

Executive Committee Agenda

Click link to access the meeting:

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

Zoom Meeting ID

Ways to Join



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

Webinar Features:

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



Smartphone or Tablet: Download the Zoom app and join the meeting by clicking the link or using the webinar ID (found in the link).







Phone:

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



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

Public Comments Made Via Zoom

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

Public Comments Made by Phone Only

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



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



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



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

Instructions for providing in-person public comments:

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

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



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



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



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



Agenda del Comité Ejecutivo

Haga clic en el enlace para acceder a la reunión:

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

Formas de Participar



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

ID de la reunión en Zoom

Funciones del Seminario En Línea:

Levantar la mano	•	Use la herramienta de levantar la mano cada vez que desee hacer un comentario público.
CC	•	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.
<u>A</u>	•	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
- 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 <u>ClerkoftheBoard@sdmts.com</u>, por teléfono al (619) 398-9681 o por correo postal en 1255 Imperial Ave. Suite 1000, San Diego CA 92101.



Executive Committee Agenda

April 11, 2024 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

This item has a two minute per speaker time limit. If you have a report to present, please give your copies to the Clerk of the Board.

3. Approval of Minutes

Approve

Action would approve the March 7, 2024 Executive Committee meeting Minutes.

DISCUSSION AND REPORT ITEMS

4. Independent Salary Study Results – Implementation of Recommended Pay Grades and Ranges

Adopt/Approve

Action would forward a recommendation to the Board of Directors to: (1) adopt the pay ranges recommended by independent compensation consultant The Segal Company effective May 1, 2024, and (2) authorize the Chief Executive Officer (CEO) to implement the results of the independent compensation study.

OTHER ITEMS

- 5. Review of Draft April 25, 2024 MTS Board Agenda
- 6. Staff Communications and Committee Member Communications
- 7. Next Meeting Date: May 9, 2024
- 8. Adjournment



CALL – IN PUBLIC COMMENT

The Original DRA, provided a public comment for agenda item #2. A paraphrased version of The Original DRA's statement will be reflected in the minutes.

PUBLIC SPEAKER DISCLAIMER

INSTRUCTIONS

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BOARD OF DIRECTORS MEETING

General Public Comment at the beginning of the agenda will be limited to five speakers with the standard two-minute limit, unless otherwise directed by the Chair. Additional speakers with general public comments will be heard at the end of the meeting.

MEETING RECORD

A paraphrased version of this comment will be included in the minutes. The full comment can be heard by reviewing the recording posted on the respective meeting website: https://www.sdmts.com/about/meetings-and-agendas.



MINUTES

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM

EXECUTIVE COMMITTEE

March 7, 2024

[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 9:02 a.m. A roll call sheet listing Executive Committee member attendance is attached.

2. Public Comment

Ozzy Meneses – Provided a verbal statement to the Board during the meeting. Ozzy outlined his work history and advertised his consulting business on public affairs and relations.

The Original DRA – Provided a verbal statement to the Board during the meeting. The Original DRA expressed dissatisfaction with alleged asylum seekers that were utilizing free public transportation and believed that the youth opportunity pass (YOP) is dangerous for youth without additional security measures.

3. Approval of Minutes

Board Member Moreno moved to approve the minutes of the February 1, 2024, MTS Executive Committee meeting. Vice Chair Goble seconded the motion, and the vote was 5 to 0 in favor with Board Member Montgomery Steppe and Board Member Bush absent.

DISCUSSION ITEMS

4. Rapid 227 Service in Imperial Beach (Denis Desmond)

Denis Desmond, MTS Director of Planning and Scheduling, along with Beverly Neff, Senior Transportation Planner, presented on Rapid 227 Service in Imperial Beach. Mr. Desmond outlined: the route timeline, grant funding, ridership, and current and future service in Imperial Beach.

Committee Comment

Board Member Moreno did not support changes to the route that would reduce her community's access to the beach. She deferred to MTS staff as the expert matter for such recommendations for route adjustments.

Board Member Elo-Rivera encouraged additional public education outreach. Sharon Cooney, MTS Chief Executive Officer, acknowledged that historically, various communities throughout the region have expressed route push back on new routes, and now, those same communities advocate for additional transit options.

Action Taken

No action taken. Informational item only.

5. Vehicle Assignment and Transit Amenities Policies (Samantha Leslie & Denis Desmond)

Mr. Desmond and Samantha Leslie MTS Deputy General Counsel, presented on Vehicle Assignment and Transit Amenities Policies. They outlined: Title VI policy background, vehicle assignment policy, transit amenities policy, monitoring policies, and next steps.

Committee Comment

Board Member Moreno believed that MTS amenities are critical to attracting and retaining ridership. She asked staff to show which stops would have enhanced amenities if funding was available. She added that the agency's goal should be to develop a plan to identify bus stops in the service area that should receive enhanced amenities, asked for a cost estimate of such analysis, and encouraged staff to seek funding. Board Member Moreno advocated for a transit amenities plan, coupled with the policy. She also suggested revising the proposed policy to include the operation and maintenance of restrooms, along with identifying gaps in restroom access across the system. Board Member Moreno also advocated for a minimum number of validators at each platform.

Vice Chair Goble asked staff to explain the distinction between active memorandum of understanding agreements (MOU) and no MOU referenced in the key to slide 7. Mr. Desmond replied that some cities have agreements for MTS to provide amenities, while others do not. He asked who would fund the addition or enhancement of amenities. Mr. Desmond replied that unless there is an MOU in place, each city is responsible for enhancements and additions of bus stop amenities. Vice Chair Goble asked if MTS would be open to establishing additional agreements. Ms. Cooney confirmed that MTS is open to growing those agreements. She noted that while this would reduce Transportation Development Act (TDA) funding to the applicable city, it would allow MTS to upgrade the station and generate advertisement revenue. Vice Chair Goble asked if all shelters would have advertisement displays. Mr. Desmond noted that advertisements are based on the infrastructure and location of shelters.

Board Member Elo-Rivera asked if all of MTS's amenities are supported by contractors. Mr. Desmond responded that depending on the amenity and location, bus shelters, bus benches. elevators and escalators are serviced by MTS contractors; and transit centers, trolley stations, ticket vending machines and validators are serviced by MTS staff. Board Member Elo-Rivera asked how the agency determines when MTS staff versus a contractor should perform the work. Mr. Desmond replied that due to the volume of bus amenities, these services are more often contracted out. Karen Landers, MTS General Counsel, added that advertisement obligations have been bundled with the maintenance of the bus stop amenities. Board Member Elo-Rivera was curious if amenities attracted ridership, and encouraged CalEnviroscreen as a useful tool to assure equity in amenities across the system. Board Member Elo-Rivera asked staff if it would be helpful to articulate the Board's directive for restrooms through a formal policy. Ms. Cooney assured the Board that staff understands the Boards directive and noted the transit-oriented development restrooms being built. She stated that staff is actively working with the jurisdictions of adjacent restroom owners to MTS stops. She listed an MOU agreement slated for the Board's approval at the upcoming May meeting for SDSU station restroom re-opening. Board Member Elo-Rivera advocated for the access of restrooms in heavily transited bus and trolley stops, and he was concerned about how MTS was prioritizing restroom access. He also asked about the re-implementation timeline of a bus bench in his jurisdiction. Mr. Desmond assured Board Member Elo-Rivera that they would check on the status of the bus bench.

Vice Chair Goble asked about advertisement at bus shelters. He expressed concern over alcohol advertisements that would be advertised in low-income communities. He asked if it would be possible to exclude such advertisements in his region.

Action Taken

No action taken. Informational item only.

OTHER ITEMS

6. Review of Draft March 14, 2024 Board Agenda

Recommended Consent Items

- 3. Approval of Minutes
 - Action would approve the February 8, 2024 Board of Director meeting minutes.
- 4. Public Hearing: Proposed Amendments to For-Hire Vehicle Services Regulations Action would 1) Adopt the proposed amendments to MTS Ordinance No. 11 ""An Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City and the County by the Adoption of a Uniform Paratransit Ordinance"; 2) Waive the requirements of MTS Board Policy No. 22 "Rules of Procedure for MTS Board of Directors," Sections 22.4.3, stating all ordinances shall be read in full either at the time of introduction or passage (per MTS Board Policy No. 22, unanimous vote of the Board members present is required in order to waive further reading); and 3) Approve the proposed revisions to MTS Board Policy No. 34 "For-Hire Vehicle Services."
- 5. Adoption of 2024 Conflict of Interest Code Amendment
 Action would 1) Adopt Resolution No. 24-02 amending the MTS Conflict of Interest
 Code pursuant to the Political Reform Act of 1974; 2) Adopt the amended 2024 MTS
 Conflict of Interest Code; and 3) Forward the amended 2024 MTS Conflict of Interest
 Code to the County of San Diego (the designated code-reviewing body) (Gov. Code §
 82011) requesting approval of the amendment as required under Government Code
 section 87303.
- 6. Addition of Full-Time Equivalent (FTE) Position: Staff Attorney
 Action would authorize the Chief Executive Officer (CEO) to add one (1) Staff Attorney
 to the position tables previously approved in the Fiscal Year 2024 budget.
- 7. Investment Report Quarter Ending December 31, 2023
- 8. Bayside Double Track Imperial Avenue Transit Center (IMT) Construction Management (CM) Services Work Order Amendment
 Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM05.01 under MTS Doc. No. G2498.0-21, with Kleinfelder Construction Services, Inc. (KCS), to CM Services for the Bayside Double Track IMT project in the amount of \$318,443.22.

- 9. Trolley On-Board Video Surveillance System (OBVSS) Preventative
 Maintenance, Repairs and All Related Support Services Contract Amendment
 Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No.
 L1603.2-22 with Seon Design USA Corp ("Seon") for twenty (20) NH16 systems and
 cameras with installation in the amount of \$238,545.00.
- 10. On-Call Job Order Contracting (JOC) Building and Facilities Construction Services Contract Amendment
- 11. On-Call Job Order Contracting (JOC) General Civil Construction Services Contract Amendment
- 12. On-Call Job Order Contracting (JOC) Railroad Construction Services Contract Amendment
- 13. Job Order Contracting (JOC) Consulting Programming Software Services Contract Amendment
- 14. Propane Fueling Services at Copley Park Division (CPD) Contract Award
 Action would 1) authorize the Chief Executive Officer (CEO) to execute MTS Doc. No.
 B0760.0-24 with Suburban Propane for Propane Fueling Services, in the amount of
 \$14,409,695.44, for a five (5) base year period with two (2) 1-year options, for a total of
 seven (7) years; and 2) 1) Exercise option years at CEO's discretion.
- 15. SAP Support Services Contract Award
 Action would 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No.
 G2782.0-24 with Sage Group Technologies, Inc. (Sage) to provide SAP support

G2782.0-24 with Sage Group Technologies, Inc. (Sage) to provide SAP support services in the amount of \$600,000.00 for a contract period of thirty-two (32) months with one (1) option year. 2) Authorize the CEO to execute MTS Doc. No. G2783.0-24 with Sierra Digital, Inc. (Sierra), a Disadvantaged Business Enterprise (DBE), to provide SAP support services in the amount of \$600,000.00 for a contract period of thirty-two (32) months with one (1) option year. 3) Exercise the option year of each agreement at the CEO's discretion.

- 16. Light Rail Vehicle (LRV) Pantograph Carbon Strips Contract Award
 Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No.
 L1660.0-24 with Schunk Carbon Technology (Schunk) for the purchase of LRV
 Pantograph Carbon Strips for a five (5) year base period in the amount of
 \$687,536.59.
- 17. Property Insurance Renewal
- 18. Excess General Liability (Liability) And Excess Workers' Compensation (Workers' Compensation) Insurance Renewals

Executive Committee March 7, 2024 Page 5 of 5

7. Other Staff Communications and Business

There was no Other Staff Communications and Business discussion.

8. Committee Member Communications and Other Business

There was no Committee Member Communications and Other Business discussion.

9. Next Meeting Date

The next Executive Committee meeting is scheduled for April 11, 2024, at 9:00 a.m.

10. Adjournment

The meeting was adjourned at 9:50 a.m.

/S/ Stephen Whitburn/S/ Dalia GonzalezChairpersonClerk of the BoardSan Diego Metropolitan Transit SystemSan Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

ROLL CALL

MEETING OF (DATE):	Mar	March 7, 2024		CALL TO ORDER (TIME):		9:02 a.m.
RECESS:				ONVE		
CLOSED SESSION:			REC	ONVE	NE:	
PUBLIC HEARING:			REC	ONVE	NE:	
ORDINANCES ADOPT	TED:		ADJ	OURN:	9:50 a.m.	
REPRESENTING	BOARD MEN	MBER	ALTERNA	TE	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
Chair	Whitburn		No Alternate		9:02 a.m.	9:50 a.m.
City of San Diego	Elo-Rivera	\boxtimes	Joe LaCava		9:05 a.m.	9:50 a.m.
County of San Diego	Montgomery Steppe		Vargas		ABSENT	ABSENT
East County	Frank		Hall		9:02 a.m.	9:50 a.m.
SANDAG Transportation Committee	Moreno		Bush		9:02 a.m.	9:50 a.m.
South Bay	Bush		Leyba- Gonzalez		ABSENT	ABSENT
Vice Chair	Goble	\boxtimes	No Alternate		9:02 a.m.	9:50 a.m.

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

CALL – IN PUBLIC COMMENT

The Original DRA, provided a public comment for agenda item #3. A paraphrased version of The Original DRA's statement will be reflected in the minutes.

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BOARD OF DIRECTORS MEETING

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MEETING RECORD

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Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

April 11, 2024

SUBJECT:

Independent Salary Study Results – Implementation of Recommended Pay Grades and Ranges

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to: (1) adopt the pay ranges recommended by independent compensation consultant The Segal Company effective May 1, 2024, and (2) authorize the Chief Executive Officer (CEO) to implement the results of the independent compensation study.

Budget Impact

A \$2,201,242 (6.25%) increase in unrepresented employee base salary cost is anticipated, based on the assumptions and constraints outlined below.

DISCUSSION:

Beginning in late 2021, many San Diego employers faced escalating challenges attracting and retaining qualified talent amid rising inflation, the region's high cost of living, and employment trends such as increased work from home opportunities and "The Great Resignation." MTS faced high frontline employee turnover and was having difficulty attracting applicants for frontline operations positions. In response, MTS adopted a multifaceted approach including improving schedules and other working conditions, as well as offering unnegotiated pay increases to many of its represented employee groups. MTS's efforts to increase frontline employee pay led to pay compression within MTS's front-line supervisory positions.

MTS faces similar challenges attracting and retaining talent in its unrepresented workforce, which is comprised of individual contributors in a variety of roles (e.g., Information Technology, Procurement, and Human Resources), frontline bus and rail supervisors, and managerial positions. Exit interviews of departing employees in 2022 and 2023 show that the leading cause of unproductive/preventable turnover was employees leaving for higher compensation. Some departments experienced a 25% turnover rate in both years, indicating that approximately half of the current staff in those teams have less than two years of tenure with MTS. This level of



turnover leads to significant loss of organizational knowledge, reduced productivity during vacancies and as newer employees are gaining proficiency in their positions, and lower morale among employees dealing with short staffing.

To address structural compensation challenges, MTS conducted a competitive procurement to hire a compensation consultant to conduct an independent compensation study and recommend changes to MTS's pay ranges and practices. A request for proposals was issued on March 15, 2023, and on June 15, 2023 (Agenda Item (AI) 17), the Board of Directors authorized MTS to enter into a six-year contract with The Segal Company ("Segal Co."), a national compensation consulting firm that specializes in public-sector compensation consulting. This agreement with Segal includes the study results presented herein, a subsequent study scheduled for 2028, and the ability to conduct ad-hoc analysis, such as pay equity analysis, to maintain MTS's pay structure through 2028.

Salary Structure Background:

Historically, MTS has not made across-the-board pay increases or cost of living adjustments within its unrepresented workforce. Instead, unrepresented employees are eligible for merit pay increases based on their annual performance evaluation, funded from a pool established by the Board of Directors during the annual budget process. MTS's most recent salary surveys in 2012 and 2018 resulted in restructuring MTS's salary ranges in 2012 but no changes were made in 2018. Since 2012, the Board of Directors has approved increases to the maximums of existing ranges as part of the annual budgeting process, but minimums of the pay ranges have remained unchanged resulting in very broad range spreads (distance from range minimum to maximum). Following both surveys, MTS did not make formulaic adjustments to address pay compression; however, adjustments ensured employees were paid at least the newly established minimum salary for their position.

Salary Study Methodology:

Segal Co. worked with MTS staff to identify 12 comparable transportation and local government agencies and distributed a survey asking each agency to identify the salary range associated with their matching position for 80 benchmark jobs. Additionally, Segal Co. used three published survey sources which incorporate both public and private sector data to analyze compensation for the benchmark jobs. The impact of published survey data was limited to +/-10% to ensure the resulting comparisons were market-competitive and fiscally responsible given MTS's desire to be a responsible steward of public funds. Segal Co. collected sufficient data to analyze 99% of benchmark jobs. Midpoints of respondent data, along with the average market range spread across benchmark positions, were used to construct a revised salary structure (20 pay grades and associated ranges). Segal Co. placed benchmark jobs in the structure by aligning midpoints of the market data with midpoints of the proposed ranges (and, of course, adjusting for compression with MTS represented positions), while non-benchmark jobs were integrated into the pay structure by analyzing minimum qualifications from job descriptions, among other factors, to ensure a comprehensive and impartial alignment with the overall compensation framework. All 207 unrepresented jobs are included in the proposed pay structure.

Summary of findings:

MTS's practice of increasing pay range maximums but not minimums since 2012 resulted in pay ranges with minimum salaries that are not market competitive and pay range spreads that are

much broader than the market average. Competitiveness of pay range maximums varies by position, but the maximum salaries associated with many positions exceeded the market. The proposed new pay structure includes narrower pay ranges to facilitate greater consistency and responsiveness to market. All minimum salaries are increasing, and the average midpoint is increasing by 12%. Maximum pay for 66% of positions is decreasing, but this change will not materially impact employees as few are currently paid within the proposed eliminated range portion.

Proposed Implementation Methodology and Cost:

Employees below the new minimum for their position would have their salaries increased to the minimum effective May 1, 2024. Pay for any employee paid above the maximum for their position will be frozen and any future performance-based pay would be received as a lump sum while the employee remains outside the range maximum.

To address past, and prevent future, pay compression, Segal Co. created a model that places employees in their proposed pay range based on service time in their position. The model calculates what each employee's pay would be had the market-based pay structure been in place in the past. Three key inputs were used to determine the result: (1) Compounding Range Penetration or the percentage increase applied for each year the employee has been in the position, (2) Maximum Range Penetration or the percentage of the maximum salary an employee would be paid (0% is the minimum and 100% is the maximum), and (3) The maximum percentage pay increase any one employee is eligible to receive. If an employee is currently paid at or above the formula's result, their pay would not change as part of the implementation.

