - 2	Total Hours	Totals	
				\$251.22	\$200.43	\$218.45	\$218.45	\$182.40	\$150.46	\$118.69	\$100.85	\$85.74	\$92.59	\$82.46	\$69.90				
Item	TASKS/WBS	TASKS/WBS Description																	
1	Task 1	Task Order Management																	
	1.1 Project reporting (monthly)		12	12													24	\$5,419.80	
	1.2 Project management and coordination with subconsultants		260	148													408	\$94,980.84	
	1.3 Project Development Team meetings with MTS (12 meetings, 1 hour each)		12	12													24	\$5,419.80	
	1.4 Interdisciplinary Team meetings (internal) (12 meetings, 1 hour each)		12	12													24	\$5,419.80	
	1.5 Bluebeam Interdisciplinary Review Sessions (3 sessions, 2 hours each)		6	6													12	\$2,709.90	
																	0	\$0.00	
	Subtotals (Hours) =	N/A	302	190	0	0	0	0	0	0	0	0	0	0	0	0	492	\$113,950.14	
	Subtotals (Costs) =	\$0.00	\$75,868.44	\$38,081.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	492	\$113,950.14	
2	Task 2	Signal Design																	
	2.1 30% Concept Development (Block diagram development)		\$1,637.50	80	40	40	138	480	80								858	\$144,671.10	
	2.1 ABS Upgrades (10 bidirectional double track intermediate signal locations)		80		40	200	200	400	400	400				370	220		2,310	\$302,893.80	
	2.2 Interlocking Upgrades (9 locations)		120		80	480	400	860	500	800		210		370	680		4,500	\$590,906.60	
	2.3 Grade Crossing Warning System Upgrades (11 locations warning devices/birectional, 3 locations bidirectional running)		120		80	480	400	860	540	800		210		300	680		4,470	\$569,882.00	
	2.4 Fiber System Upgrades		160		80	130						620	1040		150		2,180	\$246,007.10	
	2.5 Utility Coordination		80		40		40		200								360	\$59,869.60	
																	0	\$0.00	
	Subtotals (Hours) =	N/A	640	0	360	1330	1178	2600	1640	2080	1040	1040	1040	1040	1730		14,678	\$1,934,230.20	
	Subtotals (Costs) =	\$1,637.50	\$160,780.80	\$0.00	\$78,642.00	\$290,538.50	\$214,867.20	\$391,196.00	\$194,651.60	\$209,768.00	\$89,169.60	\$96,293.60	\$85,758.40	\$120,927.00			14,678	\$1,934,230.20	
3	Task 3	Track Replacement and Station Pedestrian Walkway Civil Design																	
	3.1 Crossover 1A (30% Design)		\$131.00		40	4						8		16			68	\$11,027.28	
	3.2 Crossover 1B (30% Design)				40	4						8		16			68	\$10,896.28	
	3.3 Crossover 1 (MTS selected 1A or 1B 30% to Final Design)				80	8						24		40			152	\$23,138.16	
	3.4 Crossover 2				80	8						24		40			152	\$23,138.16	
	3.5 Trackwork replacement at E20, including diamond and green line connection				120	12						24		36			192	\$31,699.32	
																	0	\$0.00	
	Subtotals (Hours) =	N/A	0	360	36	0	0	0	0	0	0	88	0	148	0		632	\$99,899.20	
	Subtotals (Costs) =	\$131.00	\$0.00	\$72,154.80	\$7,864.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,545.12	\$0.00	\$12,204.08	\$0.00		632	\$99,899.20	
4	Task 4	Survey																	
	4.1 Massachusetts Station																0	\$0.00	
	4.2 Crossover 1A																0	\$0.00	
	4.3 Crossover 1B (includes Broadway Crossing)																0	\$0.00	
	4.4 Curve-worm Rail Replacement (Spring Street Station West)																0	\$0.00	
	4.5 Curve-worm Rail Replacement (Spring Street Station East)																0	\$0.00	
	4.6 Track Replacement (West of Lemon Ave to East of University Ave/La Mesa Station) (includes Lemon, La Mesa, Allison,																0	\$0.00	
	4.7 Track Replacement (West of E20, E20 Diamond, & Green Line Segment)																0	\$0.00	
	4.8 Crossover 2																0	\$0.00	
	4.9 Track Replacement (West of Palm Ave to North of El Cajon Station) (includes Palm Crossing)																0	\$0.00	
																	0	\$0.00	
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
5	Task 5	OCS Development																	
	5.1 Crossover 1A (30% design)																0	\$0.00	
	5.2 Crossover 1B (30% design)																0	\$0.00	
	5.3 Selected Crossover 1 (100% and Final design)																0	\$0.00	
	5.4 Crossover 2 (30%, 100% and Final design)																0	\$0.00	
																	0	\$0.00	
	Subtotals (Hours) =	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Subtotals (Costs) =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	
6	Task 6	Construction Staging																	
	6.1 Staging Plans		24	60			80										164	\$32,647.08	
	6.2 Coordinating Meetings with MTS Operations Staff (3 meetings, 2 hours each)		6	6			6										18	\$3,604.30	
																	0	\$0.00	
	Subtotals (Hours) =	N/A	30	66	0	0	86	0	0	0	0	0	0	0	0	0	182	\$36,451.38	
	Subtotals (Costs) =	\$0.00	\$7,536.60	\$13,228.38	\$0.00	\$0.00	\$15,686.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	182	\$36,451.38	
7	Task 7	CPUC Safety Certification Plan (SCP)																	
	7.1 Draft and Final SCP		24	8													32	\$7,632.72	
	7.2 Preliminary Hazard Analysis - Design		24	8		40	40										112	\$23,666.72	
	7.3 Develop Design Criteria Conformance Checklists		16	16		32	32										96	\$20,053.60	
	7.4 Conduct Independent Safety Audits				80												80	\$17,476.00	
	7.5 Verify Design Criteria Conformance Checklists and Issue Certificates		8	16		24	24										72	\$14,837.04	
	7.6 Develop Construction Specification Conformance Checklists		16	16		32	32										96	\$20,053.60	
	7.7 Develop Safety Related Testing Conformance Checklists		32			80	40										152	\$32,811.04	
																	0	\$0.00	
	Subtotals (Hours) =	N/A	120	64	80	208	168	0	0	0	0	0	0	0	0	0	640	\$136,530.72	
	Subtotals (Costs) =	\$0.00	\$30,146.40	\$12,827.52	\$17,476.00	\$45,437.60	\$30,643.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	640	\$136,530.72	
Totals (Summary) =																		16,624	\$2,321,061.64
Total (Hours) =		N/A	1092	680	476	1538	1432	2600	1640	2080	1128	1040	1188	1730			16,624		
Total (Costs) =		\$1,768.50	\$274,332.24	\$136,292.40	\$103,982.20	\$335,976.10	\$261,196.80	\$391,196.00	\$194,651.60	\$209,768.00	\$96,714.72	\$96,293.60	\$97,862.48	\$120,927.00				\$2,321,061.64	
Percentage of Total (Hours) =		N/A	7%	4%	3%	9%	9%	16%	10%	13%	7%	6%	7%	10%			100%		
Percentage of Total (Costs) =		0%	12%	6%	4%	14%	11%	17%	8%	9%	4%	4%	4%	5%					

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Consultant/ Subconsultant: **Pacific Railway Enterprises**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Task Order No. **WOA356-AE-06.03**

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	Mileage	MI	\$0.655		\$0.00	2,500	\$1,637.50	200	\$131.00		\$0.00		\$0.00
2					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$1,637.50	Subtotal =			\$131.00
						Subtotal =			\$0.00	Subtotal =			\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2,700	\$1,768.50
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
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				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
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Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Total Hours =
Total Costs =

279
\$53,357.09

Consultant/Subconsultant: GUIDA Engineering

Work Order Title: Orange Line Improvement Project Design Phase 2

MTS Doc. No.: PWL356.0-22
Work Order No.: x
Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Surveyor - 3	Surveyor-2	Surveyor-1	Field Technician - Senior	Surveyor - Senior	Technical Expert	Technician - Senior	Technician - 3	Tecnician - 1	CADD - Senior	CADD - 3	Admin - Senior	Task Manager	Total Hours	Totals
				\$214.77	\$204.77	\$191.93	\$152.00	\$233.48	\$269.11	\$237.15	\$198.25	\$163.04	\$155.63	\$129.69	\$133.40	\$365.92		
4	Task 4	Survey																
	4.1 Crossover 1A		\$125.00		18	18		1	1	1	2	4	6	4			55	\$10,506.54
	4.2 Crossover 1B		\$125.00		18	18		1	1	1	2	4	6	4			57	\$11,005.96
	4.3 Track Replacement (West of E20, E20 Diamond, & Green Line Segment)		\$250.00	8	32	32	8	1	1	2	2	8	8	8	1	1	112	\$21,338.15
	4.4 Crossover 2		\$125.00		18	18		1	1	1	2	4	6	4			55	\$10,506.54
																	0	\$0.00
		Subtotals (Hours) =	N/A	8	86	86	8	4	4	5	8	20	26	20	2	2	279	\$53,357.09
		Subtotals (Costs) =	\$625.00	\$1,718.16	\$17,610.22	\$16,505.98	\$1,216.00	\$933.92	\$1,076.44	\$1,185.75	\$1,586.00	\$3,260.80	\$4,046.38	\$2,593.80	\$266.80	\$731.84	279	\$53,357.09
		Totals (Summary) =															279	\$53,357.09
		Total (Hours) =	N/A	8	86	86	8	4	4	5	8	20	26	20	2	2	279	
		Total (Costs) =	\$625.00	\$1,718.16	\$17,610.22	\$16,505.98	\$1,216.00	\$933.92	\$1,076.44	\$1,185.75	\$1,586.00	\$3,260.80	\$4,046.38	\$2,593.80	\$266.80	\$731.84		\$53,357.09
		Percentage of Total (Hours) =	N/A														100%	
		Percentage of Total (Costs) =		1%	3%	33%	31%	2%	2%	2%	3%	7%	9%	7%	1%	1%		100%

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Consultant/ Subconsultant: **Guida Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Task Order No. **WOA356-AE-06.03**

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	Mileage	MI	\$0.655						\$0.00	954	\$625.00		\$0.00
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
										Subtotal =			\$625.00
										Subtotal =			\$0.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Mileage		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	954	\$625.00
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
												Totals =	
												\$625.00	

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Total Hours =

592

Total Costs =

\$158,780.36

Consultant/Subconsultant: BURNS Engineering

MTS Doc. No.: PWL356.0-22

Work Order No.: WOA356-AE-06.03

Work Order Title: Orange Line Improvement Project Design Phase 2

Attachment: B

Item	TASKS/WBS	TASKS/WBS Description	ODCs (See Attachment)	Engineer - Principal	Engineer - Senior	Classification	Classification	Classification	Classification	Total Hours	Totals
				\$289.08	\$244.58						
1	Task 1	Task Order Management									
	1.1 Project reporting (monthly, not to exceed 12 months, 1 hour each)			12						12	\$3,468.96
	1.3 Project Development Team meetings with MTS (12 meetings, 1 hour each)			12	12					24	\$6,403.92
	1.4 Interdisciplinary Team meetings (internal) (12 meetings, 1 hour each)			12	12					24	\$6,403.92
	1.5 Bluebeam Interdisciplinary Review Sessions (3 sessions (30%, 100%, Final, 2 hours each))			6	6					12	\$3,201.96
										0	\$0.00
		Subtotals (Hours) =	N/A	42	30	0	0	0	0	72	\$19,478.76
		Subtotals (Costs) =	\$0.00	\$12,141.36	\$7,337.40	\$0.00	\$0.00	\$0.00	\$0.00	72	\$19,478.76
5	Task 5	OCS Development									
	5.1 Crossover 1A (30% design)		\$5,000.00	35	65					100	\$31,015.50
	5.2 Crossover 1B (30% design)			35	65					100	\$28,015.50
	5.3 Selected Crossover 1 (100% and Final design of selected 1A or 1B)			30	80					110	\$28,238.80
	5.4 Crossover 2 (30%, 100% and Final design)			60	150					210	\$54,031.80
										0	\$0.00
		Subtotals (Hours) =	N/A	160	360	0	0	0	0	520	\$139,301.60
		Subtotals (Costs) =	\$5,000.00	\$46,252.80	\$88,048.80	\$0.00	\$0.00	\$0.00	\$0.00	520	\$139,301.60
										592	\$158,780.36
		Totals (Summary) =								592	\$158,780.36
		Total (Hours) =	N/A	202	390	0	0	0	0	592	
		Total (Costs) =	\$5,000.00	\$58,394.16	\$95,386.20	\$0.00	\$0.00	\$0.00	\$0.00		\$158,780.36
		Percentage of Total (Hours) =	N/A	34%	66%	0%	0%	0%	0%	100%	
		Percentage of Total (Costs) =	3%	37%	60%	0%	0%	0%	0%		100%

Work Order Estimate Summary

Att.C, AI 10, 10/19/23

Consultant/ Subconsultant: **Burns Engineering**

Contract No: **PWL356.0-22**

Work Order Title: **Orange Line Improvement Project Design Phase 2**

Task Order No. **WOA356-AE-06.03**

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	Trips	1	\$5,000.00						\$0.00		\$0.00	1	\$5,000.00
2									\$0.00		\$0.00		\$0.00
3									\$0.00		\$0.00		\$0.00
4									\$0.00		\$0.00		\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal =					\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$0.00
						Subtotal =			\$0.00	Subtotal =			\$5,000.00

TASKS/WBS (6-10)

ODC Item	Description	Task 6		Task 7		Task 8						Totals	
		Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Trips		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$5,000.00
2	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
3	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
4	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
5	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
6	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
7	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
8	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
9	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
10	0		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Subtotal =	
				Subtotal =			\$0.00	Subtotal =			\$0.00	Totals =	
				Subtotal =			\$0.00	Subtotal =			\$0.00		
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				Subtotal =			\$0.00	Subtotal =			\$0.00		
				Subtotal =			\$0						



**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 8

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

October 19, 2023

SUBJECT:

**South Bay Zero Emission Bus (ZEB) Overhead (OH) Charging Infrastructure Construction –
Change Order**

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING





**Metropolitan
Transit
System**

DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 12

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

October 19, 2023

SUBJECT:

Actuarial Services for San Diego Transit Corporation (SDTC) Pension Plan – 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. G2734.0-23 (in substantially the same format as Attachment A), with Cheiron, Inc. (Cheiron), for Actuarial Services for the SDTC Pension Plan for a five (5) year base period in the amount of \$313,700.00 plus five (5) 1-year options in the amount of \$356,900.00 for a total contract amount of \$670,600.00; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost of this contract is estimated to be \$670,600.00. Funding would be covered through the SDTC Pension Plan.

DISCUSSION:

MTS sponsors the following SDTC pension plans (known collectively as 'The Plan'):

- A. A defined benefit plan covering the Amalgamated Transit Union (ATU) 1309 Union. This plan includes all SDTC bus operators and clerical workers hired prior to 11/1/2012.
- B. A defined benefit plan covering the International Brotherhood of Electrical Workers (IBEW) Local 465 Union. This plan covers all SDTC maintenance employees hired prior to 5/1/2011.
- C. A defined benefit plan covering all non-contract SDTC management employees.



As of the June 30, 2022 evaluation, there are 331 active employees, 184 terminated vested participants and 1,058 participants receiving a benefit under the Plan.

MTS requires actuarial consulting services to assist in the oversight and administration of the Plan. The services include:

- annual actuarial reports regarding the Plan's actuarial assets and liabilities;
- annual accounting and financial disclosure information and reports;
- actuarial experience studies every five years to review past Plan experience relative to actuarial assumptions and to recommend revised assumptions for determining Plan liabilities and costs; and
- other miscellaneous actuarial services as needed.