When making adjustments in a performance-based system, a common benchmark for determining Compounding Range Penetration is the ten-year average of merit-based pay increases. The rationale for using the ten-year average is that if an employee had been in the market-based pay range for their entire tenure, the resulting calculation would place them appropriately in the pay range. MTS's ten-year merit pool average is 3.3%; however, staff recommend using 2.5% Compounding Range Penetration due to budgetary constraints. Similarly, for budgetary reasons, and to ensure these changes are coordinated with MTS's merit-based pay system, staff recommended a Maximum Range Penetration of 84% and that no single employee will receive a pay increase larger than 25%.

Based on these assumptions and constraints, implementing the revised pay structure effective May 1, 2024, results in a \$2,201,242 increase in base salary cost or 6.25% of covered payroll. The pay of 60% of unrepresented employees would increase as a result of implementation, and the pay of 40% would not increase. While all employees would be paid at or above the minimum pay for their position following implementation, under Section 3.3.2 of MTS Ordinance No. 1 (the Administrative Code and Regulations) the CEO has discretion to make adjustments, subject to the overall budgetary authority requested in this item and future budgets. For example, staff envisions the CEO delaying or reducing pay adjustments for any employee currently performing below established standards or currently subject to a Performance Improvement Plan. We anticipate that use of the CEO's discretion would result in an immaterial reduction in overall cost.

Agenda Item No. 4 April 11, 2024 Page 4 of 4

Pay Structure Maintenance:

If approved, the proposed pay ranges will be in place from May 1, 2024, through the end of Fiscal Year 2025 (June 30, 2025). Thereafter, as part of the budgeting process based on relevant market data and guidance from Segal Co., staff will propose increases to the pay ranges on an annual basis for Board approval.

MTS's contract with Segal Co. includes conducting ad-hoc analysis (e.g., position specific, pay equity) and a subsequent salary survey in 2028. Interim analysis directed by staff or the Board may result in recommended incremental changes, but none are planned at this time. The 2028 survey will use the same methodology as this study; however, implementation of the 2028 study is expected to be less costly both because maintaining a market-based structure in the interim will ensure that MTS's pay structure remains competitive and equitable, and because MTS will no longer be increasing only its pay range maximums in response to changing market conditions.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Recommended Pay Grades and Ranges Effective May 1, 2024



Attachment A Recommended Pay Grades and Ranges Effective May 1, 2024

Pay Grade	Job Titles	Min	Mid	Max
0	Engineering Intern	\$35,048	\$42,408	\$49,768
	Intern - Transit Services	, ,		, ,
	Operations Assistant - Ride Checker			
1	Call/Service Center Representative (FT/PT)	\$42,913	\$51,924	\$60,936
	Passenger Support Representative			
	Revenue Operations Assistant			
2	Administrative Assistant (Copy Center)	\$45,058	\$54,521	\$63,983
	Administrative Assistant			
	Lead Passenger Support Representative			
	Marketing Assistant			
	Passenger Facilities Coordinator			
	Service Center Specialist (FT)			
	Support Services Coordinator			
3	Accounting Assistant	\$47,311	\$57,247	\$67,182
	Administrative Assistant II			
	Human Resources Assistant			
	Regulatory Inspector			
	Social Media Coordinator			
4	(Vacant)	\$49,677	\$60,109	\$70,541
5	Payroll Temp	\$53,154	\$64,317	\$75,479
	Training Administrator			
6	Contract Operations Administrator	\$56,875	\$68,819	\$80,763
	Customer Service Supervisor			
	Finance Assistant			
	Human Resources Specialist			
	Maintenance Analyst (LRV)			
	Support Services Analyst			
7	Assistant Supervisor of Information & Trip Planning	\$60,856	\$73,636	\$86,416
	Assistant Transit Store Supervisor			
	Buyer			
	Central Control Information Representative			
	Claims Specialist			
	Construction Safety Supervisor			
	Contract Specialist			
	Facilities Supervisor			
	Graphic Designer			
	IT Support Specialist			
	Maintenance Analyst			
	Passenger Support Supervisor			
	Payroll Coordinator			
	Records Specialist			
	Regulatory Analyst			
	Regulatory Assistant			
	Revenue Analyst (Rail)			



Attachment A Recommended Pay Grades and Ranges Effective May 1, 2024

Day Grade	lob Titles	Min	N/I ol	Mox
	Job Titles Staff Accountant I	Min	Mid	Max
7		\$60,856	\$73,636	\$86,416
	Supervisor of Para-Transit			
	Supervisor of Pronto Support			
	Transit Store Supervisor			
0	Transportation Service Quality Specialist	ФСС 222	#00.000	COA 400
8	Associate Transportation Planner	\$66,333	\$80,263	\$94,193
	Bus Operator Training Instructor			
	Code Compliance Supervisor			
	Community Engagement Specialist			
	Digital Content Developer			
	Dispatch Supervisor - Transit Enforcement			
	Executive Assistant - General Counsel/Asst Board Clerk			
	Executive Assistant			
	Grants Analyst			
	Information & Trip Planning Supervisor			
	LRV Vehicle Communications Specialist			
	Multimedia Designer			
	Operational and Crime Data Analyst			
	Project Administrator			
	Regulatory Inspector Supervisor			
	Senior Scheduler			
	Staff Accountant II			
	Supervisor of Warehouse Operations			
	Training Development Specialist			
	Transit Services Data Analyst			
	Workers' Compensation Analyst			
9	Code Compliance Training Supervisor	\$72,303	\$87,487	\$102,671
	Contracts Administrator			
	Executive Assistant/Clerk of the Board			
	Fare Systems Administrator			
	Financial Analyst			
	Grants Administrator			
	Inventory Planning and Forecasting Analyst			
	Manager of PRONTO & Passenger Support			
	MOW Contracts & Budget Analyst			
	Right of Way Permit Coordinator			
	Security Systems Administrator			
	Senior Contract Operations Administrator			
	Senior Data Analyst			
	Transit Safety Specialist			
10	Assignments Supervisor	\$78,811	\$95,361	\$111,911
	Assistant Manager of Field Operations			
	Benefits & Compensation Analyst			
	Communications and Operations Supervisor			
	Environmental Health & Safety Specialist			
	Liability Claims Supervisor			



Attachment A Attachment A Recommended Pay Grades and Ranges Effective May 1, 2024

Pay Grade Job Titles 10 LRV Project Coordinator/Analyst \$78,811 \$95,361 Network Engineer I Payroll Supervisor Procurement Specialist Professional Standards Manager Public Relations Specialist Quality Assurance Inspector Records Manager Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	Max \$111,911
Network Engineer I Payroll Supervisor Procurement Specialist Professional Standards Manager Public Relations Specialist Quality Assurance Inspector Records Manager Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Payroll Supervisor Procurement Specialist Professional Standards Manager Public Relations Specialist Quality Assurance Inspector Records Manager Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Procurement Specialist Professional Standards Manager Public Relations Specialist Quality Assurance Inspector Records Manager Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Public Relations Specialist Quality Assurance Inspector Records Manager Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Public Relations Specialist Quality Assurance Inspector Records Manager Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Records Manager Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Report Development Analyst Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Revenue Operations Manager Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Senior Accountant Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Senior Transportation Planner Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Service Desk Supervisor Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Service Operations Supervisor Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
Supervisor of Passenger Facilities System Safety Specialist Talent Acquisition Specialist	
System Safety Specialist Talent Acquisition Specialist	
Talent Acquisition Specialist	
· · · · · · · · · · · · · · · · · · ·	
Transportation Controller	
Transportation Controller	
Transportation Supervisor	
11 Assistant Training Supervisor - (LRV/MOW) \$87,480 \$105,851	\$124,222
Bus Maintenance Trainer	
Central Control Supervisor	
Creative Design Manager	
Facilities Foreman	
Foreman	
For-Hire Vehicle Administration	
Lead Transportation Supervisor	
LRV Maintenance Supervisor	
Manager of Rail Facilities	
Manager of Training (Transportation)	
Manager of Operations-Transit Security & Passenger Safety	
Network Engineer II	
Principal Contract Administrator	
Quality Assurance Supervisor	
Revenue Maintenance Supervisor Senior Human Resources Analyst	
Senior Procurement Specialist	
Systems Administrator	
Track Supervisor	
Track Supervisor Training Supervisor (Transportation)	
Transit Asset Management Program Manager	
Transportation Communication & Technology Supervisor	
Wayside Maintenance Supervisor	
12 Accounting Manager \$97,103 \$117,494	\$137,886
Information Security & Intelligence Engineer	Ψ107,000



Attachment A Attachment A Recommended Pay Grades and Ranges Effective May 1, 2024

Pay Grade	Job Titles	Min	Mid	Max
12	Internal Auditor	\$97,103	\$117,494	\$137,886
	Lead Revenue Maintenance Supervisor			
	Leadership Development Specialist			
	Manager of Inventory Operations			
	Manager of Marketing & Communication			
	Manager of Service Operations			
	Manager of Service Quality & Specialist			
	Manager of Track and Structure			
	Manager of Transportation Communications & Technology			
	Network Engineer III			
	Payroll Manager			
	Project Engineer			
	Senior Systems Administrator			
	Supervisor of Maintenance Training			
	Training Supervisor (LRV/MOW)			
13	Business Systems Analyst (SAP)	\$107,784	\$130,419	\$153,053
	Deputy Director of Transit Security & Passenger Safety			
	IT Enterprise Architect (IoT)			
	Maintenance Division Manager			
	Manager of Benefits & Compensation			
	Manager of Financial Planning			
	Manager of Government Affairs			
	Manager of LRV Maintenance			
	Manager of MOW			
	Manager of Paratransit & Mini Bus			
	Manager of Procurement			
	Manager of Rail Transportation			
	Manager of Risk and Claims			
	Manager of Safety (Bus)			
	Manager of Scheduling			
	Manager of Talent Acquisition			
	Project Manager			
	SAP Software Developer			
	Software Developer Senor Data Warehouse Engineer			
	System Safety Manager (Rail)			
	Technical Project Manager Transportation Division Manager			
	ZEV and Sustainability Manager			
14	Director of Fare Technology & Operations	\$119,640	\$144,765	\$169,889
'4	Director of Support Services	ψ113,040	ψ1 44 ,700	ψ 103,003
	Information Security Manager			
	IT Development Manager			
	IT Operations Manager			
	Manager of Real Estate Assets			
	Network Operations Manager			
	Mermory Operations Manager			



Attachment A Recommended Pay Grades and Ranges Effective May 1, 2024

Pay Grade	Job Titles	Min	Mid	Max
14	Senior Project Manager	\$119,640	\$144,765	\$169,889
15	Deputy General Counsel	\$132,801	\$160,689	\$188,577
	Director of Planning & Scheduling			
	Director of Contract Services			
	Director of Supply Chain & Operations			
16	Director Marketing & Communications	\$147,409	\$178,365	\$209,320
	Director of Fleet & Facility Maintenance			
	Director of Human Resources			
	Director of LRV Maintenance			
	Director of MOW			
	Director of Rail Facilities			
17	Controller	\$163,624	\$197,985	\$232,346
	Director of Financial Planning & Analysis			
	Director of Rail Transportation			
	Director of Transit Security & Passenger Safety			
	Director of Capital Projects			
	Director of Transportation			
18	(Vacant)	\$181,622	\$219,763	\$257,904
19	Chief Human Resources Officer	\$201,601	\$243,937	\$286,273
	Chief Information Officer			
	General Counsel			
20	Chief Financial Officer	\$223,777	\$270,770	\$317,763
	Chief Operating Officer-Transit Services			
	Chief Operating Officer (Rail)			
21*	Chief Executive Officer	\$350,000	\$350,000	\$350,000

^{*} job not included in study



San Diego Metropolitan Transit System (MTS)

Independent Salary Survey

Executive Committee Presentation, April 11, 2024

TL Cox Vice President



Agenda

- ✓ About Segal
- ✓ Project Introduction and Methodology
- ✓ Findings
- ✓ Implementation
- ✓ Questions?

About Segal

Company Background

- Segal is a national consultancy offering services and advice related to **classification**, **compensation**, **benefits**, **and human resources**.
 - Founded in 1939
 - Independent, privately-held
 - -24 office locations with approximately 1,000 employees
- Our consulting team has a **strong background** in conducting research and providing customized recommendations and advice regarding:
 - Market benchmarking
 - Pay system design
 - Classification structure analysis
 - Job evaluation (internal equity)
 - Performance management
 - Pay equity
 - Cost modeling
 - Employee communication
 - Union-management facilitation
- We have served as trusted advisors for many public sector entities, including several throughout California and nationally within the transit/transportation vertical.



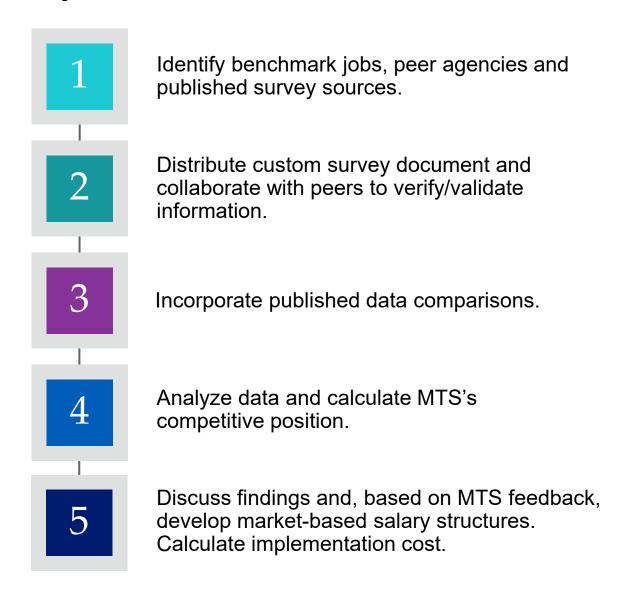
California and Industry Presence

- Segal has served the public sector in California since the 1960s
- Active projects with a number of large, public employers in the state
- Recent experience includes:
 - Metrolink
 - Bay Area Rapid Transit
 - Santa Clara County
 - Santa Clara Valley Transportation Authority
 - San Joaquin County
 - Sonoma County
 - Marin County
 - Superior Court of California, County of Los Angeles
 - City of Anaheim
 - San Joaquin Council of Governments



Project Introduction and Methodology

Market Survey Process



Key Deliverables



Project Initiation

Stakeholder interview themes, survey process tailored to MTS's unique needs and operating environment.



Base Salary Market
<u>Assessment</u>

Public and private sector benchmarking, comparisons by peer, job title, etc.



Salary Structure(s)

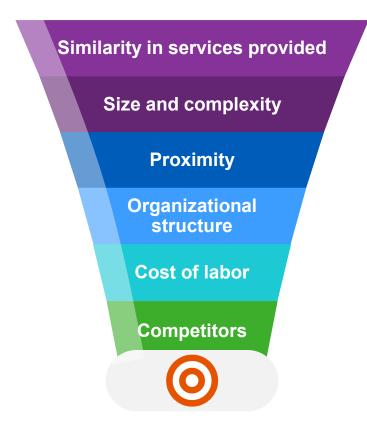
New salary structure(s) reflecting the market data collected.



Implementation

Implementation guidance and costing based on MTS-defined goals. Process for future, data-driven decisions regarding pay range movement and grade placement.

Criteria for Peer Agency Selection



- Organizations most likely to have matching jobs are those that provide similar or overlapping services, and structure pay accordingly.
- Organizations similar in size and complexity are likely to have a broad enough employee base for meaningful comparisons.
- Across many positions, those most likely to work for MTS will be in proximity to the work that needs to be performed. Organizations often, therefore, make policy decisions regarding how competitive they must be to recruit and retain employees within these job classifications.
- Similar organizational structures are most likely to have jobs that can be accurately matched based on content (core functions and minimum qualifications).
- Because the cost of labor will most certainly differ across regions, it's important to use geographic differentials to ensure credible comparisons.
- Once you've identified organizations that meet some (though not necessarily all) criteria, it's critical that they include historical competitors for the recruitment and retention of talent.



Peer Agencies

California Transit Agencies	California Cities	Other
Los Angeles County Transportation Authority	City of Chula Vista	King County Metro Transit (Washington)
San Francisco Municipal Transportation Agency	City of San Diego	San Diego Association of Governments
North County Transit District		Utah Transit Authority
Orange County Transportation Authority		
Sacramento Regional Transportation District		
Tri-County Metropolitan Transportation District of Oregon*		
Valley Transportation Authority		

Segal received responses from or collected data on behalf of 11 of 12 peers (~92%)

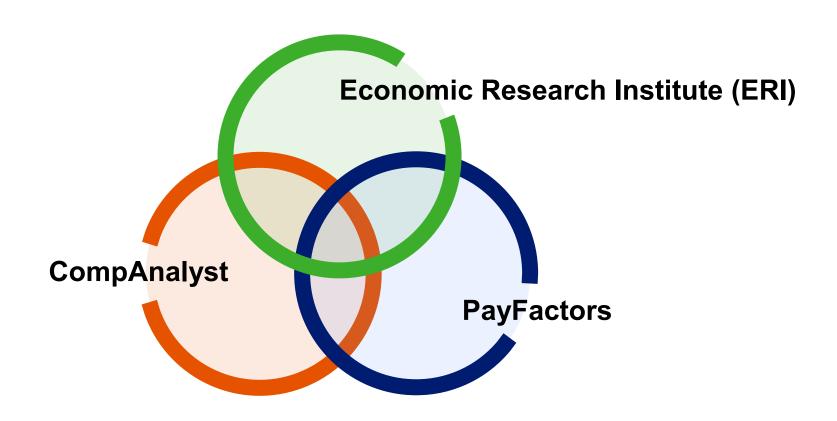


Geographic Adjustments

To adjust for geographic differences in the cost-of-labor between the peer locations and San Diego (as appropriate) Segal used indices reported by the Economic Research Institute (ERI) as of October 1, 2023, for the 25-mile radius around each peer location.

Peer Agency	Cost of Labor Comparison to San Diego, California ¹	Differential Applied
City of Chula Vista, CA	100.0%	0.0%
City of San Diego, CA	100.0%	0.0%
King County Metro Transit (Seattle, WA)	95.9%	-4.1%
Los Angeles County Transportation Authority (Los Angeles, CA)	96.6%	-3.4%
Municipal Transportation Agency (San Francisco, CA)	87.0%	-13.0%
North County Transit District (San Diego, CA)	100.0%	0.0%
Orange County Transportation Authority (Orange, CA)	97.4%	-2.6%
Sacramento Regional Transportation District (Sacramento, CA)	99.2%	-0.8%
San Diego Association of Governments	100.0%	0.0%
Utah Transit Authority (Salt Lake City, UT)	114.6%	14.6%
Valley Transportation Authority (Santa Clara, CA)	86.5%	-13.5%

Published Survey Sources



Findings

External Comparisons

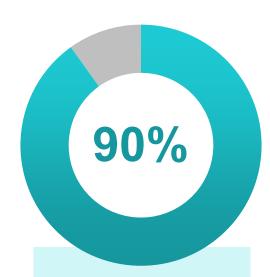


- 81 benchmark job titles were included in the custom survey document developed by Segal.
- Matches were based on the documentation and analysis of job descriptions and organizational data provided by MTS.
- Published survey data was incorporated from reputable sources. To minimize published data disproportionately influencing custom, public sector peer averages, published data impacts were limited to +/- 10%.
- Market averages were calculated and compared to existing pay range minimums, midpoints, and maximums.