On May 17, 2023, MTS issued a Request for Proposals (RFP) for Actuarial Services for SDTC Pension Plan on PlanetBids, seeking a consulting contract for up to ten (10) years (5-year base with five 1-year options exercisable at MTS's discretion). MTS received a total of four (4) proposals on the due date of June 26, 2023 from the following:

Proposer	Firm Certification
Cheiron, Inc.	N/A
Lauterbach & Amen, LLP	N/A
Rudd and Wisdom, Inc.	N/A
Nyhart	N/A

All proposals were deemed responsive and responsible and were evaluated by a committee comprised of representatives from the MTS Finance department, IBEW Local 465 Union and ATU Local 1309 Union. The proposals were evaluated on the following:

1. Qualifications of the Firm or Individual	10%
2. Staffing, Organization, and Management Plan	30%
3. Work Plan	30%
4. Cost and Price	<u>30%</u>
	100%

The following table illustrates the initial scores and rankings:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Cheiron	60.00	\$705,900.00	21.17	81.17	1
Lauterbach & Amen	44.33	\$498,150.00	30.00	74.33	2
Nyhart	44.67	\$661,903.79	22.58	67.25	3
Rudd & Wisdom	41.67	\$708,580.00	21.09	62.76	4

As a result of the initial review, Cheiron, Lauterbach & Amen, and Nyhart were determined to be within the competitive range. MTS invited these firms to participate in the interview process which were held on August 25, 2023. Subsequent to the interviews, the evaluation committee rescored the proposals as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Cheiron	66.00	\$705,900.00	21.17	87.17	1
Lauterbach & Amen	39.33	\$498,150.00	30.00	69.33	2
Nyhart	42.67	\$661,903.79	22.58	65.25	3

Based on the updated scores and information gained during the interviews, Cheiron remained the highest-ranked proposer. MTS requested a revised proposal from Cheiron and MTS was able to reduce Cheiron's cost proposal by \$35,300.00 (5%). The final score is as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Cheiron	66.00	\$670,600.00	30.00	96.00	1

Based on the objectives of this procurement, consideration of the evaluation criteria, Cheiron's technical and cost proposal, and independent cost estimate, the evaluation committee determined Cheiron presented the best overall value to MTS.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to:

- 1) Execute MTS Doc. No. G2734.0-23 (in substantially the same format as Attachment A), with Cheiron, for Actuarial Services for the SDTC Pension Plan for a five (5) base year period in the amount of \$313,700.00, plus five (5) 1-year options in the amount of \$356,900.00 for a total contract amount of \$670,600.00; and
- 2) Exercise the option years at the CEO's discretion.

/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. G2734.0-23
B. Cost Proposal

STANDARD AGREEMENT**FOR****MTS DOC. NO. G2734.0-23****ACTUARIAL SERVICES FOR SDTC PENSION PLAN**

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: Cheiron, Inc. Address: 8300 Greensboro Drive, Suite 800
McLean VA 22102
 Form of Business: Corporation City State Zip
 (Corporation, Partnership, Sole Proprietor, etc.) Email: gkalwarski@cheiron.us
 Telephone: 877-243-4766 ext. 1013
 Authorized person to sign contracts Gene Kalwarski Chief Executive Officer
 Name Title

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

The contract term is for five (5) base years and five (5) 1-year options, exercisable at MTS's sole discretion, for a total of ten (10) years. Base period shall be effective January 1, 2024 through December 31, 2028 and option years shall be effective January 1, 2029 through December 31, 2033, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$313,700.00 for the base years and \$356,900.00 for the option years, for a contract total not to exceed \$670,600.00 without the express written consent of MTS.

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

5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. GENERAL

San Diego Transit Corporation (SDTC) is a California not-for-profit public benefit corporation (whose sole member is the San Diego Metropolitan Transit System "MTS"). As of the June 30, 2022 evaluation, there are 331 active employees, 184 terminated vested participants and 1,058 retirees.

SDTC sponsors the following pension plans (known collectively as 'The Plan'):

- A. A defined benefit plan covering the Amalgamated Transit Union (ATU) 1309 Union. This plan includes all SDTC bus operators and clerical workers hired prior to 11/1/2012.
- B. A defined benefit plan covering the International Brotherhood of Electrical Workers (IBEW) Local 465. This plan covers all SDTC maintenance employees hired prior to 5/1/2011.
- C. A defined benefit plan covering all non-contract SDTC management employees.

The Plan's assets are currently invested in 10 different funds.

5.2. STATEMENT OF SERVICES TO BE PROVIDED

MTS is looking for credentialed actuaries to provide actuarial consulting services on behalf of the Retirement Plans for employees of SDTC. Service will include the following:

A. Actuarial Valuations

Actuaries will prepare annual actuarial reports regarding the Plan's actuarial assets and actuarial liabilities in accordance with generally recognized and accepted actuarial principles as determined by the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board as well as applicable law and regulations. The reports will include benefit information, liabilities, and Plan funding information. The valuation process will include a review of the actuarial assumptions as well as the Plan's overall condition.

These actuarial reports should have a valuation date as of the end of the MTS fiscal year (June 30th) and should be completed no later than the following November 30th.

The results of these Actuarial Valuations will require attendance and a presentation at a minimum of one (1) MTS Executive Committee and one (1) MTS Board meeting per year.

B. Governmental Accounting Standards Board Statements 67 and 68 (GASB 67 and GASB 68) Report

Actuaries will prepare provide annual accounting and financial disclosure information as required under the GASB 67 and GASB 68 for the Plans. The reporting and measurement date should be as of the end of the MTS fiscal year (June 30th) and should be completed no later than the following November 30th.

C. Actuarial Experience Studies

Actuaries will prepare periodic actuarial experience studies every five (5) years (currently scheduled for 2025 and 2030) to review past Plan experience relative to actuarial assumptions and to recommend revised assumptions for determining Plan liabilities and costs in the annual actuarial reports. These Experience Studies will be performed in accordance with the standards of the actuarial profession. The results of these experience studies will require attendance and a presentation at a minimum of one (1) MTS Executive Committee and one (1) MTS Board meeting per completed study.

D. Miscellaneous Actuarial Services

Actuaries will provide Miscellaneous Actuarial Services as requested by the Fund or its designee. These services will include but not limited to:

- i. Assistance and consulting with respect to proposed Plan amendments, including actuarial studies and cost estimates.
- ii. Perform calculations associated with Domestic Relations Orders filed with the Fund on behalf of members undergoing divorce.
- iii. Recommendations regarding the continued improvement of actuarial reporting and the downloading of member data for the yearly valuations.
- iv. Preparation of filings as required by California law, including Conflict of Interest filings and filings for the Local Government Reporting System.
- v. Inform the Plan of legislative and regulatory changes that may be applicable.
- vi. Determination of the fiscal impact of proposed plan changes and amendments.
- vii. Provide assistance and attend meetings as required or requested by the Plan sponsor.
- viii. Provide comments, data and assistance, where necessary, in the preparation of the Plan's financial statements.

5.3. PERIOD OF PERFORMANCE:

This contract is for up to ten (10) years, (5-year base with five 1-year options, exercisable at MTS' sole discretion, in option year blocks to be determined by MTS), beginning January 1, 2024 and ending December 31, 2033. Proposers are required to price the proposal for all ten (10) years. The tentative schedule is shown below:

<u>Tentative Base Period</u>	<u>Tentative Option Years</u>
Year 1: January 2024 – December 2024	Year 6: January 2029 – December 2029
Year 2: January 2025 – December 2025	Year 7: January 2030 – December 2030
Year 3: January 2026 – December 2026	Year 8: January 2031 – December 2031
Year 4: January 2027 – December 2027	Year 9: January 2032 – December 2032
Year 5: January 2028 – December 2028	Year 10: January 2033 – December 2033

5.4. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

ATTACHMENT 1 - COST PROPOSAL FORMS
 ACTUARIAL SERVICES FOR THE SAN DIEGO TRANSIT CORPORATION PENSION PLAN
 MTS DOC. NO. G2734.0-23

Att.B, AI 12, 10/19/23

Table 1 - Cost Proposal

BASE YEARS	Year	Actuarial Valuations Costs (GASB 67/68 Reports)	Actuarial Experience Studies Costs	*Miscellaneous Actuarial Services Costs	**Travel Costs (Estimated based on 3 trips per year)	Total
	2024	\$ 42,500		\$ 11,700	\$ 0	\$ 54,200
	2025	\$ 43,500	\$ 30,000	\$ 12,000	\$ 0	\$ 85,500
	2026	\$ 44,400		\$ 12,300	\$ 0	\$ 56,700
	2027	\$ 45,400		\$ 12,600	\$ 0	\$ 58,000
	2028	\$ 46,500		\$ 12,800	\$ 0	\$ 59,300
	Total Base Years					\$ 313,700
OPTION YEARS	Year	Actuarial Valuations Costs (GASB 67/68 Reports)	Actuarial Experience Studies Costs	*Miscellaneous Actuarial Services Costs	**Travel Costs (Estimated based on 3 trips per year)	Total
	2029	\$ 47,800		\$ 13,100	\$ 0	\$ 60,900
	2030	\$ 49,300	\$ 34,000	\$ 13,400	\$ 0	\$ 96,700
	2031	\$ 50,800		\$ 13,800	\$ 0	\$ 64,600
	2032	\$ 52,300		\$ 14,100	\$ 0	\$ 66,400
	2033	\$ 53,900		\$ 14,400	\$ 0	\$ 68,300
	Total Option Years					\$ 356,900
	GRAND TOTAL (YEARS 2024 THROUGH 2033)					\$ 670,600

*Costs shall be based on an estimated 50 hours per year. The estimated hours are provided as an approximate guideline for proposal purposes only and are not a guaranteed quantity. Actual hours may be more or less than estimated and are dictated by the MTS Board of Directors or MTS Management actual requirements.

All travel expenses must be pre-approved by MTS. Consultant will be reimbursed for actual travel expenses incurred pursuant to **Attachment 2 - MTS Travel Expense Policy. Costs incurred beyond those amounts shall not be reimbursed.

ATTACHMENT 1 - COST PROPOSAL FORMS
 ACTUARIAL SERVICES FOR THE SAN DIEGO TRANSIT CORPORATION PENSION PLAN
 MTS DOC. NO. G2734.0-23

Att.B, AI 12, 10/19/23

(See also Section B.2 - Cost Proposal Forms Information)

Table 2 - Miscellaneous Actuarial Services Costs Detail

Category/Consultant	2024 Hourly Rate (\$)	2024 Projected Hours (#)	2024 Projected Annual Expenses (\$)
Principal Consulting Actuaries	\$ 483	3.0	\$ 1,449
Consulting Actuaries	\$ 389	5.0	\$ 1,943
Associate Actuaries	\$ 253	7.0	\$ 1,771
Senior Actuarial Analysts	\$ 209	10.0	\$ 2,090
Actuarial Analysts	\$ 196	20.0	\$ 3,920
Administrative Staff	\$ 114	5.0	\$ 570
Total		50.0	\$ 11,743

Table 3 - Hourly Rates (Base Term)

Category/Consultant	2024	2025	2026	2027	2028
Principal Consulting Actuaries	\$ 483	\$ 493	\$ 505	\$ 517	\$ 529
Consulting Actuaries	\$ 389	\$ 396	\$ 405	\$ 415	\$ 425
Associate Actuaries	\$ 253	\$ 258	\$ 264	\$ 270	\$ 276
Senior Actuarial Analysts	\$ 209	\$ 213	\$ 218	\$ 223	\$ 228
Actuarial Analysts	\$ 196	\$ 200	\$ 205	\$ 210	\$ 215
Administrative Staff	\$ 114	\$ 116	\$ 119	\$ 122	\$ 125

Table 4 - Hourly Rates (Option Years)

Category/Consultant	2029	2030	2031	2032	2033
Principal Consulting Actuaries	\$ 541	\$ 554	\$ 567	\$ 580	\$ 594
Consulting Actuaries	\$ 435	\$ 445	\$ 455	\$ 466	\$ 477
Associate Actuaries	\$ 282	\$ 289	\$ 296	\$ 303	\$ 310
Senior Actuarial Analysts	\$ 233	\$ 238	\$ 244	\$ 250	\$ 256
Actuarial Analysts	\$ 220	\$ 225	\$ 230	\$ 235	\$ 241
Administrative Staff	\$ 128	\$ 131	\$ 134	\$ 137	\$ 140

Tables 3 and 4 show quoted hourly rates for the base years and option years.
 Return this form with your Proposal. Retain other pages for your records.



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 13

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

October 19, 2023

SUBJECT:

Fuel Card Services for Non-Revenue Vehicles, Machinery and Equipment – 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. G2752.0-23 (in substantially the same format as Attachment A), with Cardlock Fuel System, LLC, dba SC Fuels, for the purchase of Fuel Card Services and Pass-Through Fuel Costs for Non-Revenue Vehicles, Machinery and Equipment, for five (5) base years and two (2) option years, for a total of seven (7) years, in an estimated amount of \$2,335,408.26; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The fixed costs related to this contract is \$165, which is the 7-year cost for the fuel card services. Fuel purchased with the fuel card will be based on the actual cost per gallon at the pump at individual stations on the day of fueling. Based on estimated annual usage and AAA's average reported fuel prices from 2022, the estimated annual pass-through fuel costs are \$333,606.18. Therefore, the total cost of this contract is estimated to be \$2,335,408.26 (\$2,335,243.26 for 7-years of fuel costs plus applicable taxes + \$165 for SC Fuel card fees). Fuel costs may be higher or lower depending on actual usage and actual pump prices.

Fuel and card fee costs are funded by the San Diego Trolley, Inc (SDTI) Operating Budget 380016-541100/541200 and San Diego Transit Corporation (SDTC) Operating Budget 311014-541100/541200.

DISCUSSION:

SDTI and SDTC own, lease and maintain a variety of non-revenue vehicles, machinery and auxiliary equipment that require fueling with unleaded gasoline and diesel for operation. They



include light trucks, medium-duty trucks, heavy-duty trucks, cars, pressure washer trailers, machinery and other equipment.

Currently, MTS fuels some of these vehicles using an underground storage tank (UST) at the Imperial Avenue Division (IAD) location. This tank will be removed in or about November 2023 under MTS Doc. No. PWB376.0-23 to make room for battery electric bus (BEB) infrastructure. SDTI currently has an unleaded gasoline fuel pump at its yard used to fuel Security Department vehicles and SDTI vehicles. Emergency services for unleaded gasoline is required when this fuel pump is out of service, estimated to be 10 days each year.

With the impending UST removal, MTS staff determined it would be more economical and efficient to shift to a fuel card program that allows staff to purchase unleaded and diesel fuel for the vehicles and equipment at multiple filling stations within San Diego County. This eliminates the need for MTS to install and maintain new and replacement fuel infrastructure for our non-revenue vehicle fleet at MTS bus and trolley yards. Under a fuel card program, a contractor provides fuel cards and an online web portal with robust reporting capabilities to assist MTS in tracking fuel use throughout the fleet, and accurate billing details for ease of payment and reconciliation.

On May 4, 2023, MTS issued a Request for Proposals (RFP) for a fuel card program. A total of four proposals were received by the due date of May 25, 2023 from:

Firm Name	Firm Address	Firm Certification
Apex Petroleum	Largo, MD 20774	N/A
Pinnacle Petroleum	Huntington Beach, CA 92647	Woman Owned Business Enterprise (WBE)
SC Fuels	Orange, CA 92863	N/A
U.S. Bank Voyager	Minneapolis, MN 55402	N/A

Three of the four proposals were deemed responsive and responsible. U.S. Bank Voyager was deemed non-responsive and was not evaluated further.

On June 15, 2023 a selection committee consisting of representatives from MTS Finance, SDTC and SDTI met and scored the proposals based on the following criteria:

1. Qualifications of the Firm or Individual	15%
2. Staffing, Organization, and Management Plan	15%
3. Work Plan	40%
4. Cost	<u>30%</u>
Total 100%	

The following table represents the proposers' costs, scores and rankings following the initial evaluations:

Proposer	Cost for Card Fees only	Cost Score	Technical Score	Total	Ranking
Pinnacle	\$3,217.13	14.16	57.00	71.16	1
SC Fuels	\$1,518.00	30.00	41.00	71.00	2
Apex	\$7,283.65	6.25	34.33	40.59	3

Per the RFP, short-listed proposers would be invited to MTS for interviews and presentations of the proposed card program. Based on the above scores, the evaluation team shortlisted Pinnacle and SC Fuels and invited them for presentations on July 28, 2023.