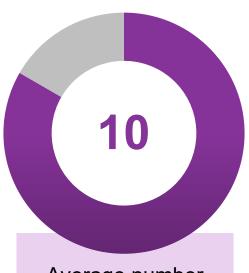
Survey Responses Summarized



Benchmark jobs with sufficient market data for comparisons



Benchmark jobs with at least one published survey comparison



Average number of matches across all benchmark jobs

Competitiveness Varies by Job Title

At Pay Range Midpoint/Rate	Benchmark Jobs
Above Market	3
Below Market	49
Insufficient Data	1
Market Competitive	27

Overall competitiveness of MTS's wages varies from 64% to 112% of market.

Base Pay

MTS as a % of Overall Market Average

	В	Base Pay Range			
	Minimum Midpoint Maxim				
Custom Survey Peers	71%	90%	105%		
Published Data Sources	76%	88%	93%		
Overall Market Average	73%	91%	104%		

Across all jobs, we found MTS to be below both custom peer agencies and the published data sources (representing the private sector) at the pay range minimum and midpoint. Competitiveness at the pay range maximum varied by sector but was generally market competitive on an overall basis.

Base Pay – By Peer Organization

MTS Base Pay as a % of Peer Market Average

Peer Organization	Count of Matches	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
City of Chula Vista, CA	38	74%	97%	123%
City of San Diego, CA	39	95%	106%	113%
King County Metro Transit	59	64%	87%	104%
Los Angeles County Transportation Authority	66	75%	93%	105%
Municipal Transportation Agency	71	62%	82%	100%
North County Transit District	55	81%	93%	101%
Orange County Transportation Authority	62	82%	89%	118%
Sacramento Regional Transportation District	62	73%	92%	106%
San Diego Association of Governments	45	72%	86%	95%
Utah Transit Authority	40	74%	92%	105%
Valley Transportation Authority	68	68%	92%	115%

Results varied by peer, but the MTS pay range was generally below market at the minimum and midpoint and either at or above market at the pay range maximum.

Implementation

Salary Structure Development

Purpose

A salary structure defines ranges of pay for jobs within an organization and helps manage:

- Minimum and maximum rates of pay
- Progression of jobs within a career family and across disciplines and work groups
- The desired position relative to market

Methodology

- Market data is used as a reference by aligning the average to the midpoint of each grade. Pay range minimums and maximums are determined by average market range spreads.
- Jobs are assigned to the grade with the midpoint closest to the market average to ensure competitiveness.

Salary Structure Development (continued)

Strategic Design of New Pay Ranges

MTS's existing spreads were much broader than market, meaning that starting salary offers, placement of current incumbent(s), and the pay range itself may not be wholly competitive with other agencies.

- Segal reviewed range spreads for different types and levels of jobs throughout MTS and concluded that a single compensation plan would enable greater responsiveness to current market conditions.
- Some limited jobs, therefore, may reflect increased competitiveness at the pay range minimum and midpoint, but lower market maximums. This does not have a meaningful impact to MTS staff because employees have not historically penetrated their ranges that far (due to lower range minimums).
- Moreover, when increasing pay range minimums to be more competitive, it's
 important to consider time-in-position adjustments for current staff to avoid, to the
 extent possible, salary compression among incumbents with varying degrees of
 tenure or seniority within their existing job classification.

Salary Structure Development (continued)

Grade Placement

Segal recommended the initial placement of all job titles within scope.

- Internal stakeholders then provided feedback, which was vetted by MTS leadership and HR.
- Changes internally-supported by MTS were submitted to Segal for final review and consideration.
- Reviewing existing job descriptions and the market data collected, along with best or prevailing practices, Segal provided MTS with the final salary structures and grade assignment.

Implementation

MTS sought Segal's guidance on implementing the recommendations. Segal suggests the following implementation plan:

- Any employee below their new range minimum should be given an increase sufficient to reach the new range minimum as soon as feasible.
- To avoid compression potentially created by the strategic design of MTS's new structure, Segal has provided a model that calculates time in position implementation scenarios.

Compression and Equity Adjustment Variables

Compounding Range Penetration

2.5%

Maximum Range Penetration

84%

Maximum Percentage Increase

25%

Cost Breakout

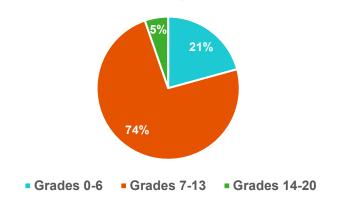


Distribution of Implementation Costs

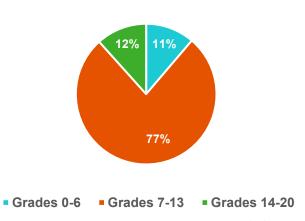
 The majority of implementation costs are applied to incumbents assigned to grades 13 and below

Grade	Employees receiving Increase	Increase Amount
Grades 0-6	51 of 79 (65%)	\$247,430
Grades 7-13	182 of 302 (60%)	\$1,697,424
Grades 14-20	13 of 32 (41%)	\$256,389
Total	246 of 413 (60%)	\$2,201,242

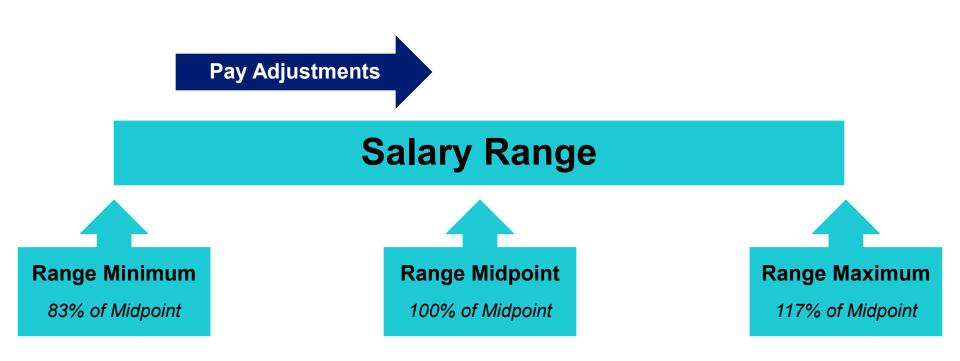
Employees Receiving Implementation Increase by Grade



Distribution of Implementation Cost by Grade



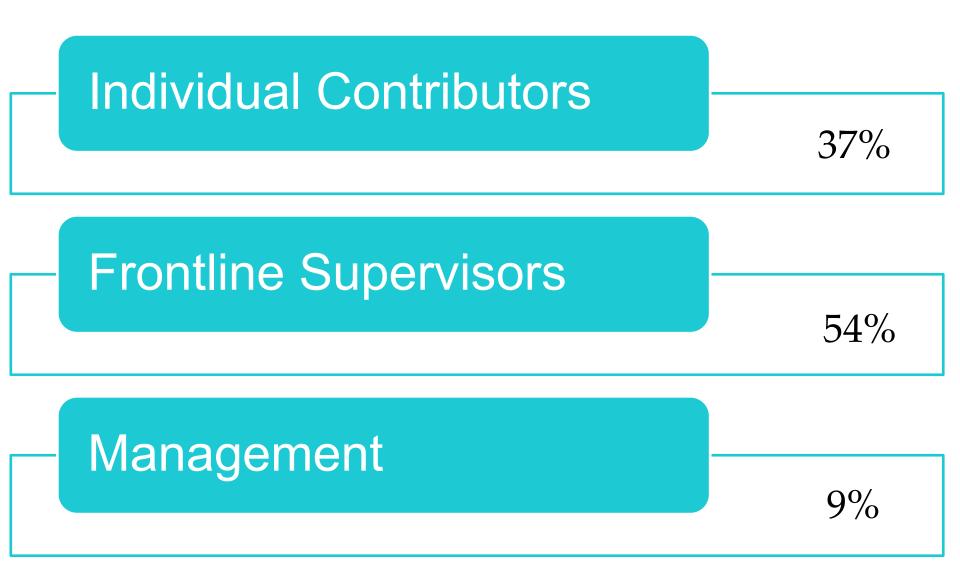
Compensation (Compa.) Ratio



Compa. Ratio = Employee Salary / Salary Range Midpoint

Proposed compression and equity adjustments increase MTS's average compa. ratio from 89% to 95%.

Pay Increase Distribution by Org. Level



Relevant Statistics

Population statistics

- 60% of employees' pay will increase 40% will not
- 60% of employees' range maximums are decreasing
- 91% of employee's range midpoints are increasing
- 86% of employees who are receiving a pay increase earn less than \$100,000
- 66% of employees who are receiving a pay increase make less than \$85,000
- 27% of employees who are receiving a pay increase make less than \$65,000

Individual employee statistics

- Largest percentage increase is 25%
- Median pay increase is \$7,757/Yr.
- Average pay increase is \$8,948/Yr.
- Largest pay increase is \$37,580/Yr.
- Average percentage increase is 13.2%

Questions?



Board of Directors Agenda

April 25, 2024 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

Approve

Action would approve the March 14, 2024 Board of Directors meeting minutes.

4. Mobile Security Trailers – Sole Source Contract Amendment

Approve

Action would authorize Chief Executive Officer (CEO) to execute MTS Doc. No. G2755.1-23 with Monmouth Solutions, Inc., a Service-Disabled Veteran Owned Small Business (SDVOSB), in the amount of \$98,055.00 to change the contract from leasing to purchasing the mobile security trailers.

5. Siemens: Orange Line Improvement Project – Sole Source Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc.

No. L1670.0-24 a sole source award to Siemens Mobility, Inc. (Siemens), in the amount of \$427,222.03 for the purchase of Siemens signal instrument components for the Orange Line Improvement Project.

6. Light Rail Vehicle (LRV) Accident and Vandalism Repair Services – Contract Amendment

Approve



Board of Directors – Agenda April 25, 2024 Page 2 of 5

7. Increased Authorization for Legal Services Contract to Pay Projected Expenses in Fiscal Year 2025 – Contract Amendment

Approve

Action would: 1. Ratify Amendment 9 to MTS Doc. No. G2202.0-19, with Meyers Nave, in the amount of \$150,000.00; and 2. Authorize the Chief Executive Officer (CEO) to execute Amendment 10 to MTS Doc. No. G2202.0-19, with Meyers, in the amount of \$600,000.00.

8. Imperial Avenue Division (IAD) Overhead Charging System – Contract Award Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0761.0-24 with Heliox Technology North America, LLC (Heliox) for the provision of the IAD overhead charging system, for a term of five (5) years, for a total of \$3,358,171.90.

Approve

9. Railroad Ties – Contract Award

Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1663.0-24 with Balfour Beatty Infrastructure, Inc. (Balfour), in the amount of \$167,475.00 for the purchase of railroad ties.

Approve

10. Hewlett Packard Enterprise (HPE) Synergy for Operations Control Center (OCC) Data Center – Contract Award

• •

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2833.0-24 with Nth Generation Computing, Inc. (Nth), effective for five (5) years, for the purchase of HPE Synergy equipment, software, and support/services in the amount of \$283,820.08.

11. Occupational Health Services – Contract Award

Approve

Action would: 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2887.0-24 with Concentra Medical Centers (Concentra), to provide occupational health services for a five (5) year base period with five (5) 1-year options, a total of ten (10) years, for a total contract cost of \$1,114,128.00; 2) Authorize the CEO to execute MTS Doc. No. G2888.0-24 with Kaiser On-the-Job (Kaiser), to provide occupational health services for a five (5) year base period with five (5) 1-year options, a total of ten (10) years, for a total contract cost of \$1,351,200; and 3) Exercise options years at the CEO's discretion.

12. Variable Messaging Sign (VMS) Media Converter & Cradlepoint Hardware – Contract Award

Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2839.0-24 with Datel Systems Incorporated (Datel), effective for five (5) years, for the purchase of network equipment, in the amount of \$402,481.00.

Board of Directors – Agenda April 25, 2024 Page 3 of 5

13. Iris Rapid Transit Center East and Bus Stops Construction - Contract Award Action would authorize the Chief Executive Officer (CEO) to: 1) Execute MTS Doc. No. PWB380.0-24 with Hazard Construction Engineering LLC (Hazard Construction), for the Iris Rapid Transit Center East and Bus Stops Construction in the amount of \$4,410,884.00; and 2) Authorize the CEO to execute

amendments or change orders up to a 15% contingency or \$661,632.60 for this construction contract, bringing total expenditure authority to \$5,072,516.60.

Approve

14. Design Services for Iris Rapid Route and Station Infrastructure Improvements – Work Order Amendment

Approve

Action would: 1) Ratify Work Order WOA353-AE-19, under MTS Doc No. PWL353.0-22 (Attachment A), with Dokken Engineering (Dokken), in the amount of \$111,611.05 to provide additional project management, new bid package development and support services, additional design support during construction, and prepare as-built drawings; 2) Ratify Work Order WOA353-AE-19.01, under MTS Doc No. PWL353.0-22 with Dokken, in the amount of \$16,813.67 to provide temporary construction easement extensions; and 3) Authorize the Chief Executive Officer (CEO) to approve Amendment WOA353-AE-19.02, under MTS Doc No. PWL353.0-22 with Dokken, in the amount of \$117,746.82 to provide additional project management, local agency processing, fiber optic design and San Diego Gas & Electric (SDG&E) coordination, bid package preparation and bid support, design support during construction, and as-built drawings.

15. Iris Rapid Transit Center East and Bus Stops Construction Management (CM) Services - Award Work Order Agreement

Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM19 under MTS Doc. No. G2498.0-21 with Kleinfelder Construction Services, Inc. (KCS), totaling \$900,510.13 for CM services for the Iris Rapid Project.

16. Building B Office Improvements – Work Order Agreement

Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-48 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 with ABC General Contractor, Inc. (ABCGC), in the amount of \$220,792.67 for the improvements of Revenue Area, Pay Station Service Room, Facility Offices and Break Room areas at Building B.

17. El Cajon Third Track Construction Management (CM) Services – Work Order Amendment

Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order Amendment No. WOA2498-CM02.02 under MTS Doc. No. G2498.0-21 with Kleinfelder Construction Services, Inc. (KCS), for the El Cajon Third Track and El Cajon Third Track –Interlocking E26 CM services in the amount of \$411,792.40.

Board of Directors – Agenda April 25, 2024 Page 4 of 5

18. Commercial Tenant Relocation and Property Management Services - Clean Transit Advancement Campus (CTAC) – Work Order Agreement

Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA357-AE-39 under MTS Doc. No. PWL357.0-22 (in substantially the same format as Attachment A), with Chen Ryan Associates, Inc. (CRA), a Disadvantaged Business Enterprise (DBE), in the amount of \$533,448.30 to provide tenant relocation and property management services for the CTAC project.

19. State of California Office of Emergency Services – Designation of Applicant Agent Resolution

Approve

Action would: 1) Authorize the Chief Executive Officer (CEO) and designee(s) to serve as MTS's agent to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding all matters pertaining to Federal financial assistance and/or State financial assistance under the California Disaster Assistance Act; and 2) Authorize the Chair of the Board of Directors to sign the Designation of Applicant's Agent Resolution for Non-State Agencies Form (CalOES Form 130) (Attachment A).

20. Improving Restroom Availability at San Diego State University Transit Center - Memorandum of Understanding Amendment

Informational

21. Fiscal Year (FY) 2025 Capital Improvement Program (CIP) Amendment Agenda Item will be provided prior to Board Meeting.

Approve

22. ChargePoint ViriCiti Bus Telematics License Renewal-Sole Source Contract
Award

Approve

Agenda Item will be provided prior to Board Meeting.

DISCUSSION AND REPORT ITEMS

23. Independent Salary Study Results – Implementation of Recommended Pay Grades and Ranges

Agenda Item will be provided prior to Board Meeting.

24. Draft FY 2025 Operating Budget

Agenda Item will be provided prior to Board Meeting.

25. Naming Rights – UCSD

Agenda Item will be provided prior to Board Meeting.

OTHER ITEMS

26. Chair, Board Member and Chief Executive Officer's (CEO's)
Communications and CEO Report

Informational

27. 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

Board of Directors – Agenda April 25, 2024 Page 5 of 5

Comment is accepted during item No. 2, no additional public comment will be accepted under this item.

ADJOURNMENT

28. Next Meeting Date

The next Board of Director's meeting is scheduled for May 16, 2024 at 9:00 a.m.

29. Adjournment





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024Agenda Item No. 4

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Mobile Security Trailers – Sole Source Contract Amendment

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize Chief Executive Officer (CEO) to execute MTS Doc. No. G2755.1-23 (in substantially the same format as Attachment A), with Monmouth Solutions, Inc., a Service-Disabled Veteran Owned Small Business (SDVOSB), in the amount of \$98,055.00 to change the contract from leasing to purchasing the mobile security trailers.

Budget Impact

The total cost of this amendment is estimated to be \$98,055.00, and the total contract cost of the contract is estimated to be \$206,000.00. This project will be funded by the Capital Improvement Project (CIP) account 1009116701-599907.

DISCUSSION:

On June 5, 2023, MTS issued an Invitation for Bids (IFB) on PlanetBids for the fabrication, delivery, and set up of up to five (5) security trailers at various MTS transit locations for a three (3) year period. MTS received a total of four (4) bids on the due date of July 6, 2023 from the following bidders:

Bidder Name	Certifications	Total Bid Amount*
Bert's Office Trailers, Inc.	N/A	\$51,652.80
Monmouth Solutions, Inc.	SDVOSB	\$107,945.00
Aries Building Systems, LLC	N/A	\$237,792.44
Morgan Ingland LLC	N/A	\$301,135.63

^{*}Bid is inclusive of CA sales tax (7.750%)

Bert's Office Trailers, Inc. and Morgan Ingland LLC were both deemed non-responsive. Bert's Office Trailers was deemed non-responsive as they did not submit a cost proposal for all five (5)



Agenda Item No. 4 April 25, 2024 Page 2 of 2

trailers outlined in the scope of work. Morgan Ingland was also deemed non-responsive as they did not submit any of the required MTS forms in their bid submittal. Monmouth Solutions was deemed to be the lowest responsive and responsible bidder.

On August 22, 2023, under the CEO's signature authority, MTS executed MTS Doc. No. G2755.0-23 with Monmouth Solutions, Inc. for a total contract cost of \$107,945.00 for the purchase of up to five (5) security trailers at various MTS locations for a three (3) year period.

The first two (2) trailers were delivered in February 2024. MTS subsequently installed various information technology systems and equipment to make the trailers ready for MTS security operations. However, upon processing of the payment invoices for the trailers, staff was made aware that Monmouth was under the assumption that the trailers were being leased not purchased. After meeting with Monmouth, staff confirmed there had been a miscommunication. To avoid affecting operations, Monmouth has agreed to lease the two (2) trailers on-site for a total of three (3) months. After the three (3) month period, MTS will purchase the five trailers initially outlined in the contract. The total cost of the lease and purchase of the trailers is \$206,000.00. The total cost remains lower than the second responsible and responsive bidder (Aries Building Systems, LLC); therefore, staff deemed Monmouth's pricing to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2755.1-23 (in substantially the same format as Attachment A), with Monmouth Solutions, Inc. in the amount of \$98,055.00 to change the contract from leasing to purchasing the mobile security trailers.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Agreement, MTS Doc. No. G2755.1-23



Amendment 1

March 11, 2024 MTS Doc No. G2755.1-23

MOBILE TRAILERS

Monmouth Solutions, Inc. Anthony Farelli Sales Coordinator 93 Butman Road Lowell, MA, 01852

This shall serve as Amendment No.1 to the original agreement G2755.0-23 as further described below.

SCOPE

Pursuant to the Scope of Work, MTS will lease one (1) breakroom trailer and one (1) mobile trailer for a period of three (3) months. After the three-month period, MTS will purchase both trailers. During the term of the contract, MTS may purchase up to a total of five (5) trailers.

SCHEDULE

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

PAYMENT

This contract amendment shall authorize additional costs not to exceed \$98,055.00. Cost form shall be amended as follows:

Item	Description	Months	Unit Price	Extended Price
1	Breakroom Trailer 8' x' 16' - Lease	3	\$500.00	\$1,500.00
2	Mobile Office Trailer 10' x 28' – Lease	3	\$500.00	\$1,500.00
		Total Cost for	2-month lease	\$3,000.00

Item	Description	Quantity	Unit Price	Extended Price	
1	Breakroom Trailer 8' x' 16' – Purchase (Refurbished)	1	\$40,000.00	\$40,000.00	
2	Mobile Office Trailer 10' x 28' – Purchase (Refurbished)	1	\$40,000.00	\$40,000.00	
3	Breakroom Trailer 8' x' 16' – Purchase (New)	3	\$41,000.00	\$123,000.00	
	Total Cost - Purchase \$203,000.00				

Grand Total \$206.000.00



The total value of this contract, including this amendment, shall be in the amount of \$206,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,	Agreed:
Sharon Cooney, Chief Executive Officer	Anthony Farelli, Sales Coordinator Monmouth Solutions, Inc.
	Date:



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024Agenda Item No. 5

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Siemens: Orange Line Improvement Project – Sole Source Contract Award

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1670.0-24 (in substantially the same format as Attachment A), a sole source award to Siemens Mobility, Inc. (Siemens), in the amount of \$427,222.03 for the purchase of Siemens signal instrument components for the Orange Line Improvement Project.

Budget Impact

The total contract cost of materials is estimated to be \$427,222.03 (Attachment B). The project will be funded by the Capital Improvement Program (CIP) account 2005119501 – Orange Line Rail Signals.

DISCUSSION:

The Orange Line Improvement Project will make trolley system improvements at various locations within the 17.6-mile line, benefitting the cities of San Diego, Lemon Grove, La Mesa, and El Cajon. The Project goal is to increase train speeds, improve service reliability and operating flexibility, maintain grade crossing safety, and increase the State of Good Repair (SGR).

Phase 1 of the Project will upgrade the signal system and grade crossing warning systems to support bi-directional running between 32nd/Commercial Station and Massachusetts Avenue Station. The Orange Line Automatic Block Signal (ABS) system was originally built for unidirectional running with the grade crossing warning systems monitoring trains approaching the crossing in the normal direction of traffic. Trains operating reverse current of traffic must do so under a set of rules that significantly reduce efficiency. Trains must operate at restricted speed, which limits the Maximum Authorized Speed (MAS) to 20 miles per hour. 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.



Agenda Item No. 5 April 25, 2024 Page 2 of 2

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.

Due to long lead time for some equipment, MTS has decided to procure ahead of time the Phase Shift Overlay (PSO) 4000 crossing assembly, PSO 4000 transceiver assembly, and PSO 4000 transmitter assembly, which are used to detect trains for the grade crossing warning systems.

Today's proposed action awards a sole source contract to Siemens for the purchase of these highly specialized components. These parts are only available from Siemens, who is the original manufacturer. Siemens has provided pricing for each component, including lead time for deliveries. Staff has performed a cost/price analysis and deemed the cost to be fair and reasonable based on past purchase history and in comparison to the MTS Independent Cost Estimate (ICE) (\$498,882.40).

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1670.0-24 (in substantially the same format as Attachment A), a sole source award to Siemens, in the amount of \$427,222.03 for the purchase of Siemens signal instrument components for 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. Draft Agreement, MTS Doc. No. L1670.0-24

B. Quote



STANDARD AGREEMENT

FOR

SIEMENS - ORANGE LINE IMPROVEMENT PROJECT MTS DOC. NO. L1670.0-24

THIS AGREEMENT is entered into this by and between San Diego Metropolit	an Transit System ("MT		the State of California public agency, and the
following, hereinafter referred to as "Co	ontractor":		
Name: Siemens Mobility, Inc.	Address:	5301 Price A	venue
Form of Corporation Business:		McClellan City	CA 95652 State Zip
(Corporation, Partnership, Sole Proprietor, etc.) Telephone: (916) 273-2960	Email: <u>F</u>	Reiner.G.Martin@	siemens.com
Authorized person to sign contracts	Martin Reiner		f Rail Services
	Name		Title
The Contractor agrees to provide good and in accordance with the Standard AMTS Forms (Exhibit C). The contract is effective from May 1, 20 a timely manner. The lead time is show Payment terms shall be net 30 days	greement, including Star 024 to August 31, 2024. In in Exhibit B.	ndard Conditions ((Exhibit B), and signed ers must be shipped in
\$427,222.03 without the express writte			
SAN DIEGO METROPOLITAN TRANS	SIT SYSTEM	SIEMENS MO	BILITY, INC.
By: Sharon Cooney, Chief Execution	ive Officer By		
Approved as to form:			
By:	Title:		
Karen Landers, General C	Counsel		



SIEMENS

Quotation

Att.B, Al 5, 04/25/24

Sales Group-Quotation No MMR - 11247-0

Date 3/14/2024

Cust Document No 11247-1

Quotation No

Quotation Date 2/5/2024

Validity Period 3/14/2024 - 6/12/2024

Ship To:

Customer No 30027236

SAN DIEGO CA 92101-7493 US

Page 1 of 1

11247-0 Sold To:

SAN DIEGO TROLLEY INC 1255 IMPERIAL AVE

1255 IMPERIAL AVE SAN DIEGO CA 92101-7493 US

SAN DIEGO TROLLEY INC

Bill To:

SAN DIEGO TROLLEY INC 1255 IMPERIAL AVE SAN DIEGO CA 92101-7493 US

Shipping is included in Unit Price.

			•	
Line Item	Material Number/Description	Qty	Unit Price USD	Total Price USD
10	NYK:70007A4740001 PSO4000 XING MOD Lead time: 13 weeks	26.00 PC	8,282.01	215,332.26
20	NYK:70007A4750001 TRANSCEIVER ASSEMBLY, PSO 4000 Lead time: 13 weeks	16.00 PC	4,164.14	66,626.24
30	NYK:70007A4710001 TRANSMITTER ASSEMBLY, PSO 4000 Lead time: 13 weeks	42.00 PC	2,727.03	114,535.26
	Anticipated Delivery: Schedule to be negotiated after receipt of purchase order. Please include the quotation reference on any purchase order(s) resulting from this quotation and address the purchase order to the following: William Waldrop - Sales Siemens Mobility, Inc., 2400 Nelson Miller Parkway Louisville, KY 40223 Email: jeff.waldrop@siemens.com Customer Service Email: ra.csorders.ic@siemens.com			
Paymer	nt Terms: Expected Or	der Total: 396,493.7	76	

Tax (7.75%) \$30,728.27 Total \$427,222.03



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024

Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Light Rail Vehicle (LRV) Accident and Vandalism Repair Services – Contract Amendment

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING





DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024Agenda Item No. $\frac{7}{}$

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Increased Authorization for Legal Services Contract to Pay Projected Expenses in Fiscal Year 2025 – Contract Amendment

RECOMMENDATION:

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

- 1. Ratify Amendment 9 to MTS Doc. No. G2202.0-19, with Meyers Nave, in the amount of \$150,000.00 as shown in Attachment A; and
- 2. Authorize the Chief Executive Officer (CEO) to execute Amendment 10 to MTS Doc. No. G2202.0-19, with Meyers, in the amount of \$600,000.00, in substantially the same format as Attachment B.

Budget Impact

The total cost of today's proposed action is estimated to be \$750,000.00, bringing the total funding of the Meyers contract to \$1,475,000.00. Legal costs are billed to the Legal Department, Human Resources Department, Risk Department, or Capital Projects budgets depending on the individual case or issue requiring legal services.

DISCUSSION:

On October 11, 2018 (Agenda Item No. 12), the Board approved a panel of qualified law firms to assist MTS, San Diego Trolley, Inc. (SDTI) and San Diego Transit Corporation (SDTC) with various legal matters on an as-needed basis. Thereafter, MTS began contracting with the approved firms for designated amounts.

Legal services needs are estimated every year during the MTS budget process. Each department or capital project that may incur legal fees evaluates ongoing matters and upcoming projects or cases and builds the estimated legal services costs into each department's budget. Most legal services costs are borne by the Risk Department (for tort liability and workers' compensation cases), the Human Resources Department (for labor and employment advice and litigation), and the Legal Department (for general advice and special projects). Storm water



Agenda Item No. 7 April 25, 2024 Page 2 of 3

compliance matters are billed to the Storm Water Department budget, and matters involving the Desert Line or legal issues related to property owned by the San Diego & Arizona Eastern Railroad entity (SD&AE) are billed to the SD&AE budget.

If the contract funding is below the estimated needs for the new fiscal year, then a contract amendment adding funding is processed according to Board Policy 41. The contract proposed for today's action requires Board authority under Board Policy 41.

The Meyers Nave law firm provides representation on different specialties of law, such as eminent domain, employment practices, real estate/land management, and environmental law.

Today's proposed contract increase is based upon Meyers Nave's current caseload, the likelihood that a particular case may go to trial, and anticipated future litigation assigned to Meyers Nave in the current fiscal year. If the anticipated need is not realized, then the excess funding authority will be carried over to the next fiscal year.

Today's proposed action would ratify Amendment 9, which was previously issued under the CEO's Policy 41 signature authority, and approve new Amendment 10, as described below.

Amendment 9 (Ratify):

Amendment 9 (Attachment A) was issued for an increase in funds by \$150,000.00.

Amendment 10 (Approve):

Amendment 10 (Attachment B) for an increase in funds by \$600,000.00

Therefore, Staff recommends that the MTS Board of Directors:

- 1. Ratify Amendment 9 to MTS Doc No. G2202.9-19, with Meyers, in the amount of \$150,000.00 as shown in attachment A; and
- 2. Authorize the Chief Executive Officer (CEO) to execute Amendment 10 to MTS Doc. No. G2202.10-19, with Meyers, in the amount of \$600,000.00, in substantially the same format as Attachment B.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Amendment MTS Doc No. G2202.9-19

B. Draft Amendment MTS Doc No. G2202.10-19

Amendment 9

March 27, 2024 MTS Doc No. G2202.9-19

LEGAL SERVICES

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

This shall serve as Amendment No.9 to the original agreement G2202.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize costs not to exceed \$150,000.00. The total value of this contract including this amendment shall be in the amount of \$875,000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,

Sharon Cooney, Chief Executive Officer

(1)

David W. Skinner, Managing Partner

Meyers Nave

Agreed:

Date: April 2, 2023





Amendment 10

April 25, 2024 MTS Doc No. G2202.10-19

LEGAL SERVICES

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

This shall serve as Amendment No.10 to the original agreement G2202.0-19 as further described below.

SCOPE

There shall be no changes to the scope of work.

SCHEDULE

There are no changes to the expiration of the overall agreement which remains December 31, 2026.

PAYMENT

This contract amendment shall authorize costs not to exceed \$600,000.00. The total value of this contract, including this amendment, shall be in the amount of \$1,475.000.00. This amount shall not be exceeded without prior written approval from MTS.

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

Sincerely,	Agreed:
Sharon Cooney, Chief Executive Officer	David W. Skinner, Partner Meyers Nave
	Date:





Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Imperial Avenue Division (IAD) Overhead Charging System - 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. B0761.0-24 (in substantially the same format as Attachment A), with Heliox Technology North America, LLC (Heliox), for the provision of the IAD overhead charging system, for a term of five (5) years, for a total of \$3,358,171.90.

Budget Impact

The total contract cost of these services is estimated to be \$3,358,171.90 (Attachment C). The purchase of the chargers and pantographs totaling \$2,631,665.00 will be funded by the Capital Improvement Project (CIP) under Work Breakdown Structure Element (WBSE) 3009122601 and the warranty/service level agreement totaling \$726,506.90 will be funded by the San Diego Transit Corporation (SDTC) Operating Budget General Cost Center 902014.

DISCUSSION:

In 2018, the California Air Resources Board (CARB) passed the Innovative Clean Transit (ICT) regulation, which mandated transit operators to transition to a fully zero emission bus fleet by 2040. In 2020, MTS created its Zero Emission Bus (ZEB) Transition Plan in accordance with the ICT regulation. Under MTS's ZEB Transition Plan, the agency will be procuring ZEBs and charging infrastructure to support this technology throughout the transition to a 100% ZEB fleet. Due to site constraints at each of MTS's bus yards, all future charging equipment is expected to be a depot overhead pantograph charging system to help minimize loss of space.

Today's proposed action is for the contractor to provide an overhead charging system (Phase I) at IAD, consisting of thirty (30) overhead depot pantographs and ten (10) depot chargers, 180 kWh power charging cabinets, related commissioning, and testing, as well as a 5-year warranty/service level agreement. This will provide capacity to charge thirty (30) buses at IAD. Each of the ten (10) chargers can charge up to three (3) buses – hence the need for thirty (30) pantographs. The current fleet at IAD includes on hundred forty-one (141) buses.



On May 13, 2021 (Agenda Item No. 9), the MTS Board approved the purchase of eight (8) Fast DC 180 kW Electric Chargers, and twenty-four (24) overhead inverted pantographs for the South Bay Maintenance Facility (SBMF) from Heliox. Heliox has the newest telematics system, simultaneous charging functionality (parallel charging), remote monitoring, and energy management. The chargers have a maximum charge rate of 180 kW. Rate of charger varies considerably based on bus battery management system profiles that include temperature balancing / monitoring to maintain the life expectancy of the high-voltage batteries. The chargers and pantographs for IAD under this procurement are the same as those at SBMF and have the same 3:1 sequential charging ratio.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements and service contracts over \$150,000.00. On August 26, 2023, MTS issued a Request for Proposals (RFP) for qualified proposers to provide overhead charging system. On October 13, 2023, MTS received two proposals from:

Proposer Name	Firm Disadvantaged Business Enterprise Certification
Heliox Technology North America, LLC	N/A
LL Real Estate Group DBA Real City Charging Solutions	Disabled Veteran Business Enterprise (DVBE), Person with Disabilities Business Enterprise (PDBE), Small Business (SB) (Micro)

On December 8, 2023, an evaluation committee consisting of representatives from Finance, MTS Bus and CIP met and scored the proposal based on the following evaluation criteria:

Evaluation Criteria	Total Possible Points		
Qualifications of the Firm	25		
Staffing, Organization, and Management Plan	25		
Work Plan	25		
Cost and Price	25		
Total	100		

The table below represents the proposer's initial score and ranking:

Proposer Name	Cost (Inclusive of tax)	Technical Score	Cost Score	Total Score (Maximum total score: 100)	Ranking
Heliox	\$3,886,665.00	53.00	25.00	78.00	1
Real City Charging Solutions	\$5,828,287.75	28.00	16.74	44.74	2

Based on this scoring and the initial review, the evaluation committee proceeded with Heliox as the more superior proposal. They requested for a revised proposal from Heliox including clarification questions.

On February 6, 2024, MTS interviewed Heliox on the entire proposal including the responses to the revised proposal. Shortly thereafter, MTS requested another revised proposal which Heliox submitted on February 21, 2024. The proposal was for \$3,358,171.90 (\$3,179,146.90 + CA

Agenda Item No. 8 April 25, 2024 Page 3 of 3

sales tax \$179,025.00), a savings to MTS of \$528,493.10 from the initial proposal, a price that staff deems to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0761.0-24 (in substantially the same format as Attachment A), with Heliox, for the provision of the IAD overhead charging system, for a term of five (5) years, for a total of \$3,358,171.90.

/s/ Sharon Cooney

Sharon Cooney Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, <u>Julia.Tuer@sdmts.com</u>

Attachments: A. Draft Agreement, MTS Doc. No. B0761.0-24

B. Scope of WorkC. Cost Form



STANDARD AGREEMENT FOR

MTS DOC. NO. B0761.0-24

PROCUREMENT OF THIRTY (30) OVERHEAD DEPOT PANTOGRAPHS AND TEN (10) DC III FAST CHARGING POWER CABINETS, COMMISSIONING AND SERVICE LEVEL AGREEMENT FOR THE IAD DIVISION

IAD DIV	ISION	
THIS AGREEMENT is entered into thisoby and between San Diego Metropolitan Transit Sy following, hereinafter referred to as "Contractor":		_, 2024 in the State of California california public agency, and the
Name: Heliox Technology North America, LLC	Address:	165 Ottley Drive NE, Ste. 205
Form of Business: LLC (Corporation, Partnership, Sole Proprietor, etc.) Telephone: 404-397-3317	Email:	Atlanta, GA 30324 david.aspinwall@heliox- energy.com
Authorized person to sign Da contracts	vid Aspinwall	President Americas & Group CCO
	Name	Title
The Contractor agrees to provide services as specification (Exhibit A), Contractor's Cost/Pricing Fo Agreement, including Standard Conditions (Exhibit (Exhibit E). The contract term is for five (5) base years effective Payment terms shall be net 30 days from invoice da \$3,358,171.90. This amount shall not be exceeded we	rm (Exhibit B), and C), Federal Requ May 1, 2024 to Apr ate. The total cost	in accordance with the Standard irements (Exhibit D) and Forms il 30, 2029. of this contract shall not exceed
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HELIOX TECH	NOLOGY NORTH AMERICA, LLC
By:		
Sharon Cooney, Chief Executive Officer	By	
Approved as to form:		
By:	Title:	
Karen Landers, General Counsel		



SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1. BACKGROUND

San Diego Metropolitan Transit System (MTS) is looking for a Contractor to provide overhead charging system (Phase I) at MTS's Imperial Avenue Division (IAD) division. All goods delivery and services performed shall be completed 12 months after contract execution.

MTS currently has a Zero Emissions Bus (ZEB) program which will be procuring ZEBs and charging infrastructure to support this technology throughout the transition to 100% ZEB fleet. In addition, MTS has produced a Transition Study that outlines its commitment to transitioning its bus fleet from Compressed Natural Gas (CNG) to 100% ZEB through 2040. This was initiated by the passing of the California Air Resources Board (CARB) Innovative Clean Transit Rule (ICT), which is a purchase mandate of ZEBs for all California transit agencies. Due to site constraints at each of MTS's bus yards, all future charging equipment is expected to be a depot overhead pantograph charging system to help minimize loss of space. The overhead charging infrastructure is planned to be implemented at four (4) divisions supporting up to 600+ ZEBs over the next 20 years.