After the interviews, MTS requested revised proposals. The evaluation team evaluated and rescored based on the interviews, presentations and revised proposal. The table below shows the revised scores and new ranking:

Proposer	Cost for Card Fees only	Cost Score	Technical Score	Total	Ranking
SC Fuels	\$165.00	30.00	48.67	78.67	1
Pinnacle	\$26,998.68	0.18	57.00	57.18	2

SC Fuels total \$165 costs are broken down as shown below:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (Option Year 1)	Year 7 (Option Year 2)
Set-up fee \$25						
Annual fee \$20	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

Under this program, MTS staff will fuel the vehicles and equipment at various fueling stations using the fuel card. At the end of each month, SC Fuels will invoice for the prior month's fuel.

For the seven-year period, staff is estimating that the cost of fuel will be \$2,335,243.26 (\$333,606.18 x 7 years), using AAA 2022 average gas prices for the San Diego region:

MTS Division	Est. annual usage	Est. cost/gallon	Est. annual sub-total
SDTI estimated diesel	10,840	\$6.85	\$74,275.68
SDTI estimated unleaded gasoline	4,200	\$6.44	\$27,027.00
SDTC estimated unleaded gasoline	36,100	\$6.44	\$232,303.50
Est. annual total			\$333,606.18

Fuel costs may be higher or lower than the above estimates depending on actual usage and actual pump prices. Consequently, today's proposed action would authorize MTS to execute the fuel card services agreement and pay the pass-through costs for the fuel actually consumed by MTS vehicles at the participating gas stations in San Diego County.

Therefore, staff recommends that the MTS Board of Directors to authorize the CEO to:

- 1) Execute MTS Doc. No. G2752.0-23 (in substantially the same format as Attachment A), with Cardlock Fuel System, LLC dba SC Fuels, for the purchase of Fuel Card Services and Pass-Through Fuel Costs for Non-Revenue Vehicles, Machinery and Equipment, for five (5) base years and two (2) option years, for a total of 7 years, in an estimated amount of \$2,335,408.26; and
- 2) Exercise the option years at the CEO's discretion.

/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. G2752.0-23
B. Scope of Work

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2752.0-23
FUEL CARD SERVICES**

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: <u>Cardlock Fuel System, LLC dba SC Fuels</u>	Address: <u>1800 West Katella Avenue, Suite 400</u>
	<u>Orange</u> <u>CA</u> <u>92863</u>
	City State Zip
Form of Business: <u>Corporation</u> (Corporation, Partnership, Sole Proprietor, etc.)	Email: <u>AlvaradoA@scfuels.com</u>
Telephone: <u>714-516-7140</u>	
Authorized person to sign contracts <u>Amanda Alvarado</u>	<u>Account Representative</u>
Name	Title

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

The contract term is five (5) base years and two (2) option years, for a total of 7 years.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$1,668,155.90 for the base years, and \$667,252.36 for the option years, for a total of \$2,335,408.26 without the express written consent of MTS.

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

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. OVERVIEW

MTS operates San Diego Trolley, Inc. (SDTI) for Light Rail Vehicles (LRV) operations and San Diego Transit Corporation (SDTC) for Bus operations. Contractor has submitted a proposal for a fuel card program that allows MTS to purchase quality unleaded and diesel fuel for its non-revenue vehicles at multiple filling stations within San Diego County.

MTS owns, leases and maintains a variety of non-revenue vehicles and auxiliary equipment that require fueling with unleaded gasoline and diesel for operation. They include but not limited to light trucks, medium-duty trucks and heavy-duty trucks, cars, trailer hotsys and other machinery and equipment. Currently, MTS fuels these using an underground storage tank (UST) at the Imperial Avenue Division which will be removed approximately June 2023.

The contract term is for up to 5 base years and 2 option years, exercisable at MTS's sole discretion, for a total of 7 years.

It is MTS's expectation that once the agreement is executed the successful proposer will provide all initial cards in no more than two (2) days after the issuance of the Notice to Proceed for continuity of fueling services. All cards must be received by this date. Any delay will prevent MTS staff from making necessary fuel purchases for the performance of their duties.

The MTS bus fleet is not included in this solicitation as another contract covers those fueling needs.

Contractor will provide a dependable fuel card program that can be used at multiple fueling locations within San Diego County. Dependability is a primary factor due to the emergency demands placed on this fleet. The increasing demand on MTS services, vehicle and equipment use combined with the budget mandate a fuel card program that can be used at multiple stations within San Diego County.

The fuel card program shall have robust reporting capabilities that are accessible online to assist MTS in tracking fuel use throughout the fleet, and accurate billing details for ease of payment and reconciliation.

Services performed shall, at a minimum, meet the requirements outlined in the scope of work and conform to industry standards. MTS will inform the selected Contractor in writing should vehicles or equipment need to be removed or added to the contract. Should additional related services be required, MTS reserves the right to subsequently request the Contractor to submit a written proposal and upon approval, an amendment to the agreement will be issued under the contracted terms.

1.2. COSTS & TAXES

MTS has provided annual gallon estimates based on its historical usage. MTS understands that the cost of fuel will fluctuate throughout the years. For each billing, the selected contractor will invoice based on the actual usage.

MTS will also pay any taxes and fees based on actual usage. Contractor shall not charge any markup fees or card swipe fees.

The primary users of the fuel service will be public transportation support vehicles. Because MTS is a public transportation operator, it is exempt from federal taxes in relation to the use of the fuel for public transportation purposes. Therefore, the fuel card program must automatically remove federal taxes and any applicable sales tax in which MTS is exempt.

1.3. MTS RESPONSIBILITIES

MTS will provide the following:

- A. List of all vehicle identification numbers requiring fuel cards.
- B. List of all authorized employees requiring fuel cards.
- C. Payment of properly documented invoices within 30 days of receipt.

1.4. CONTRACTOR RESPONSIBILITIES

Contractor shall provide the following:

- A. A fuel card program that is accepted at multiple fueling locations within San Diego County.
- B. Individual fuel cards which may be assigned to MTS's vehicle/individual piece of equipment or staff, as MTS deems fit. Fuel cards should include a brief description of the vehicle, name, user group (department). Contractor will issue and maintain Personal Identification Numbers (PIN) numbers.
- C. Provide secure and fast delivery of fuel cards once issued/ordered. Same day production with next-day delivery may be required. MTS will want to be able to track shipments, whether standard or overnight. A tracking number should be provided with each request.
- D. Provide adequate controls of usage for MTS business only. Two-factor authentication is preferred.
- E. Appoint a key representative (Contractor's Project Manager) who will respond to MTS inquiries regarding all contract activities including card administration, invoices and the portal matters. The representative or designee must be available during the hours of 8 am and 5 pm PST. The person designated as the key representative shall not be removed or replaced without the prior written concurrence of MTS.
- F. Provide a toll-free customer service number which must be available for calls twenty-four (24) hours per day, seven (7) days per week, weekends and holidays included.
- G. Maintain the necessary federal procedures to ensure MTS's exemptions from federal tax and any applicable sales tax in which MTS is exempt.
- H. Invoice MTS monthly for fuel used the previous month.

1.5. CARD ADMINISTRATION

- A. The front and back of the fuel cards shall conform to the industry standards guidelines. The cards shall be the same size and strength as a normal credit card and resistant to modification or tampering.
- B. The card will have no dollar and no gallon limit on the fuel load.
- C. The card information on the face side shall contain language similar to the following:
 - i. Account number of the card.
 - ii. Vehicle ID number and license plate number. Note: ID & license plate numbers will be provided to the successful Contractor by the MTS Project Manager.
 - iii. Card is validity dates.
 - iv. The title "MTS".
 - v. MTS will request the language "NO Premium Fuel" on all cards.

- vi. The reverse side shall contain language similar to “For the purchase of gasoline and diesel fuel only”.

1.6. CLOUD HOSTED PORTAL

Contractor shall have a cloud hosted portal with the following functionalities, and at no additional costs to MTS:

- A. The ability to query information organized by employee PIN, vehicle ID and card number showing monthly cost summaries and detailed fueling transactions to include card number, gallons purchased, type of fuel, location of the fueling, cost for fuel and date. The cards should not allow for non-fuel purchases. If there are any non-fuel transactions made on the card, the report should show this.
- B. The ability to perform card and driver maintenance such as add, cancel card immediately, activate/deactivate driver ID/PINs and card information. MTS will not be liable for charges incurred after notice to the Contractor to cancel a card. As part of its procedures, MTS will recover cards whenever possible from employees upon retirement, termination, or reassignment of a vehicle.
- C. The ability to monitor unauthorized purchases at either the account or individual level. Ability for MTS to track and receive email notifications monitoring compliance to fleet policy with alerts of unauthorized activities such as purchasing premium fuel, non-fuel items etc.
- D. Capacity to provide access to historical fuel transaction data for the duration of the contract.
- E. Maintain and operate a backup and disaster recovery plan. Must provide at a minimum 24-hour recovery for MTS data.

1.7. ON-LINE REPORTING

- A. The Contractor’s cloud hosted portal shall be capable of generating standard reports and the ability to import and export data in a variety of formats.
- B. Ability to create ad-hoc reports such as:
 - i. Vehicle/driver
 - ii. Date/time
 - iii. Location
 - iv. Cost per transaction/number of transactions per day
 - v. Fuel type/grade
 - vi. Price per gallon
 - vii. Gallons per month/per transaction
- C. Contractor shall limit information system access to authorized users or devices and to the types of transactions and functions that authorized users are permitted to exercise. Access must be immediately removed when MTS notifies Contractor of a staff change.
- D. To help protect information from unauthorized access or disclosure, users must be identified and authenticated prior to accessing information, initiating transactions, or activating services. Automatic information (e.g. a password or PIN) must never be disclosed to another user or shared among users. The authentication process is limited to three unsuccessful attempts and must be reinstated by the authorized personnel (preferably the System Security Administrator).
- E. If available, Contractor may offer a mobile app to ensure the application is accessible via a mobile device. Provide available technology options for smart devices to allow MTS drivers access to searching for gas stations in their current location and associated real time per gallon cost.

1.8. TRAINING

The Contractor shall provide training for the administrators and the card users. Ideally, this training should be provided initially at contract inception, on-going/as-needed, and any re-training as necessary whether in-person/onsite, web-based, phone conference or a combination of these methods.

1.9. TRANSITION TO A NEW CONTRACTOR

At the end of the contracted term, the Contractor must work with MTS and/or new Contractor (as applicable) during implementation.

- A. The Contractor shall provide requested electronic files to help maintain the continuity and consistency of the services required by the contract.
- B. It is crucial to have a seamless transition. Therefore, once a new contract has been awarded to a new Contractor, the current Contractor must have a written transition plan and timeline, present MTS within 5 days after request for approval to ensure an uninterrupted transition of services on the new "go live" date.
- C. The transition plan shall include all necessary tasks/steps, and who is responsible (Contractor or MTS) for the completion of the tasks.
- D. It will assign timelines to necessary tasks/steps necessary for a timely completion of the transition. A total estimate timeline for transition in must be provided.

1.10. BILLING REPORTS

With each monthly invoice, the Contractor shall provide a Fuel Service Report which summarizes the fueling that occurred in the previous month. Each said report shall include, but not be limited to, the following information:

- A. Date/time of transaction.
- B. Location of fueling.
- C. Identity of vehicle.
- D. Identity of card user.
- E. Type of fuel.
- F. Quantity of fuel (gallons pumped).
- G. Price per gallon.
- H. All applicable taxes and/or fees must be itemized.
- I. Total sale.

1.11. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

1.12. [NOT APPLICABLE] BUY AMERICA

1.1.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

1.1.2. [NOT APPLICABLE] MANUFACTURED PRODUCT

1.1.3. [NOT APPLICABLE] ROLLING STOCK

1.1.4. [NOT APPLICABLE] IRON OR STEEL

1.13. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

1.14. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)

1.15. [NOT APPLICABLE] NO RIGHT TO POST SIGNS



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Drug and Alcohol Testing and Administration Services – 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. G2757.0-23 (in substantially the same format as Attachment A), with Drug Testing Network Inc. (Drug Testing Network), for Drug and Alcohol Collection, Testing, and Administration Services for a five (5) year base period with five (5) 1-year options for a total cost of \$1,036,516.00; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost for this contract is estimated to be \$1,036,516.00. This project is funded by the Human Resources Operating Budget 711010-571160.

DISCUSSION:

MTS and its operating divisions maintain a work force of approximately 1,650 safety-sensitive, and non-safety-sensitive employees. To promote a safe and efficient workplace and comply with applicable laws and US Department of Transportation (DOT) regulations, MTS has a policy that prohibits the use of drugs and alcohol in the workplace and requires that employees be tested for drugs and alcohol pursuant to [\(MTS Policy 35 – Drug and Alcohol Policy\)](#).

MTS seeks the services of a Third-Party Administrator (TPA) to assist in the collection and processing of drug tests, advise on compliance issues, and assist in the overall administration of MTS's Drug and Alcohol Program. The contractor provides equipment, supplies and staff, and when necessary, the facility required to perform the services identified in contract.



On July 10, 2023, MTS issued a Request for Proposals (RFP) for Drug and Alcohol Collection, Testing, and Administration Services on PlanetBids. MTS received a total of four (4) proposals on the due date of August 18, 2023 from the following:

Proposer	Firm Certification
Drug Testing Network Inc.	N/A
DSI Medical Services Inc.	N/A
Norton Medical Industries	Woman Owned Business Enterprise (WBE), Small Business (SB)
Phamatech, Inc.	N/A

All proposals were deemed responsive and responsible and were evaluated by a committee comprised of representatives from the MTS Human Resources and Finance departments. The proposals were evaluated on the following:

1.	Qualifications of the Firm or Individual	35%
2.	Staffing, Organization, and Management Plan	15%
3.	Work Plan	25%
4.	Cost and Price	<u>25%</u>
		100%

The following table illustrates the initial scores and rankings:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION) **	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Drug Testing Network Inc.	56.83	\$1,036,516.00	25.00	81.83	1
Phamatech, Inc. **	47.50	\$1,257,878.00	20.00	67.50	2
DSI Medical Services Inc. **	42.33	\$488,961.02	11.67	54.00	3
Norton Medical Industries	33.17	\$1,186,120.00	5.00	38.17	4

**Firm only submitted pricing for the base years.

As a result of the initial review, MTS requested additional clarifications from Drug Testing Network, who is the highest-ranked firm, regarding their proposed Medical Review Officer (MRO), lab, and future plans to implement saliva testing once the testing has been approved by the DOT. Based on the additional information received from Drug Testing Network, their technical and cost score remained the same as follows:

PROPOSER	TOTAL AVG TECH SCORE	TOTAL COST (BASE + OPTION)	COST SCORE	TOTAL AVG SCORE TOTAL POSSIBLE: 100	RANKING
Drug Testing Network Inc.	56.83	\$1,036,516.00	25.00	81.83	1

Based on the objectives of this procurement, consideration of the evaluation criteria and Drug Testing Network's technical and cost proposal, the evaluation committee determined Drug Testing Network presented the best overall value.

Therefore, Staff recommends that the MTS Board of Directors authorize the CEO to:

- 1) Execute MTS Doc. No. G2757.0-23 (in substantially the same format as Attachment A), with Drug Testing Network, for Drug and Alcohol Collection, Testing, and Administration Services for a five (5) year base period with five (5) 1-year options for a total cost of \$1,036,516.00; and
- 1) Exercise the option years at the CEO's discretion.