The criteria below describe the expected overhead charging system capabilities, and quantity for MTS's Battery Electric Bus (BEB) infrastructure at the IAD division, Phase I:

Note: the following counts are subject to change at the discretion of MTS.

MTS Division: IAD, 100 16th Street, San Diego, CA 92101:

- A. Ten (10) DC III Fast Charging Power Cabinets.
- B. Thirty (30) Overhead Depot Pantographs.

5.2. MTS OVERHEAD CHARGING SYSTEM CRITERIA

At a minimum, the expected overhead charging system must be able to integrate with MTS's current Charge Management System (CMS) and existing electric bus specifications that are outlined below.

Expected Charging System (quantities)

- A. Thirty (30) Gantry Mounted Depot Chargers (Pantograph)
 - Thirty (30) Radio Frequency Identification (RFID) Readers (recommend RFID tags for vehicles)
- B. Ten (10) DC III: minimum of 180 kW rate of charge power cabinets

Existing Electric Bus Type/Systems

- A. Seven (7) Gillig 40-foot battery electric bus (444 kWh energy storage system (ESS))
- B. Six (6) New Flyer XE40 40-foot (466 kWh ESS)
- C. Twelve (12) New Flyer XE60 60-foot (610 kWh ESS)

Existing Charge Management System

A. BP Pulse

5.3. OVERHEAD CHARGING SYSTEM TECHNICAL SPECIFICATIONS

- A. Overhead Depot Charging Specification (Outdoor): The outdoor overhead charging system must be capable to sequential, and simultaneous charge that's programmable with different strategies (e.g., charge each bus to max allowable capacity sequentially/simultaneously, with up to a design ratio (3:1) of three (3) depot pantographs connected to one (1) power cabinet. MTS, and/or charge management system should be able to adjust the programming to be able to adapt to MTS's service requirements, and allow flexibility in the technological design and programming of this system.
 - i. <u>Depot Overhead Charging System</u>: shall consists of up to thirty (30) depot pantographs, and ten (10) power cabinets that are interoperable with all commercially available electric bus manufacturers including, but not limited to:
 - a) New Flyer Xcelsior XE40/60 (have been validated, and tested).
 - b) Gillig BEBs (have been validated, and tested).

Overhead charging system shall also include the following, but not limited to:

- a) Depot pantographs must meet the following height requirements
 - i. Mounting height no higher than 16'.3"
 - ii. Maintain a minimum clear height of 12'.1.5" while retracted
 - iii. Bus charging height: between 10.2 11.4

Dimensions/Weight minimum:

- i. Height (home position) 50"
- ii. Width 45"
- iii. Depth 45"
- iv. Weight 300lbs
- b) Power cabinets capable of continuous 180 kW rate of charge.

Dimensions/Weight minimum:

- i. Height 95"
- ii. Width 32"
- iii. Depth 32"
- iv. 1300 lbs
- c) RFID Readers for additional communication protocol authentication that is SAE J3105B revision compliant for multiple depot pantographs charging in close proximity. In addition, to assist in encoding and programming RFID tags for all buses to utilize overhead charging system with RFID readers.
- d) Uninterruptible Power Supply (UPS) system for depot pantographs in case of power failures/outages that requires pantographs to retract (or approved design equal). This system is required to help prevent damage/injury of assets and personnel in the event of a power outage during a charging session.
- e) Indicator light system (MTS design approval).

- f) A complete inventory asset list of all components included and required for proposed overhead charging system that is expected to be delivered to MTS's division.
- ii. <u>Simultaneous and Sequential Electric Charging Equipment</u>: that can provide up to three (3) BEBs to connect (pantographs) to one (1) power cabinet, that are capable to charge either simultaneously or sequentially. This provides the ability, and flexibility to manage multiple bus energy demand requirements to effectively energize buses and to deploy them into service on schedule.
- iii. <u>Underwriter Laboratories</u> (<u>UL</u>) <u>Certified for Outdoor and Safety Operation</u>: overhead charging system will be installed outdoor and exposed to San Diego's micro climates. The overhead charging equipment must be UL certified completely for outdoor use and certified for all safety operations for 24 hours a day, every day of the year including, , but not limited to:
 - a) All potential weather events including rain, wind, and sun (heat/temperature)
 - b) Safety of personnel protection systems for electric vehicles
 - c) Safety of electric vehicle supply equipment
 - d) Electric vehicle conductive charging system
 - e) Minimum of ten (10) years.
- iv. Compliant SAE J3105 Depot Overhead Charging System: the overhead charging system must be compliant with SAE-approved charging standard SAE J3105 and continue to stay up-to-date with any J3105 revisions throughout the life of the Service Level Agreement at a minimum that's negotiated between MTS and Contractor. Proposers shall include a detailed description of charging infrastructure required to charge buses at depot and specify its compliance with SAE J3105. Infrastructure to be included, but not limited to:
 - a) Compliant with J3105B revision for overhead depot charging system with communication protocol for multiple pantographs in close proximity.
- v. <u>Bus Manufacturer BEB System(s)</u>, and Compatibility: proposed overhead depot charging systems for use with BEBs and in conjunction with BEB's battery management system (BMS) must comply with the battery manufacturers electrical and thermal limits.
 - a) Must be able to work/coordinate with bus manufacturers and component vendors for all back-end programming/firmware, and updates that include, but not limited to:
 - BMS/battery system (have been tested/validated).
 - o Charge controller (have been tested/validated).
 - Traction motor (have been tested/validated).

B. Inspection, Acceptance and Commissioning:

- i. The Contractor will coordinate with all necessary stakeholders involved, including but not limited to: MTS, designer, construction management, CMS Contractor (BP Pulse), utility [San Diego Gas & Electric (SDG&E)], bus manufacturer/component vendors, micro-grid contractor (if applicable) during installation, inspection, testing, acceptance, and commissioning of overhead charging system.
- ii. The Contractor shall provide an acceptance testing and commissioning plan for all supplied equipment for the overhead charging system that will include detailed checklist for testing, validating, and commissioning the overhead charging system. Included in testing/commissioning plan shall be a list of action items to be performed by installation contractor and/or third-party vendors during installation that would require technical support, and how the Contractor plans to provide support for these action items.
- iii. MTS will prepare a punch list in coordination with Contractor as a result of equipment physical inspections, start-up tests including but not limited to: bus, and CMS, and functional demonstrations. The completion schedule for punch list will be agreed upon by MTS and Contractor.
- iv. During time of acceptance, validation/testing, and commissioning, Contractor shall submit a written report to MTS listing all incidents, and action items required throughout the test/validation, and commissioning plan.
- v. Acceptance testing/validation, and commissioning involves ensuring that the overhead charging system solution integrates with up to fifteen (15) of MTS's existing and/or planned BEB fleet that will potentially utilize the overhead charging system. In addition, overhead system solution must be able to integrate with MTS's existing CMS Contractor, BP Pulse, and demonstrate the successful operation of CMS management, monitoring, troubleshooting, and data reporting. MTS may observe any testing in progress.
- vi. Overhead charging system acceptance will be considered complete upon the Contractor's demonstration to MTS that the overhead depot charging system's design, delivery, assembled, installation, and testing/commissioning are fully compliant with all operational requirements, and all punch list items are complete. The Contactor shall coordinate the scheduling of acceptance, testing/validation, and commissioning action items to minimize disruptions to MTS's bus operations.

C. Performance Testing/Validation (including but not limited to):

- Pantograph/Power Cabinets: The Contactor shall demonstrate/validate, and commission overhead charging system with up to fifteen (15) BEBs for all thirty (30) pantographs including RFID readers.
- ii. <u>Emergency Shutdown Protocol</u>: The operation of the emergency shutdown system shall be tested/validated for compliance.

D. Functional Tests (including but not limited to):

i. <u>Simultaneous and Sequential Charging:</u> for all ten (10) power cabinets, and thirty (30) depot pantographs.

- ii. <u>CMS Integration:</u> for remote monitoring, troubleshooting, and management of overhead charging system.
- iii. Ancillary Components and Action Items: operation and function of ancillary components and action items of overhead charging system shall be tested. Incidents shall be recorded and corrected by Contractor to MTS's satisfaction. Ancillary components and action items include, but not limited to: indicator lighting, doors, and locks, control panels, RFID readers & tags, UPS (or design equal), switches, and any security systems.

Final commissioning and acceptance of the overhead charging system will be completed on up to fifteen (15) planned BEBs that will utilize the overhead system. The Contractor shall coordinate with BEB manufacturers to ensure each power cabinet, and pantograph integrates with potential BEBs to use system, and CMS, as applicable and to the requirement of this RFP, including:

- i. Punch list: resulting from inspection, testing/validation, and commissioning plan carried out by MTS and Contractor, are addressed and completed to the satisfaction of MTS.
- ii. Contractor has presented all required deliverables per the contract terms.
- iii. The Contractor has completed all operational and emergency response training.

5.4. WARRANTY

Contractor shall provide a minimum five (5) year parts and labor Service Level Agreement (SLA) that includes planned operations, and maintenance which shall commence upon the date of final acceptance of overhead charging system issued by MTS. Contractor should clearly define all terms of the warranty in their response. The Contractor proposer is invited to list other available warranty options, clearly defining terms. In addition, in the proposal as an add alternate, the Contractor to recommend potential spare parts and quantities MTS to keep on-hand initially after final commission of charging equipment.

- A. Warranty Repairs: A Contractor representative/field technician must respond on site or via remote diagnostic within 24 hours of receiving initial notification from MTS and/or CMS vendor under SLA.
- B. Spare Parts Plan: The Contractor shall provide MTS with a spare parts list that the contractor will maintain during the Service Level Agreement (SLA) negotiated, to meet the warranty repair requirements under the contract for the overhead charging system.

5.5. TROUBLESHOOTING/MAINTENANCE SUPPORT

Proactive remote diagnostics, troubleshooting, and fault reporting will be managed through 24/7 monitoring by CMS vendor. MTS requires Overhead Charger System manufacturer to allow CMS vendor full access through Open Charge Point Protocol (OCPP 1.6J). In addition, Contractor shall provide communication protocol plan/system for repair, and tracking work orders, component replacement inventory, and warranties for MTS and/or CMS vendor to access.

Support procedures/SLA must meet existing charging equipment system warranties or better.

i. Response: On site or via remote diagnostic within24 hours of receiving notice from MTS and/or CMS Contractor.

- A. Respond and manage charging interruptions: Accommodate charging operations, repairs and communication protocols where bus charging sessions are interrupted due to either scheduled or unscheduled maintenance operations, mid-charging, and/or require charger system component repairs.
- B. Overhead charging system must remain functional during an internet or network outage (e.g. redundancy plan, failure modes, etc.).

5.6. TRAINING

Contractor shall provide training for MTS staff as a train-the-trainer type class setting upon completion of system installation, and commissioning. The training plan shall at a minimum include overhead charging system familiarization, preventative maintenance requirements, and observation, troubleshooting, and emergency response. The Contractor shall provide a training plan and schedule of hours that are required for MTS approval.

The Contractor shall also provide parts manuals, training procedures (operating/maintenance), and any guidance documents, in electronic (PDF) format. Maintenance manuals shall include step-by-step instructions to properly maintain all overhead charging system equipment/components. In addition, to Process and Instrumentation Drawings (P&ID's) and detailed descriptions of system function and operation, maintenance manuals shall minimally include information on proper troubleshooting procedures, system logic, preventative maintenance plan, and repair procedures for all major components, and systems.

5.7. GENERAL REQUIREMENTS

- A. The Contractor shall coordinate with, but not limited to: bus manufacturers, CMS vendor, designer, construction management, electrical contractor, and utility, if specified, to finalize overhead charging equipment requirements.
- B. The Contractor shall provide CMS vendor full access to manage, and monitor overhead charging system through an Open Charge Point Protocol (OCPP) compliant system of 1.6J or greater. The method of control, and access level should include, but not limited to: charging optimization, schedule management, fault codes, remote monitoring, troubleshooting (system reset(s)), and all data points collected from overhead charging system.
 - i. The Contractor shall also include all OCPP revisions for overhead charging system produced by SAE J3105 under the warranty period negotiated.
 - ii. The Contractor shall provide a detailed description of all data monitoring, fault notification/description, and control solutions for proposed overhead charging system.
 - iii. All overhead charger notifications shall include, but not limited to: charge session data (ex. charge stopped/faulted), fault code errors, etc., and shall be readily accessible to MTS, and CMS Contractor.
- C. The Contractor shall coordinate with bus manufacturer/component sub-contractors to maintain proper communication protocol with overhead charging system and buses that include but not limited to: firmware updates, and any back-end programming that is required for charge session operations.
- D. An emergency shutdown system (ESD) shall be provided that includes, but not limited to:
 - i. Shall stop all BEB charging when ESD is activated.
 - ii. The ESD system shall be normally closed and trip open, and shall be expandable so additional switches may be added.
 - iii. ESD button location shall be determined during pre-construction and approved by MTS.

- E. Controls shall include features to ensure user safety protocols, in compliance with all applicable OSHA, NFPA, NEC, and any other safety regulations.
- F. The Contractor shall propose the best method(s) for needed data connections with overhead charging system.
- G. The Contractor shall provide detailed description for all security protocols levels of access, and back-end security firewall(s), etc. for MTS approval. Proposers must complete the Vendor Security Questionnaire attached as Attachment 2.
- H. The Contractor shall provide MTS with all updates to maintenance manuals, parts lists, and procedures for all systems, equipment, and/or components of overhead charging system as issued by the Contractor and/or suppliers to Contractor.
- I. Installation shall comply with NEC.
- J. The Contractor shall also include a spare part plan recommendation for MTS post-warranty to keep on-hand to manage during the life expectancy of overhead system and minimize down times.

5.8. VENDOR INFORMATION SECURITY RESPONSIBILITIES

MTS has established the following responsibilities to ensure the security of vendor operations in accordance with MTS policies, standards, and SOPs. The following procedures outline the expectations for Contractor and any subcontractors:

- A. **Contractor Lists-**Contractor and any subcontractors must provide an up-to-date list of all staff working on the contract. This list should be promptly updated and submitted to MTS whenever there are staff changes.
- B. **ID and Security Clearances**-Contractor and subcontractor onsite technicians must be issued MTS security badges/key cards. These badges/key cards should be visibly displayed at all times while on MTS premises.
- C. Incident Reporting-Contractor and subcontractors agree to promptly report any security incidents or breaches involving their systems or access to the MTS Radio network and systems. Detailed incident response procedures should be provided, and cooperation in investigations, including the provision of necessary logs and evidence, is expected.
- D. **Change Management-**Contractor and subcontracted personnel must adhere to all applicable MTS change control processes and procedures.
- E. **Patch Management-**Contractor and subcontractors agree to promptly apply security patches and updates to their systems and software used to perform services in this contract.
- F. **Data Protection and Privacy-**The vendor must protect MTS data in accordance with applicable laws and regulations, including those related to data privacy. Appropriate safeguards should be implemented to ensure the confidentiality, integrity, and availability of MTS data.
- G. Remote Access and Forms-Remote access must be uniquely identifiable, and password management should comply with MTS password standards' reserves the right to determine the applicable virtual private network and encryption technologies used to access their systems and network. Remote access forms must be updated and submitted yearly or upon request by MTS.
- H. **Contractor Termination-Upon** departure of a contractor from MTS for any reason, Contractor or subcontractors must ensure that all sensitive information is collected and returned to MTS or destroyed within the timeframe specified in the original contract terms.
- I. Keycard and Security Access-Upon termination of the contract or at the request of MTS, Contractor and subcontractors must surrender all MTS-issued identification badges, access cards, equipment, and supplies immediately. Equipment and supplies retained by Contractor or subcontractors must be documented and authorized by the MTS contract POC or their designee.

- J. **Auditing and Compliance-** Contractor or subcontractor are required to comply with all applicable MTS security Policies, Standards and SOP's. Contractor and subcontractor must comply with MTS when conducting an audit or risk assessment based on contractual obligations and applicable security policy's, standard and SOP's set by MTS.
- K. Disclosure and Sub-Contractor Security-If the vendor engages subcontractors or third-party service providers, they must ensure that these entities adhere to the same vendor information security obligations outlined in this contract. The vendor is responsible for the security practices of their subcontractors and should perform due diligence in selecting and monitoring them.
- L. **Training and Awareness-**Contractor and subcontractors agree to provide security awareness training to individuals who have access to the MTS network or systems. The training should cover topics such as security policies, data handling, and incident response procedures. If training cannot be provided by Contractor or subcontracted staff then MTS provided training must be competed on initial access and yearly refresher training.

5.9. BUY AMERICA

This scope of work may trigger Buy America and/or Build America Buy America requirements, which apply to construction materials, manufactured products, rolling stock, iron and steel. The below list of definitions and examples is not exhaustive and is only to be used as illustrative and a guidance tool for Contractor compliance.

A. [NOT APPLICABLE] CONSTRUCTION MATERIALS

B. MANUFACTURED PRODUCT

Per IIJA Section 70912 (2)(B), all manufactured products used in the project must be produced in the United States. Examples for manufactured products provided per Appendix A to 49 CFR 661.3 include: Infrastructure projects not made primarily of steel or iron, including structures (terminals, depots, garages, and bus shelters), ties and ballast; contact rail not made primarily of steel or iron; fare collection systems; computers; information systems; security systems; data processing systems; and mobile lifts, hoists, and elevators.

C. [NOT APPLICABLE] ROLLING STOCK

D. IRON OR STEEL

Per IIJA Section 70912 (2)(A), all iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Examples of iron and steel provided per Appendix A to 49 CFR 661.3 include: Items made primarily of steel or iron such as structures, bridges, and track work, including running rail, contact rail, and turnouts.

5.10. 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.