/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. G2757.0-23
B. Cost Proposal

**STANDARD AGREEMENT
FOR
MTS DOC. NO. G2757.0-23**

DRUG AND ALCOHOL COLLECTION, TESTING, AND ADMINISTRATION SERVICES

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: Drug Testing Network Inc. Address: 969 S. Santa Fe. Suite D
Vista CA 92083
City State Zip
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: delacova@drugtestingnetwork.com
 Telephone: 760-940-2015 ext 100

Authorized person to sign contracts	Rene De La Cova	Chief Executive Officer
	_____ Name	_____ Title

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

The contract term is for five (5) base years and five (5) 1- year options, exercisable at MTS's sole discretion, for a total of ten (10) years. Base period shall be effective January 1, 2024 through December 31, 2028 and option years shall be effective January 1, 2029 through December 31, 2033, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$506,010.50 for the base years and \$530,505.50 for the option years, for a contract total not to exceed \$1,036,516.00 without the express written consent of MTS.

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

5. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1 BACKGROUND

MTS and its operating divisions maintain a work force of approximately 1600 safety-sensitive, and non-safety-sensitive employees. To promote a safe and efficient workplace and comply with applicable DOT rules and regulations, MTS has a policy that prohibits the use of drugs and alcohol and requires that employees be tested for drugs and alcohol use. **See Attachment 2 – MTS Drug and Alcohol Policy.**

MTS seeks the services of a Third-Party Administrator (TPA) to assist in the collection and processing of tests, compliance, and overall administration of MTS' Drug and Alcohol Program. Proposer shall provide equipment, supplies and staff, and when necessary, the facility required to perform the services identified in this scope of work. MTS reserves the right to visit Proposer's facilities, including laboratories, to audit records and procedures.

Proposer shall propose on all components and services listed in the scope of work and certify that it is capable of successfully meeting the specifications and requirements. MTS will award one (1) contract from this RFP.

5.2 REGULATIONS

MTS receives federal assistance from Federal Transit Administration (FTA), an operating administrations within the Department of Transportation (DOT).

For all parties who conduct drug and alcohol tests required by the DOT, the regulations are covered under 49 CFR Part 40.

49 CFR Part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Programs

For employers that receive financial assistance from the FTA, and contractors of those employers, 49 CFR Part 655 establishes programs to be implemented that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions.

49 CFR Part 655 - Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Proposers are directed to review the above regulations as well any additional guidance and information on drugs and alcohol regulations from the DOT and FTA websites (See <http://www.dot.gov> and <http://www.fta.dot.gov>). All regulations are subject to change and Proposer is required to be cognizant of all applicable regulation updates.

5.3 PROGRAM MANAGEMENT

- a. While various MTS designated staff will interact with several staff from the Proposer's team, Proposer shall designate a Project Manager to:
- b. Be the key contact with supervisory authority to take the actions necessary to accomplish all of the tasks or requirements of this scope of work.
- c. Ensure that Proposer's staff is fully trained on 49 CFR Part 40 and 49 CFR Part 655, including all revisions and amendments. Training includes, but is not limited to, refresher trainings and documentation showing what trained has been performed.

- d. Ensure that Proposer's staff, including Medical Review Officer (MRO), Substance Abuse Professionals, Breath Alcohol Technicians, and Collectors, meet all required qualifications and that the qualifications are current, in compliance with the requirements of 49 CFR Part 40.
- e. Be the lead in quality control and standards of performance to ensure all requirements of the scope of work are met in a correct and timely fashion by both the Proposer and all subcontractors. Should audit findings result from a failure of the Proposer and/or its subcontractor to comply with applicable regulations or perform the responsibilities outlined, Proposer will be required to take whatever corrective action is necessary at no additional cost to MTS.
- f. Review MTS's Drug and Alcohol Policy, including random testing, to ensure that it meets all requirements of 49 CFR part 40 and 49 CFR part 655, including revisions and amendments, and inform the MTS PM when changes are needed.
- g. Audit the procedures of collection facilities used to ensure compliance with 49 CFR Part 40.
- h. Secure written confirmation from the testing laboratory that it complies with all requirements. The Proposer's Project Manager shall audit the process for handling specimens at the laboratory and submit a report with the results of this audit.
- i. Be readily available to meet with auditors and regulatory representatives on short notice to discuss the status of the Drug and Alcohol Program.
- j. Provide all reporting as requested by MTS.
- k. Other project management duties as assigned.

5.4 ADMINISTRATIVE SERVICES

Proposer shall perform the following Administrative services as per the regulations above:

- a. Database Management:
 - i. Create and maintain a DOT compliant database program to track the disposition of all drug and alcohol tests and pull random selection lists for safety-sensitive employees who are subject to random drug and alcohol testing. The testing database must be secure and web-enabled allowing MTS access to monitor employee drug testing records, generate reports and review information. The database must provide MTS the ability to:
 - Retrieve individual and drug test results
 - Retrieve all drug test results for a given date range
 - Run ad-hoc queries and reports as to individual employees
 - Run daily, weekly, monthly, quarterly or annual statistical report of testing
 - Create online testing authorization forms and electronically fax to collection sites.
 - ii. Maintain a database of MTS employees requiring random testing and monitor and coordinate testing services in compliance with DOT standards and company policy.
 - Using listing of employees provided by MTS containing information on MTS employees covered by the DOT program, generate random lists for drug and alcohol testing on a monthly basis, sorting by department

- Request an updated of the list monthly from each department program manager to coordinate testing in accordance with each employee's schedule
- iii. Provide monthly random selections to designated MTS point of contact and provide plan to make required collections on or before the first day of every month.
- iv. Provide monthly report in .xls format to designated MTS point of contact that lists completed random selections and pre-employment drug testing with dates and times of collection as well as date results are posted.
- b. Provide electronic notification via email of posted test results to the Designated Employer Representative(s).
- c. Conduct the drug and alcohol random selection process in accordance with testing rate regulations.
- d. Track all testing conducted including blind samples to ensure compliance.
- e. Maintain all drug and alcohol testing records pursuant to requirements.
- f. Prepare all required Semi-Annual Laboratory and Annual MIS report for submittal to the FTA.
- g. Assist in all drug and alcohol audits by preparing documents and participating in the audit process.
- h. Have representatives available on a 24-hour 7 day per week basis for consultation and guidance.
- i. Ensure that drug and alcohol test results are provided in an expeditious manner, generally within 24 hours for a negative test and within 48-72 hours for a positive test.
- j. Unless specified otherwise in a contract between the successful Proposer and MTS, be responsible for all administrative responsibilities outlined in the MTS Drug and Alcohol policy, attached as **Attachment 2**.
- k. Comply with all requirements/regulations related to the TPA's purview.
- l. Other drug and alcohol administrative duties as assigned.

5.5 SPECIMEN COLLECTION SERVICES

Proposer shall perform the following collection services:

- a. On-site specimen collections – Ability to dispatch mobile collectors to any of MTS's San Diego facilities or to alternate locations (e.g., hospitals or accident scenes).
- b. Random – Coordinate, schedule and conduct on-site specimen collection services for random drug and alcohol testing in compliance with regulations.
- c. Post-accident & reasonable suspicion – Provide on-site drug and alcohol testing within the response time required by the regulations but usually within one hour from notification.
- d. Pre-employment – Provide pre-employment drug testing for new employees
- e. Follow-up & return to duty testing – Provide follow up and return to duty testing as requested by MTS.
- f. Non-DOT testing – Proposer must be able to conduct Non-DOT tests on employees who are not safety sensitive as described in MTS's Drug and Alcohol Policy.
- g. Other drug and alcohol collection duties as assigned.

5.6 MEDICAL REVIEW OFFICER (MRO)

Proposer shall provide MRO services including but not limited to review of all drug and alcohol results, interviewing employees with positive results, and verification of prescription drugs.

5.7 TESTING SERVICES, FACILITIES AND LAB ANALYSIS

Proposer shall ensure that:

- a. All laboratories utilized for drug and alcohol testing are certified by the California Health and Human Services (CHHS) and must comply with DOT requirements and MTS Drug and Alcohol policy.
- b. All facilities/laboratories for specimen collection and testing comply with DOT standards and MTS Drug and Alcohol policy.
- c. Collection/testing sites are located throughout greater San Diego County and/or are mobile in order to provide on-site collection. Sites must have twenty-four (24) hours, seven (7) days per week service capability.
- d. Collectors are in compliance with qualification training requirements and error correction training procedures.
- e. Arrangements for timely transportation of specimens from collection sites to labs are available.
- f. Proposers must have the ability to implement DOT compliant saliva drug testing in lieu of urine testing.
- g. Laboratory analysis of urine or saliva tests is in accordance with DOT and related regulations and includes split sample urine or saliva collection, validity testing, controlled substances testing, and confirmation testing.
- h. Breath alcohol testing sites, equipment and procedures are provided and that all personnel (breath alcohol technicians, screening test technicians) meet qualification training requirements, with provisions for error correction training.
- i. Storage of positive specimens is in accordance with DOT requirements.
- j. Facilities coordinate return-to-duty and follow-up testing with the designated employer representative.
- k. Other drug and alcohol testing duties as assigned.

5.8 DATA SECURITY AND BACKUP

- a. Proposer is solely responsible for data security. Since the information gathered is sensitive in nature Proposer and its subcontractors are responsible for keeping the information secure. Records and data must be maintained in a secure location with controlled access. Proposer shall maintain records for five (5) years. If a breach in security occurs the

Proposer is responsible for all associated costs of notifications and cleanup of breached data, at no additional cost to MTS. Proposer is fully liable for any claim of identity theft.

- b. It shall be the Proposer's responsibility to enforce and follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; protect the privacy of individually identifiable health information; ensure security of electronic protected health information; and enforce all confidentiality provisions.

Additional HIPAA information is available online at:

<http://www.hhs.gov/ocr/privacy/index.html>

- c. Data must be backed up daily. To ensure no loss of data, Proposer shall have data backup systems in place.

5.9 DISENTANGLEMENT

- a. Disentanglement Process:
 - i. The Disentanglement process for this Agreement shall begin on any of the following dates:
 - the date designated by MTS, not earlier than sixty (60) days prior to the end of current term, that MTS has elected not to exercise option year/s;
 - the date MTS notifies Proposer that no funds or insufficient funds have been appropriated so that the Agreement shall be terminated for convenience; or
 - the date any Termination Notice is delivered, if MTS or Proposer elects to terminate any or all of the services pursuant to the Agreement.
 - ii. Proposer shall be required to perform its Disentanglement obligations on an expedited basis, as determined by MTS.
 - iii. Proposer shall be required to provide full cooperation. Database information shall be complete and detailed to enable MTS or designee to fully assume and continue a smooth transition with no interruption of services.
- b. General Obligations:
 - i. All services related to Disentanglement shall be deemed a part of the base services and shall be performed by Proposer at no additional cost to MTS. Proposer's obligation to provide the services shall not cease until Disentanglement is satisfactory to MTS, and delivered in writing.
 - ii. Proposer shall provide all information regarding the services, including all data files.
 - iii. Proposer shall provide for the prompt and orderly conclusion of all work including documentation of work in process to assure an orderly transition to MTS or designee.
- c. Delivery of Documentation:

- i. Proposer shall deliver to MTS or designee all documentation and data related to the service, in format as requested by MTS.
- ii. Proposer shall destroy all copies not turned over to MTS, all at no cost to MTS.

5.10 CONTRACT TERM/PERIOD OF PERFORMANCE

This contract is for up to a ten (10) year period (5-year base with five 1-year options, exercisable at MTS' sole discretion). Proposers are required to price the proposal for all ten (10) years or its proposal may be deemed non-responsive. The tentative schedule is shown below:

Base Year Period:

- Year One (1): January 1, 2024 – December 31, 2024
- Year Two (2): January 1, 2025 – December 31, 2025
- Year Three (3): January 1, 2026 – December 31, 2026
- Year Four (4): January 1, 2027 – December 31, 2027
- Year Five (5): January 1, 2028 – December 31, 2028

Option Year Period:

- Option Year One (1): January 1, 2029 – December 31, 2029
- Option Year Two (2): January 1, 2030 – December 31, 2030
- Option Year Three (3): January 1, 2031 – December 31, 2031
- Option Year Four (4): January 1, 2032 – December 31, 2032
- Option Year Five (5): January 1, 2033 – December 31, 2033

5.11 INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

YR 1	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (BASE YEAR 1)							\$ 100,302.10

YR 1	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (BASE YEAR 1)			\$ 900.00

TOTAL BASE YEAR 1 (TABLES A+B)			\$ 101,202.10
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YR 2	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (BASE YEAR 2)							\$ 100,302.10

YR 2	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (BASE YEAR 2)			\$ 900.00

Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

TOTAL BASE YEAR 2 (TABLES A+B)			\$	101,202.10
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Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

YR 3	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (OPTION YEAR 3)							\$ 100,302.10

YR 3	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (OPTION YEAR 3)			\$ 900.00

TOTAL OPTION YEAR 3 (TABLES A+B)		\$ 101,202.10
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YR 4	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (OPTION YEAR 4)							\$ 100,302.10

YR 4	Cost Type	Fixed Monthly Cost	Annual Cost
Billed per Month (Table B)	Other Costs		
	Monthly Administration Fee	\$ 25.00	\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00	\$ 600.00
	Other 1 (Describe)		\$ -
	Other 2 (Describe)		\$ -
	Other 3 (Describe)		\$ -
TOTAL TABLE B (OPTION YEAR 4)			\$ 900.00

Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

TOTAL OPTION YEAR 4 (TABLES A+B)			\$	101,202.10
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Drug and Alcohol Collection, Testing & Administration Services MTS Doc No. G2757.0-23

Proposer Name: _____

YR 5	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 35.00			\$ 15,750.00
	Post Accident	100	100	\$ 39.00	\$ 60.95			\$ 9,995.00
	Random	225	750	\$ 39.00	\$ 60.95			\$ 54,487.50
	Reasonable Suspicion	5	5	\$ 39.00	\$ 60.95			\$ 499.75
	Return to Duty	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up	7	7	\$ 39.00	\$ 60.95			\$ 699.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 35.00			\$ 700.00
	Post Accident	90	90	\$ 39.00	\$ 60.95			\$ 8,995.50
	Random*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Reasonable Suspicion	2	2	\$ 39.00	\$ 60.95			\$ 199.90
	Return to Duty*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Follow Up*	1	1	\$ 39.00	\$ 60.95			\$ 99.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 95.00	\$ 8,075.00
	TOTAL TABLE A (OPTION YEAR 5)							\$ 100,302.10

YR 5	Cost Type	Fixed Monthly Cost		Annual Cost
Billed per Month (Table B)	Other Costs			
	Monthly Administration Fee	\$ 25.00		\$ 300.00
	Monthly Database Maintenance Fee	\$ 50.00		\$ 600.00
	Other 1 (Describe)			\$ -
	Other 2 (Describe)			\$ -
	Other 3 (Describe)			\$ -
TOTAL TABLE B (OPTION YEAR 5)				\$ 900.00

TOTAL OPTION YEAR 5 (TABLES A+B)				\$ 101,202.10
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Summary Totals	
Base Year 1	\$ 101,202.10
Base Year 2	\$ 101,202.10
Base Year 3	\$ 101,202.10
Base Year 4	\$ 101,202.10
Base Year 5	\$ 101,202.10
Contract Total (Year 1 - 5)	\$ 506,010.50

YR 1	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00
	TOTAL TABLE A (BASE YEAR 1)							\$ 104,901.10

YR 1	Cost Type	Fixed Monthly Cost			Annual Cost
Billed per Month (Table B)	Other Costs				
	Monthly Administration Fee	\$ 35.00			\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00			\$ 780.00
	Other 1 (Describe)				\$ -
	Other 2 (Describe)				\$ -
	Other 3 (Describe)				\$ -
	TOTAL TABLE B (BASE YEAR 1)				\$ 1,200.00

TOTAL BASE YEAR 1 (TABLES A+B)				\$ 106,101.10
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YR 2	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -

6-Mam		1		\$ -			\$ -
Split Sample Testing		1		\$ 250.00			\$ 250.00
Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00
TOTAL TABLE A (BASE YEAR 2)							\$ 104,901.10

YR 2	Cost Type	Fixed Monthly Cost		Annual Cost
Billed per Month (Table B)	8			
	Monthly Administration Fee	\$ 35.00		\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00		\$ 780.00
	Other 1 (Describe)			\$ -
	Other 2 (Describe)			\$ -
	Other 3 (Describe)			\$ -
	TOTAL TABLE B (BASE YEAR 2)			\$ 1,200.00