- 5.11. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)
- 5.12. [NOT APPLICABLE] NO RIGHT TO POST SIGNS

	Heliox				
Qty	Item Description	Heliox Internal Naming	Unit cost	Extended cost	Payment terms
10	180 kWh Power Cabinet	Depot Chargers: FAST DC/OC 180kW/60kW/60kW UL - Multi Port HE9821001-01	\$ 79,500.00	\$ 795,000.00	Shipment is FOB destination. Paid 80% payment at shipment receipt and acceptance by MTS. Acceptance will be within 48 hours of receipt; 20% at commissioning acceptance. Payable within 30 days after the date of invoice.
4	Factory Acceptance Test	Factory Acceptance Test Included FAT All Chargers	\$ -	\$ -	N/A
30	Depot Pantograph	Dispensers: DEPOT Inverted Pantograph (250A UL) - HE2121247-01 - Schunk SLS301.102 HE2121247-01. *Including: Control box + RFID + Status Light + Depot ACD with 12 second cycle time and maximum of 360mm of travel	\$ 50,500.00	\$ 1,515,000.00	Shipment is FOB destination. Paid 80% payment at shipment receipt and acceptance by MTS. Acceptance will be within 48 hours of receipt; 20% at commissioning acceptance. Payable within 30 days after the date of invoice.
30	Bus Pairing/Commissioning	Support: Bus Pairing / Commissioning. Includes support for integration with BP Pulse (In Hours)	\$ 500.00	\$ 15,000.00	Invoiced after services are incurred. Payable within 30 days after the date of invoice.
30	Site Acceptance Test/Commissioning	Support: Site Acceptance Test - SAT & Commissioning 30 Depot Chargers *Including: Functional test	\$ 3,000.00	\$ 90,000.00	Invoiced after services are incurred. Payable within 30 days after the date of invoice.
1	*Warranty/Service Level Agreement	Support: 5 Year Warranty / Service Level Agreement	\$ 726,506.90	\$ 726,506.90	Each year billed at the beginning of the year. Payable within 30 days after the date of invoice.
1	Delivery/Transportation/Freight Cost	Support: Transportation. Shipping and Handling To San Diego, CA	\$ 15,000.00	\$ 15,000.00	Invoiced after services are incurred. Payable within 30 days after the date of invoice.
1	Lift Rental For Overhead Commissioning	Support: Lift Rental For Overhead Commissioning	\$ 20,000.00	\$ 20,000.00	Invoiced after services are incurred. Payable within 30 days after the date of invoice.
2	Site Assessment	Support: Site Assessment (days)	\$ 1,320.00	\$ 2,640.00	Invoiced after services are incurred. Payable within 30 days after the date of invoice.
1	Heliox Recommended Training	Support: Training - Maintenance & Operation - 2 Days, Max 12 Persons Per Class	\$ -	\$ -	N/A
	Total Proposal Cost			\$ 3,179,146.90	
		CA Sales Tax		\$ 179,025.00	Paid as part of each good received
	Overall Including Tax			\$ 3,358,171.90	

\$ 119,000.00
\$ 130,900.00
\$ 143,990.00
\$ 158,389.00
\$ 174,227.90
\$ 726,506.90
\$ \$ \$ \$



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024Agenda Item No. 9

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Railroad Ties - 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. L1663.0-24 (in substantially the same format as Attachment A), with Balfour Beatty Infrastructure, Inc. (Balfour), in the amount of \$167,475.00 for the purchase of railroad ties.

Budget Impact

The total contract cost of materials is estimated to be \$167,475.00 (Attachment C). The project will be funded by the San Diego Trolley, Inc. (SDTI) Track Maintenance Operating Budget account 370016-545500.

DISCUSSION:

Railroad ties within the SDTI right-of-way are essential to the operation of the Trolley. The typical useful life of railroad ties is approximately twenty-five (25) years, and MTS currently has ties on the system that have reached this term. Changing out ties that have reached and outlived their useful life is essential to having Trolley tracks in a State of Good Repair (SGR).

On January 20, 2024, MTS issued an Invitation for Bid (IFB) for the purchase of railroad ties. A total of four (4) bids were received by the deadline of February 21, 2024, and are summarized as follows:

Company Name	Bid Amount **	Firm Certification
Gemini Forest Products *	\$136,710.00	N/A
B&B Diversified Materials *	\$141,400.00	Disadvantage Business Enterprise (DBE)
Balfour	\$154,000.00	N/A
Trans Canada Forests Products	\$172,648.00	N/A

^{*}Non-responsive bidder



^{**}Does not include taxes

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Gemini Forest Products' bid was rejected and deemed non-responsive as they did not submit the bid form as required in the IFB.

B&B Diversified Materials' bid was rejected and deemed non-responsive as they could not confirm that the ties would meet and comply with the Scope of Work/Minimum Technical Specifications per the IFB.

Based on the bids received, and in comparison, with the MTS Independent Cost Estimate (ICE) of \$180,873.00, staff determined the Balfour's bid price to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. L1663.0-24 (in substantially the same format as Attachment A), with Balfour, in the amount of \$167,475.00 for the purchase of railroad ties.

/<u>s/ Sharon Cooney</u> Sharon Cooney

Chief Executive Officer

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

Attachments: A. Draft Agreement, MTS Doc. No. L1663.0-24

B. Scope of WorkC. Bid Form



STANDARD AGREEMENT

FOR

MTS DOC. NO. L1663.0-24

RAILROAD TIES

	,			of California
by and between San Diego Metropolitan Transit Systollowing, hereinafter referred to as "Contractor":	stem ("MTS"),	a California	a public age	ncy, and the
Name: _Balfour Beatty Infrastructure, Inc.	Address:	300 Galle	ria Parkway	, Suite 2050
		Atlanta	GA	30339
Form of Business: Corporation		City	State	Zip
(Corporation, Partnership, Sole Proprietor, etc.)	Email:	wpfeffer@	balfourbeat	tyus.com
Telephone: 909-770-7020	_			
Authorized person to sign contracts Will F	effer	Area Op	erations Ma	nager - Rail
Na	me		Title	
Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D), and Forms (Exhibit E). The contract term is effective from May 1, 2024 through August 1, 2024. Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$167,475.00 without the express written consent of MTS.				
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	BALFOUR	BEATTY INF	RASTRUCT	JRE INC.
By:				
Sharon Cooney, Chief Executive Officer	Ву			
Approved as to form:				
Ву:	Title:			
Karen Landers, General Counsel				



SCOPE OF WORK/TECHNICAL SPECIFICATIONS

1. GENERAL

Contractor shall provide Douglas Fir Railroad Ties (or hardwood as alternate material) as a one-time purchase. The estimated quantities are shown in Exhibit B. MTS may elect to reduce or increase the quantities to be purchased based on its needs and available budget, and that the estimated quantities provided are used for bidding purposes only.

Included in Section 3.26 of the General Provisions is the Request for Approved equal (RFA) information. Complete documentation should be provided in support of any RFAs submitted by Bidders for MTS' review and response, and must be submitted by the deadline provided in the calendar of events. Any RFAs submitted with the bid package at bid opening will not be accepted.

2. MATERIAL

- A. All timber cross ties and switch rail ties shall be new and conform to the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual, Volume 1, Chapter 30 "TIES", except as modified herein.
- B. Industrial Grade Cross ties are not permitted.
- C. West Coast Species shall meet or exceed W.C.L.B Specifications –Standard No.17 Grading Rules; Section 6: Special Use Grades-Railroad Ties; Item 192-a "SELECT" Railroad Ties. They are square edged. Pieces shall have not less than 6 annual rings per inch, on any radius from the pith, over the top ¼ of the tie.
- D. Ties shall be produced from Douglas Fir listed in the AREMA Manual, Volume 1, Chapter 30, Part 3, Section 3.1 "TIMBER CROSS TIES".
- E. Western Species Costal Douglas Firs (Cottonwood, Willow, Hackberry, Hem-Fir, Ponderosa Pine, Lodge Pine, Larch and Poplar) will not be acceptable.
- F. All cross ties shall be Douglas Fir AREMA grade five (5), or approved equal, and shall come with end plates.

3. QUALITY AND FABRICATION

- A. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, and large or numerous holes or knots.
- B. Ties shall be straight, well sawed, square cut at the ends, have bottom and top parallel, and have bark entirely removed.
- C. The AREMA Manual Part 3, Section 3.1.1.4 "Inspection" shall govern defect type, size, and location for determining acceptability of material.
- D. Kerf marks shall be 1/8' located on the top "sap side" of the cross tie.
- E. Kerf mark location as measured from end of tie shall be as follows:

Cross Tie Length

Distance for Cross Tie End

8 Feet 16 Inches

4. DESIGN

- A. Standard cross ties shall be eight (8) feet six (6) inches in length. Standard cross ties and contact rail ties shall measure seven (7) inches deep by nine (9) inches wide in cross section.
- B. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inches thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

5. MACHINING, INCISING, AND ANTI-SPLITTING DEVICES

- A. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual Section 3.6.2 "Preparation of Material Prior to Treatment (1995)".
- B. Dowels or nail plates only shall be used. Strip irons shall not be acceptable. Nail plates shall measure six (6) inches by eight (8) inches. Dowels shall be steel; either three (3) or four (4) fluted and shall be one half (1/2) inch in diameter with three-eights (3/8)-inch root diameter. Dowels shall be eight and three-quarters (8 ¾) inches long.
- C. Dowels or nail plates shall be applied to each of each tie in accordance with AREMA Manual Section 3.1.6 "SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES", and Section 3.1.7 "APPLICATION OF ANTISPLITTING DEVICES".
- D. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 "SPECIFICATIONS FOR MACHINING CROSS TIES (2014)".

6. CONDITIONING AND SEASONING

- A. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air drying, Boulton Drying, or vapor drying.
- B. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)". The process shall reduce the moisture content of Douglas Fir to a level of fifty (50) percent or less.

7. TREATMENT

- A. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in conformance with the AREMA Manual Part 3, Section 3.7.2. "TREATMENT (2002)," or approved equal.
- B. Treatment shall be by the full-cell process to obtain the maximum net retention. Retention shall be eight (8) lbs./cubic ft min. or refusal.

8. MARKING, BUNDLING, AND DELIVERY

- A. Ties shall be marked prior to preservative treatment. Ties shall be branded in the middle top surface with symbols that indicate the year of manufacture and the identity of the plant.
- B. Ties shall be bundled with steel strapping twenty (20) to the bundle and shipped in groups according to type, size and length. Timbers cross ties and switch ties shall be carefully handled to avoid damage in accordance with AREMA MRE, Chapter 30. Tie deliveries shall be made by flatbed truck.
- C. The delivery locations shall be at San Diego Trolley 1341 Commercial Street San Diego CA 92113. The Contractor shall notify the MTS Project Manager five (5) calendar day prior to delivery of crossing ties.
- D. All orders must be delivered in a timely manner. MTS has determined that 90 calendar days or less from the date of Notice to Proceed (NTP) is a satisfactory time for delivery. All orders must be delivered complete within this time frame unless otherwise approved by MTS.

9. INSPECTION AND CERTIFICATION

- A. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the Specifications. Green wood inspection prior to treating and end plating is preferred. Additional inspection after delivery may be made to ensure ties conform to the Specifications.
- B. The Manufacturer shall furnish, for each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

10. MEASUREMENT AND INVOICE PAYMENT

- A. Measurement of acceptable materials shall be the actual number of each timber tie manufactured and delivered in accordance with the specifications.
- B. Payment shall be made for each timber tie delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.
- C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.
- D. MTS shall process the invoice for payment within thirty (30) days of the final invoice approval date. Contractor shall reference the MTS purchase order number on the invoice, attach an itemized invoice along with supporting delivery receipts to the following address, and email to AP@sdmts.com.
- E. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment. Contractors must also indicate if any of the invoiced amount is for 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 of the Standard Conditions.

11. PAYMENT TERMS

Unless otherwise stated in the specifications or bid forms, one hundred (100%) of the contract price for each unit or units of material or equipment furnished and delivered under these specifications, will be paid to the Contractor within thirty (30) days after delivery to and acceptance by MTS of the unit or units ordered, as herein provided, and after the statements covering the unit or units have been presented to MTS by the Contractor.

Cash discounts as shown on the bid form shall be accepted at the option of MTS. Otherwise the terms will be Net thirty (30) from acceptance. Payment terms less than ten (10) days from acceptance will not be considered. *Advanced Payment is Not Allowable.*

12. BUY AMERICA

This scope of work may trigger Buy America and/or Build America Buy America requirements, which apply to construction materials, manufactured products, rolling stock, iron and steel. The below list of definitions and examples is not exhaustive and is only to be used as illustrative and a guidance tool for Contractor compliance.

12.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

12.2. MANUFACTURED PRODUCT

Per IIJA Section 70912 (2)(B), all manufactured products used in the project must be produced in the United States. Examples for manufactured products provided per Appendix A to 49 CFR 661.3 include: Infrastructure projects not made primarily of steel or iron, including structures (terminals, depots, garages, and bus shelters), ties and ballast; contact rail not made primarily of steel or iron; fare collection systems; computers; information systems; security systems; data processing systems; and mobile lifts, hoists, and elevators.

12.3. [NOT APPLICABLE] ROLLING STOCK

12.4. IRON OR STEEL

Per IIJA Section 70912 (2)(A), all iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Examples of iron and steel provided per Appendix A to 49 CFR 661.3 include: Items made primarily of steel or iron such as structures, bridges, and track work, including running rail, contact rail, and turnouts.

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.

4.14. MATERIAL SAFETY DATA SHEETS (MSDS)

MTS retains the safety data sheets on an electronic database (currently CloudSDS). Upon award, Contractors shall email the MSDS for chemicals that any individuals may be exposed to, attention Ngan Nguyen, MTS Environmental Health and Safety Specialist at Ngan.Nguyen@sdmts.com to upload into the database. The Contractor shall notify the MTS Environmental Health and Safety Specialist if there are changes or updates to the MSDS during the term of the contract to ensure the MTS database is kept updated throughout the contract

15. WARRANTY

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

16. REPLACEMENT PARTS

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

17. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to SDTI, 1341 Commercial Street, San Diego, California 92113 unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

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

18. [NOT APPLICABLE] LIQUIDATED DAMAGES

19. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK

L1663.0-24

Railroad Ties IFB

ATT 1 - Bid Form Rev2

** Fill in the Green Cells **

All order must be delivered in a timely manner. MTS has determined that 90 calendar days or less from the date of Notice to Proceed (NTP) and/or Purchase Order (PO) is a satisfactory time for delivery. All orders must be delivered complete within this time frame unless otherwise approved by MTS.

Bidder to check one:

х	Yes, I can meet the 90 calendar days or less delivery date from date of NTP
	No, I cannot meet the 90 calendar days or less delivery date from date of NTP

If no, in how many calendar days can you delivery to MTS?

#	Description	*Est. # of Ties	**Unit Cost	**Extended Total
	Standard cross ties shall be eight (8) feet six (6)			
	inches in length. Standard cross ties and contact rail			
	ties shall measure seven (7) inches deep by nine (9)			
1	inches wide in cross section	1,400	\$ 110.00	\$ 154,000.00
2	Total Delivery Cost (If applicable)			
3	Overall Total (Basis for Award to Determine Lowest Bidder) \$ 154,000.00			

^{*}These estimates are for bidding purposes only, and do not reflect actual amounts or quantities to be used or ordered by MTS. The estimated quantities do not commit MTS to authorize any purchase. Actual usage may be more or less than estimated.

^{**}This cost excludes any taxes. Bidders should not include any tax as part of the bid cost. MTS will calculate CA sales tax and any lumbar taxes at PO issuance.

(Basis for Award)	
Overall Total	\$167,475.00
CA Lumbar Tax (1%)	\$1,540.00
Tax (7.75%)	\$11,935.00



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024 Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Hewlett Packard Enterprise (HPE) Synergy for Operations Control Center (OCC) Data Center – 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. G2833.0-24 (in substantially the same format as Attachment A), with Nth Generation Computing, Inc. (Nth), effective for five (5) years, for the purchase of HPE Synergy equipment, software, and support/services in the amount of \$283,820.08.

Budget Impact

The total cost of this project is estimated to be \$270,634.00 plus \$13,186.08 sales tax, for a total of \$283,820.08 (Attachment C). The project will be funded by the Capital Improvement Program (CIP) – Server Refresh account and Information Technology (IT) Operations Budget cost center accounts reflected below.

CIP WBSE/ Cost Center – GL Account	Amount
1007122201-599902	\$183,329.08
661010-571250	\$100,491.00
Total	\$283,820.08

DISCUSSION:

The Operations Control Center (OCC) is the central location from which rail and security dispatch operates. The OCC includes technology to monitor the locations of trolley vehicles and to view CCTV camera footage at various locations. The back end of this facility requires network infrastructure to support this technology.

The servers hosting the virtual environment in the OCC data center, running critical applications for MTS, are nearing the end of service life and are due for replacement. These servers are running inside a HPE C7000 chassis purchased in 2013 and its replacement is now called the HPE Synergy chassis. This chassis is able to cover the same workload as the previous chassis



with less hardware which means lower licensing costs since there will be fewer virtual host servers to support.

On February 1, 2024, MTS issued an Invitation for Bid (IFB) requesting bids for HPE Synergy for OCC. By the bid due date of March 1, 2024, MTS received a total of eight (8) bids. The apparent lowest bidder, Saitech, was deemed non-responsive due to an invalidated bid. Therefore, staff proceeded with the second lowest responsive and responsible bidder, Nth.

Based on the cost comparison of the bids received, staff has determined Nth's pricing to be fair and reasonable and recommends awarding the contract to Nth.

#	Bidder	Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Business (SB), Woman-Owned Business (WBE)	Bid Amount (excluding 7.75% sales tax)
1	Saitech*	MBE	\$ 189,769.80
2	Nth Generation Computing Inc	N/A	\$ 270,634.00
3	Alztel	N/A	\$301,635.39
4	Questivity,Inc	SB, DBE	\$320,838.88
5	Southern Computer Warehouse, Inc	N/A	\$ 323,591.99
6	SHI International Corp	MBE, WBE	\$ 339,757.71
7	vPrime Tech Inc	MBE	\$ 480,095.99
8	Smart IT Pros Inc	MBE and WBE	\$ 519,425.31

^{*}Non-responsive Bidder

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2833.0-24 (in substantially the same format as Attachment A), with Nth, effective for five (5) years, for the purchase of HPE Synergy equipment, software, and support/services, in the amount of \$283,820.08.

/s/ Sharon Cooney

Sharon Cooney Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, <u>Julia.Tuer@sdmts.com</u>

Attachments: A. Draft Agreement, MTS Doc. No. G2833.0-24

B. Scope of Work

C. Bid Form G2833.0-24



STANDARD AGREEMENT FOR

MTS DOC. NO. G2833.0-24

HEWLETT PACKARD ENTERPRISE (HPE) SYNERGY FOR OCC

THIS AGREEMENT is entered into this or by and between San Diego Metropolitan Transit Systollowing, hereinafter referred to as "Contractor":		, 2024 in the State of California a California public agency, and the		
Name: Nth Generation Computing, Inc.	Address:	17055 Camino San Bernardo		
		San Diego, CA 92127		
Form of Business: Corporation (Corporation, Partnership, Sole Proprietor, etc.)	_ Email:	bbryant@datelsys.com		
Telephone: (858) 451-2383				
	Russell	EVP/CFO		
Na	me	Title		
The Contractor agrees to provide services with goods as specified in the conformed Scope of Work/Minimum Technical Specification (Exhibit A), Contractor's Bid/Pricing Forms (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), and Forms (Exhibit D). The contract term is for five (5) years effective May 10, 2024 through May 9, 2028. Payment terms shall be net thirty (30) days from invoice date. The total cost of this contract (inclusive of CA 7.75% sales tax) shall not exceed \$270,634.00 without the express written consent of MTS.				
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	NTH GE	NERATION COMPUTING, INC		
By:				
Sharon Cooney, Chief Executive Officer	Ву			
Approved as to form:				
By:	Title:			
Karen Landers, General Counsel				



4. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

4.1. INTRODUCTION

MTS's Information Technology (IT) Department is soliciting bids from experienced firms' resellers and/or individuals capable of providing a server refresh for Operations Control Center (OCC) VMware cluster and replacement of Hewlett Packard Enterprise (HPE) C7000 chassis. The hardware is to replace the HPE C7000 chassis at OCC which was purchased in 2013. C7000 and blade servers are nearing end of service life. Servers need to be CTO from HPE. The OCC VMware cluster is currently running on 9 server blades within an HPE C7000 chassis. The HPE Synergy is the replacement for the older C7000 chassis. We are consolidating down to 6 server blades with similar or better resources to support the same workloads. This means less hardware and power required to support the same environment and lower licensing costs since less ESXi hosts to license, 6 instead of 9. MTS seeks a one-time purchase of the equipment listed in Attachment 1, plus five years of customer support service.