TOTAL BASE YEAR 2 (TABLES A+B)			\$ 106,101.10
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YR 3	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00
	TOTAL TABLE A (OPTION YEAR 3)							\$ 104,901.10

YR 3	Cost Type	Fixed Monthly Cost		Annual Cost
Billed per Month (Table B)	Other Costs			
	Monthly Administration Fee	\$ 35.00		\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00		\$ 780.00
	Other 1 (Describe)			\$ -
	Other 2 (Describe)			\$ -
	Other 3 (Describe)			\$ -
	TOTAL TABLE B (OPTION YEAR 3)			\$ 1,200.00

TOTAL OPTION YEAR 3 (TABLES A+B)			\$ 106,101.10
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YR 4	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
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Billed per Usage (Table A)	DOT								
	Pre Employment		450		\$ 40.00			\$ 18,000.00	
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00	
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50	
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75	
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65	
	Isomer Testing		1		\$ -			\$ -	
	6-Mam		1		\$ -			\$ -	
	Split Sample Testing		1		\$ 250.00			\$ 250.00	
	Non-DOT								
	Pre Employment		20		\$ 40.00			\$ 800.00	
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50	
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90	
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95	
	Isomer Testing		1		\$ -			\$ -	
	6-Mam		1		\$ -			\$ -	
	Split Sample Testing		1		\$ 250.00			\$ 250.00	
	Call out for Post Accident & Reasonable Suspicion - MTS Request						85	\$ 100.00	\$ 8,500.00
TOTAL TABLE A (OPTION YEAR 4)								\$ 104,901.10	

YR 4	Cost Type	Fixed Monthly Cost		Annual Cost
Billed per Month (Table B)	Other Costs			
	Monthly Administration Fee	\$ 35.00		\$ 420.00
	Monthly Database Maintenance Fee	\$ 65.00		\$ 780.00
	Other 1 (Describe)			\$ -
	Other 2 (Describe)			\$ -
	Other 3 (Describe)			\$ -
TOTAL TABLE B (OPTION YEAR 4)				\$ 1,200.00

TOTAL OPTION YEAR 4 (TABLES A+B)				\$ 106,101.10
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YR 5	Test Type	Breath Tests	Urine Tests	Cost Per Breath Test	Cost Per Urine Test	Call Out - Estimated Annual Quantity	Call Out - Unit Price	Annual Cost
Billed per Usage (Table A)	DOT							
	Pre Employment		450		\$ 40.00			\$ 18,000.00
	Post Accident	100	100	\$ 41.00	\$ 61.95			\$ 10,295.00
	Random	225	750	\$ 41.00	\$ 61.95			\$ 55,687.50
	Reasonable Suspicion	5	5	\$ 41.00	\$ 61.95			\$ 514.75
	Return to Duty	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up	7	7	\$ 41.00	\$ 61.95			\$ 720.65
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Non-DOT							
	Pre Employment		20		\$ 40.00			\$ 800.00
	Post Accident	90	90	\$ 41.00	\$ 61.95			\$ 9,265.50
	Random*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Reasonable Suspicion	2	2	\$ 41.00	\$ 61.95			\$ 205.90
	Return to Duty*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Follow Up*	1	1	\$ 41.00	\$ 61.95			\$ 102.95
	Isomer Testing		1		\$ -			\$ -
	6-Mam		1		\$ -			\$ -
	Split Sample Testing		1		\$ 250.00			\$ 250.00
	Call out for Post Accident & Reasonable Suspicion - MTS Request					85	\$ 100.00	\$ 8,500.00

TOTAL TABLE A (OPTION YEAR 5)					\$	104,901.10
YR 5	Cost Type	Fixed Monthly Cost				Annual Cost
Billed per Month (Table B)	Other Costs					
	Monthly Administration Fee	\$ 35.00			\$	420.00
	Monthly Database Maintenance Fee	\$ 65.00			\$	780.00
	Other 1 (Describe)				\$	-
	Other 2 (Describe)				\$	-
	Other 3 (Describe)				\$	-
TOTAL TABLE B (OPTION YEAR 5)					\$	1,200.00
TOTAL OPTION YEAR 5 (TABLES A+B)					\$	106,101.10

Summary Totals		
Option Year 1	\$	106,101.10
Option Year 2	\$	106,101.10
Option Year 3	\$	106,101.10
Option Year 4	\$	106,101.10
Option Year 5	\$	106,101.10
Contract Total (Year 1 - 5)	\$	530,505.50



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Track Geometry Testing Services – Contract Award

RECOMMENDATION:

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

- 1) Execute MTS L1645.0-23, (in substantially the same format as Attachment A) with Holland, L.P. (Holland) for the provision of track geometry testing for five (5) base years with one (1), three (3)-year option, for a total of \$379,458.00; and
- 2) Exercise the option years at the CEO's discretion.

Budget Impact

The total cost of this contract is estimated to be \$379,458.00 (Attachment C). The Project will be funded by Track Maintenance Operating Budget 370016-571210 account. The project costs are summarized below:

Base Year 1	Base Year 2	Base Year 3	Base Year 4	Base Year 5	Total
\$44,462.00	\$46,000.00	\$46,000.00	\$47,248.00	\$47,248.00	\$230,958.00

Option 1 Year 6	Option 1 Year 7	Option 1 Year 8	Total
\$49,500.00	\$49,500.00	\$49,000.00	\$148,500.00



DISCUSSION:

MTS needs a qualified and experienced firm to provide hi-rail equipped track testing vehicle(s) to measure track geometry, track strength, and rail profile to meet the Federal Register Rule Requirements Part 213.333.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements and service contracts over \$150,000.00. On May 19, 2023, MTS issued a Request for Proposals (RFP) for qualified proposers to provide Track Geometry Testing Services.

On July 11, 2023, a single proposal was received and was deemed responsive and responsible. To ascertain that the solicitation was not restrictive, MTS emailed a survey to all the firms that had downloaded the RFP on PlanetBids. The survey is utilized to determine potential proposers' reason(s) for not proposing. The results indicated that neither the RFP nor MTS's procurement processes played a role in their decision not to respond.

Proposer Name	Firm Certification
Holland, L.P. (Holland)	N/A

An evaluation committee consisting of representatives from Finance and Track departments met and scored the proposal based on the following evaluation criteria:

Evaluation Criteria	Total Possible Points
Qualifications of the Firm	20
Staffing, Organization, and Management Plan	25
Work Plan	30
Cost and Price	25
Total	100

The table below represents the proposer's score and ranking:

Proposer Name	Cost	Technical Score	Cost Score	Total Score (Maximum total score: 100)	Ranking
Holland	\$379,458.00	52	25	77.00	1

MTS then performed a price analysis by comparing the Independent Cost Estimate (ICE) and other similar agency costs to ensure the price MTS received was fair and reasonable. The cost breakdown below reflects a comparison of annual rates and mobilization cost for the first year:

Description	Holland's Proposal to MTS (Year 1)	ICE	Sacramento Regional Transit District (SACRT) Current Agreement
Daily Rate (up to 8 hours)	\$11,385.00	\$12,100.00	\$14,825.00
Overtime Rate (after 8 hours)	\$1,423.00	\$1,512.50	\$1,853.00
Mobilization Cost	\$8,000.00	\$8,800.00	\$8,750.00

In addition, MTS's ICE has a value of \$456,924.86 and Holland's proposal is at \$379,458.00, which was determined to be fair and reasonable.

Based on the objectives of this procurement, consideration of the evaluation criteria and Holland's technical and price proposals, Holland presented the best value proposal to MTS.

Therefore, staff recommends that Board of Directors authorize the CEO to:

- 1) Execute MTS L1645.0-23, (in substantially the same format as Attachment A) with Holland for the provision of track geometry testing for five (5) base years with one (1), three (3)-year option, for a total of \$379,458.00; and
- 2) Exercise the option years at the CEO's discretion.

/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. L1645.0-23
B. Scope of Work
C. Cost Form

STANDARD AGREEMENT**FOR****MTS DOC. NO. L1645.0-23****TRACK GEOMETRY TESTING SERVICES**

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: Holland, L.P. Address: 1000 Holland Dr.
Crete Illinois 60417
 Form of Business: Limited Partnership City State Zip
 (Corporation, Partnership, Sole Proprietor, etc.) Email: ecurran@hollandco.com
 Telephone: 708-304-6103

Authorized person to sign contracts Eric Curran General Manager
 Name Title

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

The contract term is for up to 5 base years and 3 option years, exercisable at MTS's sole discretion, for a total of 8 years. Base period shall be effective December 1, 2023 through November 30, 2028 and option years shall be effective December 1, 2028 through November 30, 2031, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$230,958.00 for the base years and \$148,500.00 for the option years, for a contract total not to exceed \$379,458.00 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HOLLAND, L.P.
By: <u>Sharon Cooney, Chief Executive Officer</u>	By _____
Approved as to form:	Title: _____
By: <u>Karen Landers, General Counsel</u>	

1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1.1. SCOPE OF WORK

Selected Contractor shall provide hi-rail equipped track testing vehicle/s to measure track geometry, track strength, and rail profile to meet the Federal Register Rule requirement art 213.333 for five (5) base years with one (1), three (3)-year option, exercisable at MTS' sole discretion.

- A. Gauge restraint measuring system (GRMS) shall meet or exceed minimum design requirements specifying that gage restraint shall be measured between the heads of the rail.
- B. At an interval not exceeding 16 inches.
- C. Under an applied vertical load of no less than 10 kips per rail.
- D. Under an applied lateral that provides a lateral/vertical load ratio of between 0.5 and 1.25, 10 and a load severity greater than 3 kips but less than 8 kips per rail. Load severity is defined by the formula:

$$S = L - cV$$

1.2. CONTRACTOR SHALL PROVIDE:

- A. Geometry measurement system capable of providing an onboard display of and recording of geometry data to include gauge, curvature, cross-level, surface, alignment, twist, warp and provide data on a 3' and 6" unbalance.
- B. Track Strength Measurement System capable of recording and providing an onboard display of unloaded and loaded gauge conditions, and calculated measurements for track strength evaluation.
- C. Rail profile (rail wear) measurement system.
- D. One supervisor and one operator to operate the vehicle and measuring instrumentation and maintain all contractors' equipment.
- E. Onboard production of standard strip charts and exception reports.
- F. Management and communication of the data generated by the contractor's onboard electronic measurement system will be stored in .pdf format on CD disk(s) and presented to the customer for analysis. Should the customer need contractors to communicate with a 3rd party regarding data generated, contractor requests the customer to provide a written request.
- G. All necessary consumables, to include fuel, required for the operation of the contractor's equipment.
- H. Onboard seating capacity and data monitoring access for railroad personnel.

- I. Vehicle must have a continuous shunt at all times

1.3. SAN DIEGO TROLLEY INC., SHALL PROVIDE:

- A. Suitable safe worksite to include flag protection and/or other precautions as may be required for the safety of personnel and equipment.
- B. Qualified pilot.
- C. Organization of the work, to include furnishing of additional personnel, equipment, and consumables as may be required by the railroad.

1.4. WORKDAY

MTS Trolley operates revenue service for twenty-one-and-a-half hours daily. Service runs from 4:00 AM of one day to 1:30 AM of the following day, seven days a week. All testing shall be performed so as not to interfere with revenue service on the adjacent track or beyond the limits of the defined work area.

The rail testing shall be performed during an approved work window by MTS Track management, within a defined area, of approximately four hours per day, generally between 12 midnight and 4 AM hours on weekdays, and 12 midnight and 5 AM on weekends. This time allowance may vary depending on the designated location of a test. The time of availability may also be adjusted by MTS to allow it to accommodate additional operating requirements.

The workday shall commence at a start time and location as previously determined by the responsible customer representative and the contractor's crew. The workday shall end at the time and off-track location, when work and reports have been completed, and when the customer representative releases the contractor's crew.

1.5. PERFORMANCE AND LIMITATIONS

Contractor equipment vehicle shall be capable of testing at speeds of up to 35 mph, dependent upon track conditions and railroad rules governing the safe operation of hi-rail vehicles through turnouts, road crossings, by station platforms, and protecting against personnel and equipment. Production mileage shall be limited by available track time and speed testing. Contractor's track testing shall be ISO 17025-2005 accredited, all measurements are limited in accuracy and completeness by operating conditions, track conditions, obstructions to measurement, limitations of laser and inertial systems, and other conditions. Alignment and surface measurements are dependent on a minimum of 8 mph testing speed. Equipment operators shall be fully trained to confirm or delete exceptions during testing for expediency, and to validate exceptions in track, however are limited by operating requirements. Final determination of accuracy and completeness of all exceptions and data must be confirmed with customer's trained field inspectors. Reporting will be based on Federal Railroad Agency or customer-based thresholds for all measured or calculated channels, and may be limited by track design speed variations or design construction tolerances which do not align directly with the track geometry measurement system.

1.6. TRACK MEASUREMENT DATA

- A. Geometry and Track Strength: Contractor shall provide data on geometry and track strength to customer in both hard copy and electronic (.pdf files) formats immediately upon completion of measurement.
- B. Track Inspection Software. Contractor shall be capable of producing electronic and hard copy reports, containing geometry, track strength, and profile databases of the current measurement runs. Hard copy reports must be available at the end of each work day.

1.7. COMPLIANCE WITH INDUSTRIAL SAFETY CODES

Equipment shall be in complete compliance with all requirements of the laws of the State of California and City and County of San Diego, as well as all applicable federal laws and regulations at date of delivery and/or services.

1.8. BRAND NAMES

Whenever reference to a specific "Brand Name" is made in the specifications, it is to be considered solely illustrative, and is used merely to describe a component which has been selected by MTS as best meeting the specific minimal operational, design, performance, capacity, maintenance, quality, and reliability criteria of the desired end product. Wherever a "Brand Name" appears, the term "or approved equal" shall be automatically inferred.

1.9. PERIOD OF PERFORMANCE

The period of performance under the resultant Agreement shall be effective from December 1, 2023 through November 30, 2028, with an option to extend for an additional three years. All required services will be completed within the performance period.

1.10. COMPENSATION

Except as provided under the terms of the resultant Agreement, the established firm fixed rate is the maximum compensation to be paid for the completion of all services to be rendered by the successful Proposer. Any cost incurred in excess of the established firm fixed unit rate shall not be considered reimbursable. The established firm fixed unit rate, detailed in the Bid Form shall be fixed for the term of the Agreement.

1.11. PAYMENT TERMS

Unless otherwise stated in the specifications or bid forms, one hundred percent (100%) of the contract price for each service will be paid to the Contractor within thirty (30) days after acceptance by MTS.

Otherwise the terms will be Net thirty (30) from acceptance. Payment terms less than ten (10) days from acceptance will not be considered. **ADVANCED PAYMENT IS NOT ALLOWABLE.**

1.12. [NOT APPLICABLE] BUY AMERICA

5.1.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

5.1.2. [NOT APPLICABLE] MANUFACTURED PRODUCT

5.1.3. [NOT APPLICABLE] ROLLING STOCK

5.1.4. [NOT APPLICABLE] IRON OR STEEL

1.13. INVOICES

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

Payment terms shall be net 30 days from invoice date.

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

1.14. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)

1.15. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

MTS Cost Form
L1645.0-23: Track Geometry Testing

**** Fill in the Green Cells ****

5-YEAR BASE					+	ONE, 3-YEAR OPTION																										
YEAR 1						OPTION 1, YEAR 6																										
Item	Description	Estimated QTY	Unit Cost	Extended Price		Item	Description	Estimated QTY	Unit Cost	Extended Price																						
1	Daily Rate (up to 8 hours)	2 days	\$ 11,385.00	\$ 22,770.00		1	Daily Rate (up to 8 hours)	2 days	\$ 13,000.00	\$ 26,000.00																						
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,423.00	\$ 5,692.00		2	Overtime Rate (after 8 hours)	4 hours	\$ 1,625.00	\$ 6,500.00																						
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00		3	Mobilization Cost	2 each	\$ 8,500.00	\$ 17,000.00																						
Subtotal				\$ 44,462.00		Subtotal				\$ 49,500.00																						
YEAR 2						OPTION 1, YEAR 7																										
Item	Description	Estimated QTY	Unit Cost	Extended Price		Item	Description	Estimated QTY	Unit Cost	Extended Price																						
1	Daily Rate (up to 8 hours)	2 days	\$ 12,000.00	\$ 24,000.00		1	Daily Rate (up to 8 hours)	2 days	\$ 13,000.00	\$ 26,000.00																						
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,500.00	\$ 6,000.00		2	Overtime Rate (after 8 hours)	4 hours	\$ 1,625.00	\$ 6,500.00																						
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00		3	Mobilization Cost	2 each	\$ 8,500.00	\$ 17,000.00																						
Subtotal				\$ 46,000.00		Subtotal				\$ 49,500.00																						
YEAR 3						OPTION 1, YEAR 8																										
Item	Description	Estimated QTY	Unit Cost	Extended Price		Item	Description	Estimated QTY	Unit Cost	Extended Price																						
1	Daily Rate (up to 8 hours)	2 days	\$ 12,000.00	\$ 24,000.00		1	Daily Rate (up to 8 hours)	2 days	\$ 13,000.00	\$ 26,000.00																						
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,500.00	\$ 6,000.00		2	Overtime Rate (after 8 hours)	4 hours	\$ 1,625.00	\$ 6,500.00																						
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00		3	Mobilization Cost	2 each	\$ 8,500.00	\$ 17,000.00																						
Subtotal				\$ 46,000.00		Subtotal				\$ 49,500.00																						
YEAR 4						<table><tr><th colspan="2">Grand Total</th></tr><tr><th>YEAR</th><th>TOTAL</th></tr><tr><td>1</td><td>\$ 44,462.00</td></tr><tr><td>2</td><td>\$ 46,000.00</td></tr><tr><td>3</td><td>\$ 46,000.00</td></tr><tr><td>4</td><td>\$ 47,248.00</td></tr><tr><td>5</td><td>\$ 47,248.00</td></tr><tr><td>OPTION 1, YEAR 6</td><td>\$ 49,500.00</td></tr><tr><td>OPTION 1, YEAR 7</td><td>\$ 49,500.00</td></tr><tr><td>OPTION 1, YEAR 8</td><td>\$ 49,500.00</td></tr><tr><td>GRAND TOTAL BASIS OF AWARD</td><td>\$ 379,458.00</td></tr></table>					Grand Total		YEAR	TOTAL	1	\$ 44,462.00	2	\$ 46,000.00	3	\$ 46,000.00	4	\$ 47,248.00	5	\$ 47,248.00	OPTION 1, YEAR 6	\$ 49,500.00	OPTION 1, YEAR 7	\$ 49,500.00	OPTION 1, YEAR 8	\$ 49,500.00	GRAND TOTAL BASIS OF AWARD	\$ 379,458.00
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OPTION 1, YEAR 7	\$ 49,500.00																															
OPTION 1, YEAR 8	\$ 49,500.00																															
GRAND TOTAL BASIS OF AWARD	\$ 379,458.00																															
Item	Description	Estimated QTY	Unit Cost	Extended Price																												
1	Daily Rate (up to 8 hours)	2 days	\$ 12,500.00	\$ 25,000.00																												
2	Overtime Rate (after 8 hours)	4 hours	\$ 1,562.00	\$ 6,248.00																												
3	Mobilization Cost	2 each	\$ 8,000.00	\$ 16,000.00																												
Subtotal				\$ 47,248.00																												
YEAR 5																																
Item	Description	Estimated QTY	Unit Cost	Extended Price																												
1	Daily Rate (up to 8 hours)	2 days	\$ 12,500.00	\$ 25,000.00																												
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Subtotal				\$ 47,248.00																												



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/2023

Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS

October 19, 2023

SUBJECT:

Imperial Avenue Division (IAD) Underground Storage Tanks (UST) Removal – 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. PWB376.0-23 (in substantially the same format as Attachment A), with Western Pump Inc., for IAD UST Removal in the amount of \$2,209,593.92; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$331,439.09) for this construction contract, bringing total expenditure authority to \$2,541,033.01.

Budget Impact

The total cost for this contract is estimated to be \$2,541,033.01; total bid amount of \$2,209,593.92 plus 15% contingency. This project is funded by Capital Improvement Program (CIP) 3009119701 – IAD Battery Electric Bus (BEB) Charging Infrastructure.

DISCUSSION:

MTS currently operates and maintains a fixed route fleet of one hundred forty-eight (148) compressed natural gas (CNG) buses and four (4) BEBs at IAD. MTS seeks to implement a scalable and modular battery bus charging system for the IAD BEB fleet, to comply with the California Air Resources Board (CARB) requirements for a full transition by 2040. The first phase would include overhead charging infrastructure for forty (40) BEBs in order to meet the needs of the initial BEBs arriving in 2024, as well as scalable electrical infrastructure for future phases.

The first phase overhead installation takes place in the north end of the IAD lot, directly east of the Service Lanes. The Service Lanes and the Richard A. Murphy Building (RAM) are currently served by underground storage tanks (UST) located immediately east of the Service Lanes. The USTs and connected lines serving the pump rooms in Service Lane and RAM Buildings are in conflict with the proposed overhead structure.



There are eight (8) existing tanks, one (1) 1,000-gallon tank, two (2) 4,000-gallon tanks, two (2) 10,000-gallon tanks, and three (3) 20,000-gallon tanks. Two (2) of the eight (8) tanks were previously closed in place and are filled with concrete slurry. Of the remaining six (6) tanks in use, only three (3) contain service fluids currently used onsite. Due to environmental concerns with underground tanks, and regulatory agency preference for UST removals, all eight (8) tanks will be removed to make room for the first phase of the IAD Zero Emission Bus (ZEB) project. Once the IAD ZEB charging structure is in place, there will be no ability to remove the tanks at a future date.

Multiple permits will be required for the UST removals and will be the responsibility of the construction contractor to record the soil condition around the removed tanks, and to remove the tanks from regulatory monitoring databases. For the three service fluids in use on site, the USTs will be replaced with new, much smaller, above ground storage tanks. The new above ground tanks will be stored in an enclosed structure to meet stormwater requirements and will be much easier to maintain, service, and keep in a state of good repair. Funding for this project is a combination of CIP funds to support the new ZEB construction, as well as operations funding to improve the day-to-day service operations.

On July 17, 2023, staff issued an Invitation for Bids (IFB). A total of three (3) bids were received:

IAD UST Removal IFB		
Company Name	Firm Certification	Bid Amount
<i>MTS – Independent Cost Estimate (ICE)</i>		<i>\$2,077,284.65</i>
Western Pump, Inc.	N/A	\$2,209,593.92
Jenal Engineering Corporation	Small Business (SB)	\$2,265,920.00
GEMS Environmental Management Services	Minority Owned Business Enterprise (MBE), SB	\$2,617,406.32

Based on the bids summary above, and in comparison with the ICE, staff has determined Western Pump's price to be fair and reasonable and recommends executing the contract.

Western Pump will be utilizing seven (7) subcontractors, as detailed further in Attachment C.

Therefore, staff recommends that the MTS Board authorize the CEO to:

- 1) Execute MTS Doc. No. PWB376.0-23 (in substantially the same format as Attachment A), with Western Pump Inc., for IAD UST Removal in the amount of \$2,209,593.92; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$331,439.09) for this construction contract, bringing total expenditure authority to \$2,541,033.01.

/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 PWB376.0-23
B. Bid Price Form
C. Subcontractors



**Metropolitan
Transit
System**

**STANDARD CONSTRUCTION AGREEMENT
FOR**

MTS DOC. NO. PWB376.0-23

IAD UNDERGROUND STORAGE TANKS (UST) REMOVAL

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: Western Pump, Inc Address: 3235 F Street
San Diego, CA 92102
 Form of Business: Corporation
 (Corporation, Partnership, Sole Proprietor, etc.) Email: Ryanr@westernpump.com
 Telephone: (619) 446-9505

Authorized person to sign contracts Ryan Rethmeier President

 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:

IAD UNDERGROUND STORAGE TANKS (UST) REMOVAL

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 **90 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 two million, two hundred nine thousand, five hundred ninety-three dollars and ninety-two cents (\$2,209,593.92). 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	WESTERN PUMP, INC
By: _____ Sharon Cooney, Chief Executive Officer	By _____
Approved as to form:	
By: _____ Karen Landers, General Counsel	Title: _____

IAD UNDERGROUND STORAGE TANKS (UST) CONSTRUCTION (PWB376.0-23)

Contractor: Western Pump

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Unit Price	Extended Total
1	Mobilization	EA	1	\$159,145.21	\$159,145.21
2	Demobilization	EA	1	\$10,749.00	\$10,749.00
3	Supervision	LS	1	\$58,565.00	\$58,565.00
4	Temporary Facilities	LS	1	\$16,431.13	\$16,431.13
5	Temporary Controls	LS	1	\$11,971.89	\$11,971.89
6	Secondary Containment Construction	LS	2	\$69,620.98	\$139,241.96
7	Providing and installation of totes and all associated pumping equipment	LS	5	\$5,205.89	\$26,029.45
8	Demo and removal of concrete and paving	SF	7800	\$10.38	\$80,964.00
9	Import of clean fill to replace volume of removed USTs	CY	640	\$79.85	\$51,104.00
10	Installation of 5" AC over 16" Class 2 Base	SF	7800	\$17.70	\$138,060.00
11	Removal and disposal of USTs and all associated appurtenances	EA	8	\$56,871.06	\$454,968.48
12	Providing and installation new ASTs and all associated pumping equipment	EA	5	\$61,072.56	\$305,362.80
13	Allowance One (1) - Hauling and disposal of hazardous soil (hazardous with manifest) allowance up to	CY	1000	\$415.40	\$415,400.00
14	Allowance Two (2) - Hauling and disposal of Cal-hazardous soils (hazardous with manifest) allowance up to	CY	1000	\$165.97	\$165,970.00
15	Allowance Three (3) - Import and placement of clean fill to replace exported soils allowance up to	CY	1000	\$140.85	\$140,850.00
16	Bid Bond	LS	1	\$23,186.00	\$23,186.00
17	Payment and Performance Bond	LS	1	\$11,595.00	\$11,595.00
Total					\$2,209,593.92

Subcontractor							Any time there is a change to a Subcontractor resubmit this attachment. Any change to these forms after bid submittal must be made in accordance with Public Contract Code sections 4100 et seq., as applicable, and as permitted by MTS.						
Company Name	Type of DBE	% of Work	DIR Number	Dollar Value	Description of Work	Point of Contact First Name	Point of Contact Last Name	Email	Phone Number	Street Address	City	State	Zip
Dispatch Transportation	N/A	21.79	10000933191	481,600.00	Environmental Haul Off	Don	Johnson	djohnson@dispatchtrans.com	619-990-4443	14032 Santa Ana Ace	Fontana	Ca	92337
Life Deck	N/A	0.29	10000023286	6,500.00	Coatings	Greg	Drisen	Greg.driesen@liftdeck.com	619-405-2546	70 Gateway Center Drive	San Diego	Ca	92102
Nieto & Sons Trucking Inc	SB	1.40	10000150003	30,995.00	Tank Cleaning/ Haul Off	David	Nieto	dave@nietoandsons.com	714-990-6855	PO Box 760	Yorba Linda	Ca	92885
Fonseca Construction	N/A	1.88	1000012330	41,634.00	Concrete Demo & Install	Michael	Fonseca	Office@fonsecacont.com	951-682-2881	PO Box 56007	Riverside	Ca	92517
CT Concrete Cutting	N/A	2.98	1000006698	65,750.00	Demo	Chris	Tompkins	ct@ctcontretecutting.com	951-757-6247	6341 Jefferson Ave St.3	Murrieta	Ca	92562
Advance Geo Inc.	N/A	1.09	1000600194	24,100.00	Environmental Services	Robert	Loeffler	RLoeffler@advacedgefo.biz	800-511-9300	837 Shaw Road	Stockton	Ca	95215
Eagle Paving Trucking	N/A	5.31	10000002648	117,373.00	Resurface Asphalt	Joel	Batule, Jr.	joeldr@eaglepaving.us	858-790-1521	13915 Daielson St. #20	Poway	Ca	92064



**Metropolitan
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DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 10/12/23

Agenda Item No. 17

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

October 19, 2023

SUBJECT:

Uninterruptible Power Supply (UPS) Maintenance and Information Technology (IT) Asset
Inventory Assessment Report – Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2009.6-17 (in substantially the same format as Attachment A), with Schneider Electric IT Corporation (Schneider), increasing the contract value in the amount of \$177,593.00, bringing the contract total to \$1,595,856.76.

Budget Impact

The total cost of this project is estimated to be \$177,593.00. This amendment is funded by Operating Budget 661010-571250 - Information Technology (IT).

PROJECT DESCRIPTION	AMOUNT
One (1) Year Preventative Maintenance Extension 11/15/23-11/14/24	\$ 162,003.00
Standalone Rack Assessment Service	\$ 15,590.00
AMENDMENT NO. 6 GRAND TOTAL:	\$ 177,593.00

DISCUSSION:

UPS units provide continuous power during an emergency to maintain network and systems operations during power fluctuations and outages. The UPS units protect hardware such as computers, data centers, telecommunication equipment and other critical electronic equipment.

MTS has IT equipment deployed to all trolley stations, and located in communication cabinets along the right-of-way. These cabinets are secured (locked) with access limited to authorized staff. The computer equipment within these cabinets supports closed circuit television (CCTV), Public Announcement (PA), network switches, fare system communication, and track control. All of these systems are connected through a UPS or multiple UPS units in order to protect them



from damage during a power loss or power fluctuations. The UPS units installed at MTS trolley stations were initially procured on behalf of MTS by the San Diego Association of Governments (SANDAG) beginning in 2012 and were primarily manufactured by Schneider.

In 2015, after the completion of the Trolley Renewal Project, SANDAG turned over the operational support of the trolley stations to MTS which included the UPS units. All of the UPS units had been installed with an original manufacturer's one-year warranty, which had expired by the time MTS took over operational support.

On September 21, 2017 (AI 9), the MTS Board of Directors approved MTS Doc. No. G2009.0-17 with Schneider to provide on-site repair and support services for all UPS units deployed throughout MTS facilities. This agreement was for a three-year base term and two option years, exercisable at MTS's sole discretion. The contract was extended for one (1) year under Amendment 5. Due to other ongoing IT projects happening during FY24 that may affect this service going forward, this amendment seeks to extend the existing preventative maintenance support agreement for one (1) additional year and have an inventory assessment performed.

In comparison to staff's Independent Cost Estimate (ICE) based on past purchase history the initial quote received from Schneider was 9.2% higher than expected. After an initial negotiation, Schneider provided discounts over \$8,000 bringing the pricing gulf to 4.8% over the ICE. A final request for revision did not yield any price change, but the exchange did note that the warranty period of five (5) three-phase UPS units ends January 30, 2024. Since several large UPS units fall out of warranty during this extension period, staff has determined the cost to be fair and reasonable.

Therefore, staff recommends MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2009.6-17 (in substantially the same format as Attachment A), with Schneider, increasing the contract value in the amount of \$177,593.00, bringing the contract total to \$1,595,856.76.

/S/ Sharon Cooney
Sharon Coney
Chief Executive Officer

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

Attachments: A. Draft Amendment MTS Doc No G2009.6-17
B. Cost Form

Amendment 6

Date: October 19, 2023

MTS Doc No. G2009.6-17

SCHNEIDER ELECTRIC UNINTERRUPTIBLE POWER SUPPLY (UPS) MAINTENANCE SUPPORT AND IT ASSET INVENTORY

Scheider Electric IT Corporation
Courtney Forget
Director
5081 Collections Center Drive
Chicago, IL 60693-5081

This shall serve as Amendment No. 6 to the original agreement G2009.0-17 as further described below.

SCOPE

Contractor has been providing UPS maintenance and support services since November 15, 2017. Under this Amendment, Contractor shall extend maintenance and support services one (1) year and perform an IT asset inventory assessment report (Attachment A).

SCHEDULE

This amendment shall extend the term of the agreement one (1) year to November 14, 2024.

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$177,593.00. The total value of this contract including this amendment shall be in the amount of \$1,595,856.76. 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

Courtney Forget, Director
Schneider Electric IT Corporation

Date: _____

Attachments:

A. Schneider Maintenance Support and Inventory Report Quote



Schneider Electric IT Global Field Services

Schneider Electric Reference: OP-230718-13401136
Service Quote Number 2023-1941542-1
Quote Date 9/28/2023
Prepared by Albert Lawrence Monton

Prepared For San Diego Metropolitan Transit Systems
Sales Contact Ian Burrows

SCHNEIDER ELECTRIC IT CORP.

70 Mechanic Street - Foxboro, MA 02035 -
<http://www.schneider-electric.com>

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Electric

San Diego Metropolitan Transit Systems**Products and Services (All Prices in USD)****Installed Sites****San Diego Metropolitan Transit System**

SDMTS Data Centers, Operations Sites, Trolley Stations, and Transit Centers.

Product Description	Qty	Ext. Net Price
QWVUPSSA-QJRA78524-00 – STANDALONE RACK ASSESSMENT SERVICE Includes: <ul style="list-style-type: none"> ▪ Rack Assessment Services. ▪ Labor to diagram all IT gear in each communication enclosure, MDF and IDF closet containing a UPS unit at SDMTS locations. ▪ Normal business hours M-F, 8AM-5PM 	1	\$ 15,590.00
QWVUPS-QJRA55394-00 - 1 Year Onsite Support Agreement for (150) UPS units, (101) Battery Packs and (54) 30A ATS units at SDMTS Data Centers, Operations Sites, Trolley Stations, and Transit Centers. Features: <ul style="list-style-type: none"> ▪ Parts, Labor, and Travel for any required repairs during contract period. ▪ (1) PM Visit 5x8 for APC 25kW Galaxy VS units. ▪ (1) PM Visit 7x24 for Eaton 80kVA 9390 units. ▪ Response Time for each UPS unit specified in Exhibit A. Exclusions: <ul style="list-style-type: none"> ▪ Batteries, Capacitors, and Fans for APC 25kW Galaxy VS units. ▪ Batteries, Capacitors, and Fans for Eaton 80kVA 9390 units. ▪ Repairs or support of any UPS unit, Battery Pack, or ATS unit not listed in Exhibit A will be quoted on a Time & Materials basis. 	1	\$ 162,003.00

QUOTE TOTAL (USD) \$ 177,593.00The quote total above **does not include** Freight or Applicable Taxes.

All services will be performed during normal business hours, unless an off-hours upgrade is purchased, and with standard accessibility (no stairs, no scale...). Otherwise, Services will not be executed, and additional cost will have to be applied.

As part of our commitment to improve your experience, we would like you to share your feedback on the above Quotation.

Tell us how we did ...
Click on the button to rate your quotation experience

CLICK HERE



General Conditions

Date

Quote validity:	11/14/2023
Contract Start Date:	11/15/2023
Contract End Date:	11/14/2024

Billing detail

Payment term:	NET 30 DAYS
Bill to address:	SAN DIEGO METROPOLITAN TRANSIT SYSTEM ACCOUNTING DEPARTMENT SAN DIEGO CA, 92101 UNITED STATES

Terms and Conditions

ANY ORDER PLACED PURSUANT TO THIS QUOTATION SHALL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS SET FORTH AT

https://www.apc.com/salestools/CFOT-AHJQSX/CFOT-AHJQSX_R0_EN.pdf

SCHNEIDER ELECTRIC IT CORP.
70 Mechanic Street - Foxboro, MA 02035 -
<http://www.schneider-electric.com>

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Electric

PURCHASE ORDERS NEED TO BE ADDRESSED TO:

SCHNEIDER ELECTRIC IT CORP. - 5081 Collections Center Drive - Chicago, Illinois 60693 -

Schneider Electric accepts purchase orders placed using the following modes of transmission:

EMAIL: purchaseorders@schneider-electric.com **FAX:** 401-792-2313

Please only send original Po requests to the above email or fax number. Once submitted, all inquiries regarding PO's should be directed to the respective coordinator.

PURCHASE ORDER (PO) CHECKLIST

The data below is required for order processing and needs to be stated on each PO. Please note that missing information may cause order processing delays.

NOTE: Tax & freight are not to be included as line items

MANDATORY

- **Quotation ID# if applicable**
- Bill to Address (Account # with Schneider if known)
- PO Number
- Freight & Delivery Terms
- Payment Terms
- Ship To Address
- Partial Shipment Allowed - Yes/No (May not ship complete)
- Shipping Contact Name & Phone Number
- Part # and Quantity
- Price per Unit
- Total Line Value
- Requested date of delivery/collection
- Purchaser's Name & Contact #
- Purchaser's email address (used for order/shipping notices)
- **Service Orders:** Model, Serial Number, End User contact name & phone number
- **Custom Orders:** Delivery Check list (if delivery requires more than Dock to Dock)
- **Solution Orders:** ISX solution #, Opportunity ID
- Export Documentation Requirements
- Site Inspection Requirements
- 3rd Party Freight Billing Details (Carrier and Account #, contact name and number, freight billing address)

SCHNEIDER ELECTRIC IT CORP.
70 Mechanic Street - Foxboro, MA 02035 -
<http://www.schneider-electric.com>

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Exhibit A

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
A Building (OCC) - 12 South 13th Street	GXT2-3000RT120 #08289R1150AF091	Yes	No	No
A Building (OCC) - 12 South 13th Street	GXT2-6000RT208 #09015R0038BW571	Yes	No	No
A Building (OCC) - 12 South 13th Street	SMT1500 #AS1134311709	Yes	No	No
A Building (OCC) - 12 South 13th Street	SMT1500 #AS1134311711	Yes	No	No
A Building (OCC) - 12 South 13th Street	SMT2200RM2U #JS1114013334	Yes	No	No
A Building (OCC) - 12 South 13th Street	SUA2200 #TBD	Yes	No	No
A Building (OCC) - 12 South 13th Street	SUA2200RM2U #JS0703007721	Yes	No	No
A Building (OCC) - 12 South 13th Street	SUA3000RM2U #JS1104018801	Yes	No	No
A Building (OCC) - 12 South 13th Street	SURTA3000RMXL3U #QS1540240065	Yes	No	No
A Building (OCC) - 12 South 13th Street	SURT192RMXLB3U #7S1545L02425	Yes	No	No
A Building (OCC) - 12 South 13th Street	SURT192RMXLB3U #7S1545L02549	Yes	No	No
Alvarado Medical Center - 6658 Alvarado Rd	AP4453 #5A1832T21693	No	Yes	No
Alvarado Medical Center - 6658 Alvarado Rd	SRT3000RMXLA #AS1828190440	No	Yes	No
Alvarado Medical Center - 6658 Alvarado Rd	SRT96RMBP #7S1825L00483	No	Yes	No
Amaya Drive - 9100 Amaya Dr	AP4453 #5A1832T21697	No	Yes	No
Amaya Drive - 9100 Amaya Dr	SRT3000RMXLA #AS1827293294	No	Yes	No
Amaya Drive - 9100 Amaya Dr	SRT96RMBP #7S1828L02314	No	Yes	No
America Plaza - 4211 Camino De La Plaza	AP4453 #5A1832T93242	No	Yes	No
America Plaza - 4211 Camino De La Plaza	SRT3000RMXLA #AS1828190485	No	Yes	No
America Plaza - 4211 Camino De La Plaza	SRT96RMBP #7S1828L00707	No	Yes	No
Arnele Avenue - 762 N Marshall Ave	AP4453 #5A1832T93243	No	Yes	No
Arnele Avenue - 762 N Marshall Ave	SRT3000RMXLA #AS1827293308	No	Yes	No
Arnele Avenue - 762 N Marshall Ave	SRT96RMBP #7S1825L00481	No	Yes	No
B Building - 1341 Commercial Street	SMT3000RM2U #JS1110012191	Yes	No	No
B Building - 1341 Commercial Street	SURTA1500RMXL2U #QS1343342083	Yes	No	No
B Building - 1341 Commercial Street	SURTA3000RMXL3U #QS1352140686	Yes	No	No
B Building - 1341 Commercial Street	SURT192RMXLB3U #8S1413F15518	Yes	No	No
B Building - 1341 Commercial Street	SURT192RMXLB3U #8S1413F15529	Yes	No	No
Balboa Transit Center Station	SRT3000RMXLA #AS1928193330	No	Yes	No
Balboa Transit Center Station	SRT96RMBP	No	Yes	No
Balboa Transit Center Station	SRT96RMBP	No	Yes	No
Barrio Logan - 1910 Harbor Dr	AP4453 #5A1832T21681	No	Yes	No
Barrio Logan - 1910 Harbor Dr	SRT3000RMXLA #AS1828190491	No	Yes	No
Barrio Logan - 1910 Harbor Dr	SRT96RMBP #7S1828L00675	No	Yes	No
Beyer Boulevard - 4035 Beyer Blvd	AP4453 #5A1832T93226	No	Yes	No
Beyer Boulevard - 4035 Beyer Blvd	SRT3000RMXLA #AS1827293292	No	Yes	No
Beyer Boulevard - 4035 Beyer Blvd	SRT96RMBP #7S1828L00733	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX3000RMLV2U #AS1723160306	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX3000RMLV2UNC #AS1738160621	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Boulevard Transit Plaza - 4024 El Cajon Blvd	SMX120RMBP2U #TBD	No	Yes	No
Building B Revenue Processing Room	SUA2200 #IS1128009468	Yes	No	No
Building C IDF 1st floor	SMX3000RMLV2U #AS1727163149	Yes	No	No
Building C IDF 1st floor	SMX120RMBP2U	Yes	No	No
Building C IDF 1st floor	SMX120RMBP2U	Yes	No	No
C Building - 1535 Newton Avenue	SMX2000RMLV2UNC #AS1649264573	Yes	No	No
City College - C St & 11th Ave	AP4453 #5A1832T21680	No	Yes	No
City College - C St & 11th Ave	SRT3000RMXLA #AS1828190435	No	Yes	No
City College - C St & 11th Ave	SRT96RMBP #7S1825L00478	No	Yes	No
Civic Center - 202 C St	AP4453 #5A1832T93225	No	Yes	No
Civic Center - 202 C St	SRT3000RMXLA #AS1828190432	No	Yes	No
Civic Center - 202 C St	SRT96RMBP #7S1824L02158	No	Yes	No
Clairemont Drive Trolley Station	SRT3000RMXLA #AS2050292311	No	Yes	No
Clairemont Drive Trolley Station	SRT96RMBP	No	Yes	No
Clairemont Drive Trolley Station	SRT96RMBP	No	Yes	No
Convention Center - 301 K St	AP4453 #5A1832T93224	No	Yes	No
Convention Center - 301 K St	SRT3000RMXLA #AS1828190434	No	Yes	No
Convention Center - 301 K St	SRT96RMBP #7S1828L00573	No	Yes	No
Courthouse Station - 330 West C Street	AP4453 #5A1832T93246	No	Yes	No
Courthouse Station - 330 West C Street	SRT3000RMXLA #AS1827293289	No	Yes	No
Courthouse Station - 330 West C Street	SRT96RMBP #7S1829L01644	No	Yes	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
D Building - 1501 National Avenue	SMT1500 #AS1134211506	Yes	No	No
Del Lago - 3310 Del Lago Blvd	SMT2200 #S1212002698	No	Yes	No
E Street - 750 E St	AP4453 #5A1832T93237	No	Yes	No
E Street - 750 E St	SRT3000RMXLA #AS1827293284	No	Yes	No
E Street - 750 E St	SRT96RMBP #7S1828L02313	No	Yes	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1539141387	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1626261539	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1723363554	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #AS1726254029	Yes	No	No
El Cajon TransDev - 1213 N Johnson Ave	SMT3000RM2U #TBD	Yes	No	No
El Cajon Transit Center - 352 S Marshall Ave El Cajon	AP4453 #5A1832T93220	No	Yes	No
El Cajon Transit Center - 352 S Marshall Ave El Cajon	SRT3000RMXLA #AS1828190436	No	Yes	No
El Cajon Transit Center - 352 S Marshall Ave El Cajon	SRT96RMBP #7S1824L02121	No	Yes	No
Encanto/62nd Street - Akins Ave & 62nd St	AP4453 #5A1832T21673	No	Yes	No
Encanto/62nd Street - Akins Ave & 62nd St	SRT3000RMXLA #AS1827293293	No	Yes	No
Encanto/62nd Street - Akins Ave & 62nd St	SRT96RMBP #7S1828L02312	No	Yes	No
Euclid Ave & Market St - 450 Euclid Ave	AP4453 #5A1832T93272	No	Yes	No
Euclid Ave & Market St - 450 Euclid Ave	SRT3000RMXLA #AS1827293297	No	Yes	No
Euclid Ave & Market St - 450 Euclid Ave	SRT96RMBP #7S1825L00087	No	Yes	No
Executive Drive Trolley Station	GVSP52SKF #ID2036012016	Yes	No	No
Fashion Valley - 1205 Fashion Valley Rd	AP4453 #5A1832T93275	No	Yes	No
Fashion Valley - 1205 Fashion Valley Rd	SRT3000RMXLA #AS1827293278	No	Yes	No
Fashion Valley - 1205 Fashion Valley Rd	SRT96RMBP #7S1829L01645	No	Yes	No
Fenton Parkway - 2288 Fenton Pkwy	AP4453 #5A1832T93233	No	Yes	No
Fenton Parkway - 2288 Fenton Pkwy	SRT3000RMXLA #AS1828190433	No	Yes	No
Fenton Parkway - 2288 Fenton Pkwy	SRT96RMBP #7S1828L02317	No	Yes	No
Gaslamp Quarter - 614 5th Ave Ste E	AP4453 #5A1832T93229	No	Yes	No
Gaslamp Quarter - 614 5th Ave Ste E	SRT3000RMXLA #AS1827293270	No	Yes	No
Gaslamp Quarter - 614 5th Ave Ste E	SRT96RMBP #7S1825L00113	No	Yes	No
Gillespie Field - 1990 N Cuyamaca Ave	AP4453 #5A1832T21675	No	Yes	No
Gillespie Field - 1990 N Cuyamaca Ave	SRT3000RMXLA #AS1827293275	No	Yes	No
Gillespie Field - 1990 N Cuyamaca Ave	SRT96RMBP #7S1825L00073	No	Yes	No
Grantville - 4510 Alvarado Canyon Rd	AP4453 #5A1832T21704	No	Yes	No
Grantville - 4510 Alvarado Canyon Rd	SRT3000RMXLA #AS1828190471	No	Yes	No
Grantville - 4510 Alvarado Canyon Rd	SRT96RMBP #7S1825L00068	No	Yes	No
Grossmont - 8601 Fletcher Pkwy	AP4453 #5A1832T21696	No	Yes	No
Grossmont - 8601 Fletcher Pkwy	SRT3000RMXLA #AS1828190437	No	Yes	No
Grossmont - 8601 Fletcher Pkwy	SRT96RMBP #7S1825L00482	No	Yes	No
H Street - 745 H St	AP4453 #5A1832T93236	No	Yes	No
H Street - 745 H St	SRT3000RMXLA #AS1827293302	No	Yes	No
H Street - 745 H St	SRT96RMBP #7S1828L00674	No	Yes	No
Harborside - 1325 S 28th St	AP4453 #5A1832T93286	No	Yes	No
Harborside - 1325 S 28th St	SRT3000RMXLA #AS1828190492	No	Yes	No
Harborside - 1325 S 28th St	SRT96RMBP #7S1828L02318	No	Yes	No
Hazard Center - 7611 Hazard Ctr Dr	AP4453 #5A1832T93240	No	Yes	No
Hazard Center - 7611 Hazard Ctr Dr	SRT3000RMXLA #AS1828190486	No	Yes	No
Hazard Center - 7611 Hazard Ctr Dr	SRT96RMBP #7S1829L01643	No	Yes	No
Imperial Avenue Division (IAD) - 100 16th Street	GXT2-6000RT208 #0614400094BW572	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	GXT2-6000RT208 #07024R0001BW571	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	GXT2-6000RT208 #08052R0102BW571	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1134211554	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1413214951	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1413223348	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1414221880	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1419224504	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1414222036	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1419224504	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT1500 #AS1419224549	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT2200RM2U #JS1114013291	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT2200RM2U #JS1114013337	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT3000RM2U #IS1136000145	Yes	No	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
Imperial Avenue Division (IAD) - 100 16th Street	SMT3000RM2U #IS1136000147	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMT3000RM2U #IS1136000148	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX1500RM2U #AS1814133531	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX2000RMLV2UNC #AS1649264568	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2U #AS1815360478	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1545142433	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1627160587	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1644264262	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1701261822	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX3000RMLV2UNC #AS1824254816	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SRT6KRMXLT-5KTF #AS2126170864	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SU5000RMLT5U #NS0632015670	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SUA2200XL #AS1131242687	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SUA5000RMT5U #IS1125004596	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SUA750RM1U #AS0747210721	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURTD5000XLT #NS0647032018	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURTD5000XLT #QS1429271613	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SYA16K16RMP #QD1415260365	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURT15KRMXLT #IS1248004979	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1537L32400	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1541L08167	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1612L02486	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1612L17792	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1638L40368	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1640L23985	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1704L31808	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SMX120RMBP2U #7A1704L31809	Yes	No	No
Imperial Avenue Division (IAD) - 100 16th Street	SURT192RMLBP2 #IS1249002343	Yes	No	No
Iris Avenue - 3120 Iris Ave	AP4453 #5A1832T93230	No	Yes	No
Iris Avenue - 3120 Iris Ave	SRT3000RMXLA #AS1827293309	No	Yes	No
Iris Avenue - 3120 Iris Ave	SRT96RMBP #7S1828L02320	No	Yes	No
Kearny Mesa Division (KMD) - 4630 Ruffner Road	SMT1500 #AS1134211496	Yes	No	No
Kearny Mesa Division (KMD) - 4630 Ruffner Road	SMX2000RMLV2UNC #AS1649264574	Yes	No	No
KMD Service Lanes	SRT3000RMXLA #AS1829294415	Yes	No	No
KMD Service Lanes	SRT96RMBP	Yes	No	No
KMD Service Lanes	SRT96RMBP	Yes	No	No
La Mesa Blvd - 4700 Spring St	AP4453 #5A1832T21701	No	Yes	No
La Mesa Blvd - 4700 Spring St	SRT3000RMXLA #AS1827293298	No	Yes	No
La Mesa Blvd - 4700 Spring St	SRT96RMBP #7S1828L00575	No	Yes	No
Lemon Grove Depot - 3443 Main St	AP4453 #5A1832T21705	No	Yes	No
Lemon Grove Depot - 3443 Main St	SRT3000RMXLA #AS1828190468	No	Yes	No
Lemon Grove Depot - 3443 Main St	SRT96RMBP #7S1828L00576	No	Yes	No
Little Italy - Pacific Hwy & W Cedar St	AP4453 #5A1832T93227	No	Yes	No
Little Italy - Pacific Hwy & W Cedar St	SRT3000RMXLA #AS1827293283	No	Yes	No
Little Italy - Pacific Hwy & W Cedar St	SRT96RMBP #7S1828L00741	No	Yes	No
Massachusetts Avenue - 1787 San Altos Pl	AP4453 #5A1832T93231	No	Yes	No
Massachusetts Avenue - 1787 San Altos Pl	SRT3000RMXLA #AS1828190470	No	Yes	No
Massachusetts Avenue - 1787 San Altos Pl	SRT96RMBP #7S1825L00110	No	Yes	No
MiddleTown - 1396 Palm St	AP4453 #5A1832T21694	No	Yes	No
MiddleTown - 1396 Palm St	SRT3000RMXLA #AS1827293258	No	Yes	No
MiddleTown - 1396 Palm St	SRT96RMBP #7S1828L00748	No	Yes	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SMT3000RM2U #JS1110012187	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SMX2000RMLV2UNC #AS1649264570	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SUA1500 #AS0442132150	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SUA1500RM2U #AS0745332314	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT8000RMLT #QS1244150685	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #IS08300003670	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #IS0922002918	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #NS0547002358	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #NS0631028821	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLBP #NS0648018037	Yes	No	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLB #NS0708009780	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLB #NS0721023320	Yes	No	No
Mills Building - 1255 Imperial Avenue, Suite 1000	SURT192XLB #NS0746006640	Yes	No	No
Mira Mesa - Miramar College Transit Station	SMX3000RMLV2UNC #AS1328246447	No	Yes	No
Mira Mesa - Miramar College Transit Station	SMX3000RMLV2UNC #AS1333237555	No	Yes	No
Mission San Diego - Ward Rd & Rancho Mission Rd	AP4453 #5A1832T93262	No	Yes	No
Mission San Diego - Ward Rd & Rancho Mission Rd	SRT3000RMXLA #AS1828190429	No	Yes	No
Mission San Diego - Ward Rd & Rancho Mission Rd	SRT96RMBP #7S1824L02100	No	Yes	No
Mission Valley Center - 1400 Camino De La Reina	AP4453 #5A1832T21686	No	Yes	No
Mission Valley Center - 1400 Camino De La Reina	SRT3000RMXLA #AS1827293274	No	Yes	No
Mission Valley Center - 1400 Camino De La Reina	SRT96RMBP #7S1828L00693	No	Yes	No
Morena/Linda Vista - Gaines St And Napa St	AP4453 #5A1832T93228	No	Yes	No
Morena/Linda Vista - Gaines St And Napa St	SRT3000RMXLA #AS1827293279	No	Yes	No
Morena/Linda Vista - Gaines St And Napa St	SRT96RMBP #7S1828L00749	No	Yes	No
Nobel Drive Transit Center	GVSUPS25KF #ID1952001814	Yes	No	No
OCC Inside Electrical Room	Eaton PW9390-80 S/N EG013CBC05	No	Yes	No
OCC Inside Electrical Room	Eaton PW9390-80 S/N EX192CAA03	No	Yes	No
Old Town - 4005 Taylor St	AP4453 #5A1832T93257	No	Yes	No
Old Town - 4005 Taylor St	SRT3000RMXLA #AS1828190431	No	Yes	No
Old Town - 4005 Taylor St	SRT96RMBP #7S1824L02099	No	Yes	No
Pacific Fleet - E Harbor Dr & S 32nd St	AP4453 #5A1832T21671	No	Yes	No
Pacific Fleet - E Harbor Dr & S 32nd St	SRT3000RMXLA #AS1827293281	No	Yes	No
Pacific Fleet - E Harbor Dr & S 32nd St	SRT96RMBP #7S1828L02323	No	Yes	No
Palm Avenue - 2340 Palm Ave	AP4453 #5A1832T93241	No	Yes	No
Palm Avenue - 2340 Palm Ave	SRT3000RMXLA #AS1827293285	No	Yes	No
Palm Avenue - 2340 Palm Ave	SRT96RMBP #7S1828L02322	No	Yes	No
Palomar Street - 1265 Industrial Blvd	AP4453 #5A1832T21707	No	Yes	No
Palomar Street - 1265 Industrial Blvd	SRT3000RMXLA #AS1827293312	No	Yes	No
Palomar Street - 1265 Industrial Blvd	SRT96RMBP #7S1829L01653	No	Yes	No
Park & Market - Park Blvd & Market St	AP4453 #5A1832T93213	No	Yes	No
Park & Market - Park Blvd & Market St	SRT3000RMXLA #AS1828190490	No	Yes	No
Park & Market - Park Blvd & Market St	SRT96RMBP #7S1828L00699	No	Yes	No
Pepper Canyon Trolley Station	GVSUPS25KF #ID2020003960	Yes	No	No
Qualcomm Stadium - 9449 Friars Rd	AP4453 #5A1832T21670	No	Yes	No
Qualcomm Stadium - 9449 Friars Rd	SRT3000RMXLA #AS1827293300	No	Yes	No
Qualcomm Stadium - 9449 Friars Rd	SRT96RMBP #7S1828L00579	No	Yes	No
Rancho Bernardo - 16785 W Bernardo Dr	SMT2200 #IS1212002700	No	Yes	No
Rio Vista - 2185 Station Village Way	AP4453 #5A1832T21672	No	Yes	No
Rio Vista - 2185 Station Village Way	SRT3000RMXLA #AS1828190439	No	Yes	No
Rio Vista - 2185 Station Village Way	SRT96RMBP #7S1828L00573-2	No	Yes	No
Sabre Spring - 13538 Sabre Springs Pkwy	SMX3000RMLV2UNC #AS1338236726	No	Yes	No
San Ysidro - San Ysidro Transit Center	AP4453 #5A1832T93253	No	Yes	No
San Ysidro - San Ysidro Transit Center	SMX3000LV #AS1332137146	No	Yes	No
San Ysidro - San Ysidro Transit Center	SMX3000RMLV2UNC #AS1427246270	No	Yes	No
San Ysidro - San Ysidro Transit Center	SMX120BP #7A1505L35786	No	Yes	No
San Ysidro Trolley Station	SMX3000RMLV2U #AS1427246268	No	Yes	No
San Ysidro Trolley Station	SMX120RMBP2U	No	Yes	No
San Ysidro Trolley Station	SMX120RMBP2U	No	Yes	No
Santa Fe Depot - 1100 Kettner Blvd	AP4453 #5A1832T21691	No	Yes	No
Santa Fe Depot - 1100 Kettner Blvd	SRT3000RMXLA #AS1827293272	No	Yes	No
Santa Fe Depot - 1100 Kettner Blvd	SRT96RMBP #7S1828L00678	No	Yes	No
Santee Town Center - 152 Civic Center Dr	AP4453 #5A1832T93238	No	Yes	No
Santee Town Center - 152 Civic Center Dr	SRT3000RMXLA #AS1827293301	No	Yes	No
Santee Town Center - 152 Civic Center Dr	SRT96RMBP #7S1828L00688	No	Yes	No
SDSU - Campanile Dr & Hardy Ave	AP4453 #5A1832T21699	No	Yes	No
SDSU - Campanile Dr & Hardy Ave	SRT3000RMXLA #AS1827293299	No	Yes	No
SDSU - Campanile Dr & Hardy Ave	SRT96RMBP #7S1828L00580	No	Yes	No
Seaport Village - 530 W Market St	AP4453 #5A1832T93249	No	Yes	No
Seaport Village - 530 W Market St	SRT3000RMXLA #AS1828190428	No	Yes	No
Seaport Village - 530 W Market St	SRT96RMBP #7S1824L02132	No	Yes	No
South Bay Division (SBMain) - 3650 Main Street	SMT2200RM2U #JS1114013325	Yes	No	No

Location	Model	4-Hour Response	8-Hour Response	Battery Refresh during Contract Period
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1337140670	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1337140671	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1337140673	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1338143087	Yes	No	No
South Bay Division (SBMain) - 3650 Main Street	SMT3000RM2U #AS1414143638	Yes	No	No
Spring Street - 4250 Spring St	AP4453 #5A1832T93247	No	Yes	No
Spring Street - 4250 Spring St	SRT3000RMXLA #AS1827293291	No	Yes	No
Spring Street - 4250 Spring St	SRT96RMBP #7S1828L02321	No	Yes	No
Stadium	SRT3000RMXLA #QQ1524142212	No	Yes	No
Stadium	SRT96RMBP	No	Yes	No
Stadium	SRT96RMBP	No	Yes	No
Tecolote Station	SRT3000RMXLA #AS1930393181	No	Yes	No
Tecolote Station	SRT96RMBP	No	Yes	No
Tecolote Station	SRT96RMBP	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX3000RMLV2UNC #AS1338237693	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX3000RMLV2UNC #AS1727163159	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX3000RMLV2UNC #AS1727163161	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Ave Transit Plaza - 4023 University Ave	SMX120RMBP2U #TBD	No	Yes	No
University Town Center Trolley Station	GVSUPS25KF #ID2005006844	Yes	No	No
UTC Transit Station	SMX3000RMLV2U #AS1434235857	No	Yes	No
UTC Transit Station	SMX120RMBP2U	No	Yes	No
UTC Transit Station	SMX120RMBP2U	No	Yes	No
Veterans Administration Trolley Station	SRT3000RMXLA #AS1930393184	No	Yes	No
Veterans Administration Trolley Station	SRT96RMBP	No	Yes	No
Veterans Administration Trolley Station	SRT96RMBP	No	Yes	No
Virginia Ave Transit Center - 415-499 Virginia Ave	SMX2000RMLV2UNC #AS2135254032	No	Yes	No
Voigt Drive Trolley Station	GVSUPS25KF #ID2001005202	Yes	No	No
Washington Street - Pacific Hwy And W Washington St	AP4453 #5A1832T21695	No	Yes	No
Washington Street - Pacific Hwy And W Washington St	SRT3000RMXLA #AS1827293264	No	Yes	No
Washington Street - Pacific Hwy And W Washington St	SRT96RMBP #7S1828L00696	No	Yes	No
Wright Street Yard - 2155 Hancock St	SMT1500RM2UC #AS1246114849	No	Yes	No
Yard Tower - (South of OCC) - 12 South 13th Street	SUA2200RM2U #YS0402124403	No	Yes	No
12th & Imperial Ave - Imperial Ave & 12th St	AP4453 #5A1832T93239	No	Yes	No
12th & Imperial Ave - Imperial Ave & 12th St	SRT3000RMXLA #AS1828190430	No	Yes	No
12th & Imperial Ave - Imperial Ave & 12th St	SRT96RMBP #7S1824L02167	No	Yes	No
24th Street - W 22nd St & Wilson Ave	AP4453 #5A1832T93248	No	Yes	No
24th Street - W 22nd St & Wilson Ave	SRT3000RMXLA #AS1827293260	No	Yes	No
24th Street - W 22nd St & Wilson Ave	SRT96RMBP #7S1828L02319	No	Yes	No
25th & Commercial - Commercial St & 25th St	AP4453 #5A1832T21706	No	Yes	No
25th & Commercial - Commercial St & 25th St	SRT3000RMXLA #AS1828190494	No	Yes	No
25th & Commercial - Commercial St & 25th St	SRT96RMBP #7S1828L00745	No	Yes	No
32nd & Commercial - 3200 Commercial St	AP4453 #5A1832T21690	No	Yes	No
32nd & Commercial - 3200 Commercial St	SRT3000RMXLA #AS1828190482	No	Yes	No
32nd & Commercial - 3200 Commercial St	SRT96RMBP #7S1829L01640	No	Yes	No
47th St - 350 47th St	AP4453 #5A1832T93234	No	Yes	No
47th St - 350 47th St	SRT3000RMXLA #AS1827293282	No	Yes	No
47th St - 350 47th St	SRT96RMBP #7S1828L00706	No	Yes	No
5th Avenue - 500 C St	AP4453 #5A1832T21700	No	Yes	No
5th Avenue - 500 C St	SRT3000RMXLA #AS1827293265	No	Yes	No
5th Avenue - 500 C St	SRT96RMBP #7S1825L00064	No	Yes	No
70th Street - 7255 Alvarado Road	AP4453 #5A1832T21698	No	Yes	No
70th Street - 7255 Alvarado Road	SRT3000RMXLA #AS1828190438	No	Yes	No
70th Street - 7255 Alvarado Road	SRT96RMBP #7S1825L00479	No	Yes	No
8th Street - Harbor Dr & W 8th St	AP4453 #5A1832T93250	No	Yes	No
8th Street - Harbor Dr & W 8th St	SRT3000RMXLA #AS1827293280	No	Yes	No
8th Street - Harbor Dr & W 8th St	SRT96RMBP #7S1828L00700	No	Yes	No