4.2. MINIMUM REQUIREMENTS

- A. All HPE equipment or hardware shall come from HPE or from authorized HPE reseller. Only with an active Hewlett Packard Enterprise (HPE) Partner ID.
- B. All HPE equipment shall be in proper condition, brand new and not refurbished or remanufactured with its original HPE packaging.
- C. All HPE equipment shall be running the safest and most up-to-date software specified in this Scope of work..
- D. All HPE equipment warranty shall cover the defects resulting from defective parts, materials, or manufacturing if such defects are revealed during the period of 6 months since the date of purchase or/and shall have hardware limited warranty option.
- E. For the defective parts under warranty, the vendor shall provide a return label. MTS will only send back the defective parts once we've received the replacement.
- F. HPE Brand or any HPE compatible products and services herein, is required to be with the highest level of quality standards and backed by warranty and shall be sourced through authorized HPE distributors.
- G. All HPE equipment shall be delivered in complete\full packages to the address specified under Section 4.9. In addition, the packages label shall specify the PO number.

4.3. SCOPE OF WORK/TECHNICAL SPECIFICATIONS (SEE ATTACHMENT 1)

4.4. [NOT APPLICABLE] BUY AMERICA

- 4.1.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS
- 4.1.2. [NOT APPLICABLE] MANUFACTURED PRODUCT
- 4.1.3. [NOT APPLICABLE] ROLLING STOCK
- 4.1.4. [NOT APPLICABLE] IRON OR STEEL

4.5. INVOICES

Invoices must be sent to the MTS Accounting Department, via email, at <u>ap@sdmts.com</u>. 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.

4.6. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)

4.7. WARRANTY

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

4.8. REPLACEMENT PARTS

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

4.9. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to MTS, 100 16th Street, San Diego, California 92101 unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

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

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

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

4.10. [NOT APPLICABLE] LIQUIDATED DAMAGES

4.11. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK



G2833.0-24 HPE Synergy for OCC - Bid Form

MTS Doc. No. G2833.0-24

Bidder Name: Nth Generation Computing, Inc.

Cooperative Purchasing Program ref. number: (e.g.GSA, NASPO, CMAS, OMNI reference) if applicable: HPE pricing is in accordance with CA NASPO ValuePoint Contract #7-15-70-34-002.

*Please specify the reference number of the Cooperative Purchasing Agreement used as the basis of your bid.

*Please	specify the refe	erence number of the Cooperative Purchasing Agreemen	t used as th	ne basis of your bid				
Item #	Product #	Item Description	Quantity	Unit of Measure		Unit Price	Ex	tended Price
0100	P51174-B21	HPE Synergy 12000 Configure-to-order Frame ABA HPE Synergy 12000 CTO Frame	1	Each	\$	3,241.00	\$	3,241.00
0101	P39531-B21	HPE Synergy 480 Gen11 Configure-to-order Compute Module 0D1 Factory Integrated	6	Each	\$	1,712.00	\$	10,272.00
0102	P49612-B21	Intel Xeon-Gold 5418Y 2.0GHz 24-core 185W Processor for HPE	12	Each	\$	1,867.00	\$	22,404.00
0103	P43331-B21	0D1 Factory Integrated HPE 64GB (1x64GB) Dual Rank x4 DDR5-4800 CAS- 40-39-39 EC8 Registered Smart Memory Kit	72	Each	\$	1,201.00	\$	86,472.00
0104	P39594-B21	0D1 Factory Integrated HPE SY480 Gen11 Drive Less Kit	6	Each	\$	99.00	\$	594.00
		0D1 Factory Integrated HPE 480GB NVMe Gen3 Mainstream Performance						
0105	P40513-B21	Read Intensive M.2 Multi Vendor SSD 0D1 Factory Integrated HPE NS204i-d Gen11 Ctrlr Kit	12	Each	\$	260.00	\$	3,120.00
0106	P39568-B21	0D1 Factory Integrated HPE Synergy 4820C 10/20/25Gb Converged Network	6	Each	\$	124.00	\$	744.00
0107	876449-B21	Adapter OD1 Factory Integrated	6	Each	\$	574.00	\$	3,444.00
0108	P39587-B21	HPE SY480 Gen11 CPU Front HS Kit 0D1 Factory Integrated	6	Each	\$	166.00	\$	996.00
0109	P39589-B21	HPE SY480 Gen11 CPU Rear HS Kit 0D1 Factory Integrated	6	Each	\$	186.00	\$	1,116.00
0110	867796-B21	HPE Virtual Connect SE 100Gb F32 Module for Synergy 0D1 Factory Integrated	2	Each	\$	8,618.00	\$	17,236.00
0111	882251-B21	HPE Synergy 100GbE/4x25GbE/4x32GbFC QSFP28 Transceiver 0D1 Factory Integrated	2	Each	\$	1,868.00	\$	3,736.00
0112	876852-B21	HPE Synergy 4-port Frame Link Module 0D1 Factory Integrated	2	Each	\$	918.00	\$	1,836.00
0113	453154-B21	HPE BladeSystem CClass Virtual Connect 1G SFP RJ45 Transceiver 0D1 Factory Integrated	2	Each	\$	126.00	\$	252.00
0114	P44712-B21	HPE 1800W-2200W Flex Slot Titanium Hot Plug Low Halogen Power Supply Kit 0D1 Factory Integrated	12	Each	\$	363.00	\$	4,356.00
0115	P51175-B21	HPE Synergy 12000 High Capacity Fan Kit 0D1 Factory Integrated	10	Each	\$	153.00	\$	1,530.00
0116	804938-B21	HPE Synergy Frame Rack Rail Kit 0D1 Factory Integrated	1	Each	\$	114.00	\$	114.00
0117	804943-B21	HPE Synergy Frame 4x Lift Handles 0D1 Factory Integrated	1	Each	\$	68.00	\$	68.00
0118	872957-B21	HPE Synergy Composer2 Management Appliance 0D1 Factory Integrated	2	Each	\$	2,253.00	\$	4,506.00
0119	P44074-B21	HPE Synergy Dual Slot Power Supply Adapter 0D1 Factory Integrated	6	Each	\$	125.00	\$	750.00
0200	JD095C	HPE FlexNetwork X240 10G SFP+ to SFP+ 0.65m Direct Attach Copper Cable	2	Each	\$	169.00	\$	338.00
	817040R-B21	HPE Synergy 40GbE/4x10GbE/4x8Gb FC QSFP+ RemanufacturedTransceiver	2	Each	\$	831.00	\$	1,662.00
	R3P67AAE	HPE Synergy 32Gb Fibre Channel Upgrade E-LTU HPE 100Gb QSFP28 to QSFP28 3m Direct Attach	2	Each	\$	1,500.00	\$	3,000.00
	845406-B21	Copper Cable	2	Each	\$	203.00	\$	406.00
	HU4A3A5	HPE 5Y Tech Care Critical Service	1	Each	\$		\$	
	HU4A3A5	WJN HPE Synergy 1200 Frame Supp	1	Each	\$	4,206.00	\$	4,206.00
	HU4A3A5	ZIQ HPE Synergy Composer2 Support	2	Each	\$	1,683.00	\$	3,366.00
	HU4A3A5	ZIR HPE Synergy VC SE 100Gb F32 Module Supp	2	Each	\$	3,969.00	\$	7,938.00
	HU4A3A500ES	HPE SY480 Gen11 Support	6	Each	\$	8,631.00	\$	51,786.00
0700	K2Q46A	HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable HPE BladeSystem c-Class 10GbE SFP+ to SFP+ 3m	4	Each	\$	195.00	\$	780.00
	487655-B21 H5UP2A1	Direct Attach Copper Cable HPE DC Integrat and Depl Pack SVC	2	Each Each	\$	85.00	\$	170.00
		ů i			_	14.050.00		14.050.00
	H5UP2A1	003 HPE DC 50 Pack Integrat and Depl SVC	1	Each	\$	14,250.00	\$	14,250.00
	HA124A1 HA124A1	HPE Technical Installation Startup SVC 5ZM HPE Synergy First Frame Startup SVC	1	Each Each	\$	15,945.00	\$	15,945.00
				Total E	nvi	ronmental Fee	\$	-
						Sub-Total	\$	270,634.00
Shipping \$							- 270 624 00	
(BASIS OF AWARD) GRAND TOTAL (All Inclusive): \$							Þ	270,634.00

$\underline{\textbf{BIDDER}\ \textbf{ACCEPTS}\ \textbf{RESPONSIBILITY}\ \textbf{FOR}\ \textbf{ACCURACY}\ \textbf{AND}\ \textbf{PRESENTATION}\ \textbf{OF}\ \textbf{THE}\ \textbf{ABOVE}\ \textbf{NUMBERS}.}$

ATT 1 - Bid Form G2833.0-24

Bidders pricing should not include sales tax. MTS will add tax at PO issuance.

^{*}The above quantities are for bidding pruposes only and are based on MTS' current usage. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the pricing form, and it is dictated by MTS actual requirements and the available funding at the time each order is initiated.



Account Manager: Julie Leon Email: julie.leon@nth.com

Inside Sales: Mifi Stewart Email: mifi.stewart@nth.com

Email Orders To: orders@nth.com Phone: 858-451-2383x118

Project #:114012 Quote Date: 02/28/2024 Quote Expires: 03/29/2024 Quote #:163218

Quoted to: Ship to:

Dennis Conzemius San Diego Metropolitan Transit System 100 16th St San Diego, CA 92101

HPE Synergy OCC-6xSY480 Gen11 5Y

PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
CACONTR		HPE pricing is in accordance with CA NASPO ValuePoint Contract #7-15-70-34 -002.			
		HPE Synergy Compute			
P51174-B21	1	HPE Synergy 12000 Configure-to-order Frame	\$3,241.00	\$3,241.00	Υ
P51174-B21:ABA	1	HPE Synergy 12000 CTO Frame			
P39531-B21	6	HPE Synergy 480 Gen11 Configure-to-order Compute Module	\$1,712.00	\$10,272.00	Υ
P49612-B21	12	Intel Xeon-Gold 5418Y 2.0GHz 24-core 185W Processor for HPE	\$1,867.00	\$22,404.00	Υ
P43331-B21	72	HPE 64GB (1x64GB) Dual Rank x4 DDR5 -4800 CAS-40-39-39 EC8 Registered Smart Memory Kit	\$1,201.00	\$86,472.00	Υ
P39594-B21	6	HPE SY480 Gen11 Drive Less Kit	\$99.00	\$594.00	Υ
P40513-B21	12	HPE 480GB NVMe Gen3 Mainstream Performance Read Intensive M.2 Multi Vendor SSD	\$260.00	\$3,120.00	Υ
P39568-B21	6	HPE NS204i-d Gen11 Ctrlr Kit	\$124.00	\$744.00	Υ
876449-B21	6	HPE Synergy 4820C 10/20/25Gb Converged Network Adapter	\$574.00	\$3,444.00	Υ
P39587-B21	6	HPE SY480 Gen11 CPU Front HS Kit	\$166.00	\$996.00	Υ
P39589-B21	6	HPE SY480 Gen11 CPU Rear HS Kit	\$186.00	\$1,116.00	Υ
867796-B21	2	HPE Virtual Connect SE 100Gb F32 Module for Synergy	\$8,618.00	\$17,236.00	Υ



Account Manager: Julie Leon			julie.leon@nth.com
Inside Sales:	Mifi Stewart	Email:	mifi.stewart@nth.com
Email Orders To:	orders@nth.com	Phone:	858-451-2383x118

Project #:114012 Quote Date: 02/28/2024 Quote Expires: 03/29/2024 Quote #:163218

Quoted to: Ship to:

Dennis Conzemius San Diego Metropolitan Transit System 100 16th St San Diego, CA 92101

HPE Synergy OCC-6xSY480 Gen11 5Y

TY DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
2 HPE Synergy 100GbE/4x25GbE/4x32GbFC QSFP28 Transceiver	\$1,868.00	\$3,736.00	Y
2 HPE Synergy 4-port Frame Link Module	\$918.00	\$1,836.00	Υ
2 HPE BladeSystem CClass Virtual Connect 1G SFP RJ45 Transceiver	\$126.00	\$252.00	Υ
2 HPE 1800W-2200W Flex Slot Titanium Hot Plug Low Halogen Power Supply Kit	\$363.00	\$4,356.00	Υ
HPE Synergy 12000 High Capacity Fan Kit	\$153.00	\$1,530.00	Υ
1 HPE Synergy Frame Rack Rail Kit	\$114.00	\$114.00	Υ
1 HPE Synergy Frame 4x Lift Handles	\$68.00	\$68.00	Υ
2 HPE Synergy Composer2 Management Appliance	\$2,253.00	\$4,506.00	Υ
HPE Synergy Dual Slot Power Supply Adapter	\$125.00	\$750.00	Υ
2 HPE Synergy 40GbE/4x10GbE/4x8Gb FC QSFP+ RemanufacturedTransceiver	\$831.00	\$1,662.00	Υ
2 HPE 100Gb QSFP28 to QSFP28 3m Direct Attach Copper Cable	\$203.00	\$406.00	Υ
HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable	\$195.00	\$780.00	Υ
2 HPE BladeSystem c-Class 10GbE SFP+ to SFP+ 3m Direct Attach Copper Cable	\$85.00	\$170.00	Υ
2 HPE Networking X240 10G SFP+ SFP+ 0.65m DAC Cable	\$169.00	\$338.00	Υ
	QSFP28 Transceiver 2 HPE Synergy 4-port Frame Link Module 2 HPE BladeSystem CClass Virtual Connect 1G SFP RJ45 Transceiver 2 HPE 1800W-2200W Flex Slot Titanium Hot Plug Low Halogen Power Supply Kit 3 HPE Synergy 12000 High Capacity Fan Kit 4 HPE Synergy Frame Rack Rail Kit 5 HPE Synergy Frame 4x Lift Handles 2 HPE Synergy Composer2 Management Appliance 6 HPE Synergy Dual Slot Power Supply Adapter 2 HPE Synergy 40GbE/4x10GbE/4x8Gb FC QSFP+ RemanufacturedTransceiver 2 HPE 100Gb QSFP28 to QSFP28 3m Direct Attach Copper Cable 4 HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable 2 HPE BladeSystem c-Class 10GbE SFP+ to SFP+ 3m Direct Attach Copper Cable 4 HPE Networking X240 10G SFP+ SFP+	HPE Synergy 100GbE/4x25GbE/4x32GbFC QSFP28 Transceiver HPE Synergy 4-port Frame Link Module \$918.00 HPE BladeSystem CClass Virtual Connect 1G SFP RJ45 Transceiver HPE 1800W-2200W Flex Slot Titanium Hot Plug Low Halogen Power Supply Kit HPE Synergy 12000 High Capacity Fan Kit \$153.00 HPE Synergy Frame Rack Rail Kit \$114.00 HPE Synergy Frame 4x Lift Handles \$68.00 HPE Synergy Composer2 Management Appliance \$2,253.00 HPE Synergy Dual Slot Power Supply Adapter HPE Synergy 40GbE/4x10GbE/4x8Gb FC QSFP+ RemanufacturedTransceiver HPE 100Gb QSFP28 to QSFP28 3m Direct Attach Copper Cable HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable HPE BladeSystem c-Class 10GbE SFP+ to SFP+ 3m Direct Attach Copper Cable HPE Networking X240 10G SFP+ SFP+ \$169.00	2 HPE Synergy 100GbE/4x25GbE/4x32GbFC QSFP28 Transceiver \$1,868.00 \$3,736.00 2 HPE Synergy 4-port Frame Link Module \$918.00 \$1,836.00 2 HPE BladeSystem CClass Virtual Connect 1G SFP RJ45 Transceiver \$126.00 \$252.00 2 HPE 1800W-2200W Flex Slot Titanium Hot Plug Low Halogen Power Supply Kit \$363.00 \$4,356.00 3 HPE Synergy 12000 High Capacity Fan Kit \$153.00 \$1,530.00 4 HPE Synergy Frame Rack Rail Kit \$114.00 \$114.00 5 HPE Synergy Frame 4x Lift Handles \$68.00 \$68.00 6 HPE Synergy Composer2 Management Appliance \$2,253.00 \$4,506.00 6 HPE Synergy Dual Slot Power Supply Adapter \$125.00 \$750.00 6 HPE Synergy 40GbE/4x10GbE/4x8Gb FC QSFP28 3m Direct \$831.00 \$1,662.00 6 HPE 100Gb QSFP28 to QSFP28 m Direct \$203.00 \$406.00 Attach Copper Cable \$195.00 \$780.00 4 HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable \$85.00 \$170.00 2 HPE BladeSystem c-Class 10GbE SFP+ to SFP+ \$169.00



Account Manager: Julie Leon Email: julie.leon@nth.com

Inside Sales: Mifi Stewart Email: mifi.stewart@nth.com

Email Orders To: orders@nth.com Phone: 858-451-2383x118

Project #:114012 Quote Date: 02/28/2024 Quote Expires: 03/29/2024 Quote #:163218

Quoted to: Ship to:

Dennis Conzemius San Diego Metropolitan Transit System 100 16th St San Diego, CA 92101

17055 Camino San Bernardo, San Diego, CA 92127

HPE Synergy OCC-6xSY480 Gen11 5Y

PART#	QTY DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
			\$170,143.00	
	Software			
R3P67AAE	2 HPE Synergy 32Gb Fibre Channel Upgra E-LTU	ade \$1,500.00	\$3,000.00	N
			\$3,000.00	
	Support			
HU4A3A5	1 HPE 5Y Tech Care Critical Service			
HU4A3A5:WJN	1 HPE Synergy 1200 Frame Supp	\$4,206.00	\$4,206.00	N
HU4A3A5:Z1Q	2 HPE Synergy Composer2 Support	\$1,683.00	\$3,366.00	N
HU4A3A5:Z1R	2 HPE Synergy VC SE 100Gb F32 Module Supp	\$3,969.00	\$7,938.00	N
HU4A3A500ES	6 HPE SY480 Gen11 Support	\$8,631.00	\$51,786.00	N
			\$67,296.00	
	Services			
H5UP2A1	1 HPE DC Integrat and Depl Pack SVC			
H5UP2A1:003	1 HPE DC 50 Pack Integrat and Depl SVC	\$14,250.00	\$14,250.00	N
HA124A1	1 HPE Technical Installation Startup SVC			

858-451-2383

nth.com

Page 3 of 4



Account Manager: Julie Leon			julie.leon@nth.com
Inside Sales:	Mifi Stewart	Email:	mifi.stewart@nth.com
Email Orders To:	orders@nth.com	Phone:	858-451-2383x118

Project #:114012 Quote Date: 02/28/2024 Quote Expires: 03/29/2024 Quote #:163218

Quoted to: Ship to:

Dennis Conzemius San Diego Metropolitan Transit System 100 16th St San Diego, CA 92101

HPE Synergy OCC-6xSY480 Gen11 5Y

PART#	QTY DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
HA124A1:5ZM	1 HPE Synergy First Frame Startup SVC	\$15,945.00	\$15,945.00	Ν
			\$30,195.00	

Quote Subtotal \$270,634.00

Tax Rate 7.750% \$13,186.08

Est. Shipping *

Payment Terms UNDER REVIEW

TOTAL DUE \$283,820.08

Remit to: Same Address DUNS #: 78-1123211 Federal ID #: 33-0451285 CAGE Code: 0YVL1 FOB: Destination

Ship Via: Fedex Ground/UPS / Your designated carrier

Terms: Net 30 (On Approved Credit)

^{*} Thank you for allowing Nth Generation to provide you with the above quotation. This quotation is the sole property of Nth Generation Computing, Inc. and is intended as an offer to sell goods and services to the client named in this quote.



Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Occupational Health Services - Contract Award

RECOMMENDATION:

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

- 1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2887.0-24 (in substantially the same format as Attachment A), with Concentra Medical Centers (Concentra), to provide occupational health services for a five (5) year base period with five (5) 1-year options, a total of ten (10) years, for a total contract cost of \$1,114,128.00;
- 2) Authorize the CEO to execute MTS Doc. No. G2888.0-24 (in substantially the same format as Attachment C), with Kaiser On-the-Job (Kaiser), to provide occupational health services for a five (5) year base period with five (5) 1-year options, a total of ten (10) years, for a total contract cost of \$1,351,200; and
- 3) Exercise options years at the CEO's discretion.

Budget Impact

The total cost of these contracts will not exceed \$2,465,328.00, this includes option years. The contracts will be funded by the Human Resources Operating account 711010-571160 and Employee Maintenance Operating account 711010-571170.

DISCUSSION:

MTS needs to retain one or more medical providers skilled in and familiarized with occupational medicine to perform comprehensive pre-placement, second opinion, and fit-for-duty medical examinations on employees or potential employees.

Department of Transportation (DOT) regulations require medical evaluations of employees, or potential employees, in "safety sensitive" positions and require that MTS conduct post-accident and reasonable suspicion drug testing.



For positions that are not regulated by the DOT, MTS requires pre-placement medical and physical examinations to assess the medical status of applicants selected for employment to ensure they are placed in positions appropriate to their abilities while minimizing the risk of future occupational injuries.

In accordance with applicable law, job applicants are examined only after receiving a job offer from MTS. Pre-placement examinations of all applicants consist of a detailed medical history questionnaire provided by MTS. The physician then reviews the medical history questionnaire, the job requirements as designated on the job specifications, and conducts the appropriate medical examination(s). A report is then provided to MTS's Human Resources Department, which assesses the individual's fitness to safely work in a particular job and identifies any necessary work restrictions caused by physical or psychological limitations.

The Department of Motor Vehicles (DMV) Medical Examiner Report is required by the State of California, pursuant to the United States DOT Public Safety Regulations (49 C.F.R. 391.41-391.49), to determine if a person is physically qualified to drive a commercial motor vehicle. In addition to DMV examinations for applicants for the Agency's bus and trolley operator and mechanic positions, MTS's current bus and trolley operator and maintenance employees are required to obtain DOT examination and recertification at least every two (2) years. The DMV examination is the same as the DOT examination for recertification. MTS requires that all physicals conducted on employees who will operate a revenue vehicle (e.g. Bus or Trolley) be performed by medical professionals certified as qualified by the Federal Motor Carrier Safety Administration ("FMCSA") and who are actively listed in the National Registry of Certified Medical Examiners.

MTS requires that all the successful Provider(s) coordinate and administer all testing necessary to complete employee physicals and determine if employees can safely perform their duties. For example, if sleep apnea testing (sleep study) is required by a Contractor, they must either administer the testing directly or retain a qualified subcontractor to perform the necessary testing.

On October 13, 2023, MTS issued a Request for Proposal (RFP) for Occupational Health Services on PlanetBids. MTS received a total of two (2) proposals on the due date of November 27, 2023, from the following firms:

Proposer	Firm Disadvantage Business
	Enterprise (DBE) or Small
	Business (SB) Certification
Concentra	N/A
Kaiser	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 of Individual		20%
2.	Staffing, Organization, and Management Plan		25%
3.	Work Plan		25%
4.	Cost and Price		30%
		Total	100%

The following table illustrates the initial scores of the proposers:

PROPOSER	TOTAL COST (BASE + OPTION)	AVG COST SCORE	AVG TECH SCORE	TOTAL AVG SCORE (TOTAL POSSIBLE: 100)	RANKING
Concentra	\$1,130,160.00	28.33	55.83	84.16	1
Kaiser	\$5,908,020.00	2.67	53.17	55.84	2

As a result of the initial review, both firms were within the competitive range. MTS invited both firms for an interview, which were held virtually on January 10, 2024. After interviews and negotiations, staff was able to reduce Concentra's cost proposal by \$16,032.00 (1.42%) and Kaiser's cost proposal by \$4,556,820.00 (77.13%). Kaiser's original cost proposal included a mathematical error and services not requested in the original scope of work. As a result, their revised cost proposal decreased significantly from their original cost proposal. The evaluation committee rescored both firms after as follows:

PROPOSER	TOTAL COST (BASE + OPTION)	AVG COST SCORE	AVG TECH SCORE	TOTAL AVG SCORE (TOTAL POSSIBLE: 100)	RANKING
Concentra	\$1,114,128.00	28.33	55.83	84.16	1
Kaiser	\$1,351,200.00	25.00	56.50	81.50	2

Based on the objectives of this procurement, consideration of the evaluation criteria and Concentra and Kaiser's technical and cost proposals, the evaluation committee determined both Concentra and Kaiser presented the best value to MTS.

Therefore, staff recommends that the Board of Directors authorize the CEO to:

- 1) Authorize the CEO to execute MTS Doc. No. G2887.0-24 (in substantially the same format as Attachment A), with Concentra, to provide occupational health services for a five (5) year base period with five (5) 1-year options for a total contract cost of \$1,114,128.00;
- 2) Authorize the CEO to execute MTS Doc. No. G2888.0-24 (in substantially the same format as Attachment C), with Kaiser, to provide occupational health services for a five (5) year base period with five (5) 1-year options for a total contract cost of \$1,351,200; and
- 3) Exercise options years at the CEO's discretion.

/<u>s/ Sharon Cooney</u> Sharon Cooney

Chief Executive Officer

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

Attachments: A. Draft Agreement MTS Doc. No. G2887.0-24

B. Cost Proposal - G2887.0-24 - Concentra C. Draft Agreement MTS Doc. No. G2888.0-24

D. Cost Proposal - G2888.0-24 - Kaiser



STANDARD AGREEMENT

FOR

MTS DOC. NO. G2887.0-24

OCCUPATIONAL HEALTH SERVICES

THIS AGI	REEMENT is entered into this _	day of _		, 2024 in the State of California		
by and b	etween San Diego Metropolita	n Transit System ('	'MTS"), a	a California p	oublic agend	cy, and the
ollowing,	hereinafter referred to as "Cor	ntractor":				
Name:	Occupational Health Centers	of California A	ddress:	5575 Ruffin	Road Suite	100
	dba Concentra Medical Cente	ers				
				San Diego	CA	92123
Form of	Business: Corporation	<u> </u>		City	State	Zip
(Cor	poration, Partnership, Sole Pro	prietor, etc.)	Email:	kathy_le@c	oncentra.co	<u>om</u>
Telepho	ne: <u>954-551-6763</u>					
Authoriz	ed person to sign contracts	Kathy Le		VP of Medic	cal Operatio	ns – Pacific
		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 a five (5) year base period with five (5) 1-year options, exercisable at MTS's sole discretion, for a total of ten (10) years. Base period shall be effective July 1, 2024 through June 30, 2029 and option years shall be effective July 1, 2029 through June 30, 2034, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$532,140.00 for the base years and \$581,988.00 for the option years, for a contract total not to exceed \$1,114,128.00 without the express written consent of MTS.



SAN DIEGO METROPOLITAN TRANSIT SYSTEM	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, DBA CONCENTRA MEDICAL CENTERS
Ву:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
By:	Title:
Karen Landers, General Counsel	



OCCUPATIONAL MEDICINE SERVICES

MTS DOC. NO. G2887.0-24 (ref: IFB #G2786.0-24)

NAME OF FIRM: Concentra Medical Centers

Service	Estimated quantity per month	# of months	Unit cost of service if performed at MTS worksite	ITEM TOTAL	Unit cost of service if performed at offsite location	ITEM TOTAL
Physical DOT	72	12		\$0.00	\$65.00	\$56,160.00
Physical Non-DOT	5	12		\$0.00	\$59.00	\$3,540.00
Physical Fit For Duty	2	12		\$0.00	\$57.00	\$1,368.00
Physical Return To Work	1	12		\$0.00	\$75.00	\$900.00
Physical Basic	5	12		\$0.00	\$59.00	\$3,540.00
Pre-Employment Drug	20	12		\$0.00	\$31.00	\$7,440.00
Post Accident Breath	15	12		\$0.00	\$32.00	\$5,760.00
Post Accident Drug	15	12		\$0.00	\$31.00	\$5,580.00
Sleep Apena or other Specialty	3	12		\$0.00	\$454.00	\$16,344.00
Reasonable Suspicion Drug	1	12		\$0.00	\$31.00	\$372.00
Hep B Vaccine	2	12		\$0.00	\$226.00	\$5,424.00
Base Year 1 Total			\$0.00		\$106,428.00	

**Unit cost is the same as at offsite location price. Additional cost of personnel requested and billed hourly with a 4 hour minimum.

Medical Assistant -\$85.00 per hour per hour per hour

Midlevel provider -\$125.00

MD/DO \$185.00 per hour

Additional testing may be requested by the Agency based on the job classification or by the physician. The physician may not conduct any additional tests without the Agency's prior written approval. Additional testing may include, but is not limited to the following. Please provide unit costs for the following tests:

Additional Test	Unit	Cost
Ishihara eye examination	\$	34.00
Complete blood count	\$	52.00
Hemoglobin and hemocrit	\$	59.00
Blood chemistry panel	\$	75.00
Range of motion – physical back exa		uded in PX n
TB skin test	\$	36.00
Lumbar spine X-ray	\$	55.00
Chest X-ray	\$	53.00
Pulmonary function test	\$	44.00
Sleep study	\$	454.00
Respirator Physical Exam	\$	94.00

Proposer shall submit pricing to provide the services for all the work described. The unit cost shall be a total all-inclusive cost for each service. Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS, and may be more or less than estimated.

On the monthly billing MTS shall only pay for actual usage.

Proposer accepts responsibility for accuracy and presentation of the above numbers.

All proposers must complete proposal forms as provided, failure to do so will deem the proposal non-responsive.



STANDARD AGREEMENT

FOR

MTS DOC. NO. G2888.0-24

OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT is enter	ΓHIS AGREEMENT is entered into this day of			, 2024 in th	ne State of	California	
by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, an					, and the		
following, hereinafter referre		• •	A'				
Name: Southern Californ	ia Permanente Medi	ical A	ddress:	PO Box 7415	14		
Group dba Kaiser	Permanente On-the	e-Job_					
				Los Angeles	CA	90074	
Form of Business: Partne	ership			City	State	Zip	
(Corporation, Partnersh	nip, Sole Proprietor,	etc.)	Email:	cheryl.l.finigar	n@kp.org		
Telephone: 818-518-424	14						
Authorized person to sign of	contracts Ch	eryl Finiga	n	Executive	Account M	/lanager	
		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 a five (5) year base period with five (5) 1-year options, exercisable at MTS's sole discretion, for a total of ten (10) years. Base period shall be effective July 1, 2024 through June 30, 2029 and option years shall be effective July 1, 2029 through June 30, 2034, if exercised by MTS.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$666,660.00 for the base years and \$684,540.00 for the option years, for a contract total not to exceed \$1,351,200.00 without the express written consent of MTS.



SAN DIEGO METROPOLITAN TRANSIT SYSTEM	SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, DBA KAISER PERMANENTE ON-THE-JOB
Ву:	
Sharon Cooney, Chief Executive Officer	Ву
Approved as to form:	
By:	Title:
Karen Landers, General Counsel	

OCCUPATIONAL MEDICINE SERVICES MTS DOC. NO. G2888.0-24 (ref: IFB #G2786.0-24)

NAME OF FIRM: KPOJ	NAME OF FIRM: KDO I
--------------------	---------------------

Service	Estimated quantity per month	# of months	Unit cost of service if performed at MTS worksite	ITEM TOTAL	Unit cost of service if performed at offsite location	ITEM TOTAL
Physical DOT	72	12		\$0.00	115	\$99,360.00
Physical Non-DOT	5	12		\$0.00	65	\$3,900.00
Physical Fit For Duty	2	12		\$0.00	95	\$2,280.00
Physical Return To Work	1	12		\$0.00	95	\$1,140.00
Physical Basic	5	12		\$0.00	65	\$3,900.00
Pre-Employment Drug	20	12		\$0.00	20	\$4,800.00
Post Accident Breath	15	12		\$0.00	30	\$5,400.00
Post Accident Drug	15	12		\$0.00	20	\$3,600.00
Sleep Apena or other Specialty	3	12		\$0.00	Referral	
Reasonable Suspicion Drug	1	12		\$0.00	20	\$240.00
Hep B Vaccine	2	12		\$0.00	363	\$8,712.00
Base Year 1 Total						\$133,332.00

Additional testing may be requested by the Agency based on the job classification or by the physician. The physician may not conduct any additional tests without the Agency's prior written approval. Additional testing may include, but is not limited to the following. Please provide unit costs for the following tests:

Additional Test	Uni	t Cost
Ishihara eye examination	\$	25.00
Complete blood count	\$	30.00
Hemoglobin and hemocrit	\$	31.00
Blood chemistry panel	\$	78.00
Range of motion – physical back e	\$	120.00
TB skin test	\$	20.00
Lumbar spine X-ray	\$	70.00
Chest X-ray	\$	55.00
Pulmonary function test	\$	35.00
Sleep study	\$	240.00
Respirator Physical Exam	\$	60.00

* Please review KPOJ's schedule A 1-5 years for employer choice and clinically indicated services.

Proposer shall submit pricing to provide the services for all the work described. The unit cost shall be a total all-inclusive cost for each service. Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS, and may be more or less than estimated.

On the monthly billing MTS shall only pay for actual usage.

Proposer accepts responsibility for accuracy and presentation of the above numbers.

All proposers must complete proposal forms as provided, failure to do so will deem the proposal non-responsive.



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024 Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Variable Messaging Sign (VMS) Media Converter & Cradlepoint Hardware - 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. G2839.0-24 (in substantially the same format as Attachment A), with Datel Systems Incorporated (Datel), effective for five (5) years, for the purchase of network equipment, in the amount of \$402,481.00.

Budget Impact

The total cost of this contract is estimated to be \$402,481.00. This contract will be funded by the following Capital Improvement Program (CIP) accounts:

MTS CIP	General Ledger Account	CIP	Amount
Orange Line VMS	599902	2005119601	\$77,465.00
Blue Line VMS	599902	2007118701	\$56,310.00
Green Line VMS	599902	2007118701	\$83,515.00
Bus Rapid Transit (BRT) VMS	599902	1006122901	\$55,109.00
Mid-Coast VMS	599902	1006122901	\$42,975.00
Spares	599902	2007118701	\$87,107.00
		Total	\$402,481.00

DISCUSSION:

MTS broadcasts next train arrivals, real-time alerts, and agency information to the public via the VMS system. The CIP includes projects to replace the VMS system (including 291 Daktronics and 95 Nanov signs that have reached their end-of-life usage) on each trolley line. Much of the technology and components for the system are outdated and unsupported or obsolete in some cases. The new equipment will maintain optimum performance and uptime. Today's proposed action would replace the media converter and Cradlepoint hardware that is necessary for the VMS system to function.



Media converters and Cradlepoint routers are necessary to establish connectivity between each VMS unit and the MTS network at trolley stations and bus stops. A media converter is a networking device that converts ethernet or other communication protocols from one cable type to another (i.e., ensuring compatibility and integration between traditional cabling systems and newer high-speed fiber optic technologies). A Cradlepoint router is a networking device that provides reliable and secure internet connectivity for various environments, including remote locations like MTS's transit centers. This equipment is necessary to feed the information into the VMS system so that the signs can display information for our customers:

- Omnitron single mode media converters are required to provide communication from the MTS network to the VMS system. One pair of media converters is required for each VMS.
 One media converter is to be installed within the VMS and the second is installed in the network communications box found at the VMS's respective location.
- Omnitron powered chassis are needed for in the installation of media converters in communication boxes found on MTS property.
- Cradlepoint IBR600C units are required to provide wireless communication for VMS installed at locations where an MTS communications box is not found. Examples of such locations are bus stops on or near city sidewalks and property. One unit is needed per sign at these locations.

On January 24, 2024, MTS issued an Invitation for Bid (IFB) requesting bids for specified VMS media converters and Cradlepoint hardware. By the bid due date of February 20, 2024, MTS received a total of eleven (11) bids. The apparent lowest Bidder, Zones LLC, was deemed non-responsive due to incomplete bid submittal. Therefore, staff proceeded with the 2nd lowest responsive, responsible bidder, Datel. On March 5, 2024, MTS issued a Notice of Intent to Award (NIA) to Datel.

Based on the price comparison of the bids received, staff has determined Datel's pricing to be fair and reasonable.

Rank	Bidder	Minority Business Enterprise (MBE), Small Business (SB), Woman-Owned Business (WBE), Veteran-Owned Small Business (VOSB)	Bid Amount
1	Zones LLC *	N/A	\$ 160,808.90
2	Datel Systems Incorporated	SB	\$ 402,481.00
3	Hypertec USA Inc	SB	\$ 404,431.35
4	Graybar Electric, Inc	N/A	\$ 410,756.47
5	vPrime Tech Inc	MBE	\$ 419,629.97
6	Tech Micro USA	N/A	\$ 422,641.73
7	Questivity,Inc	DBE, MBE and SB	\$ 423,545.48
8	Kajeet, Inc	N/A	\$ 470,031.39
9	Wireless Investors, LLC	N/A	\$ 493,489.90
10	Expedition Communications, LLC	VOSB	\$ 606,668.00
11	SMART IT PROS INC	MBE and WBE	\$ 666,328.70

^{*}Non-responsive Bidder

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Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. G2839.0-24 (in substantially the same format as Attachment A), with Datel, effective for five (5) years, for the purchase of network equipment, in the amount of \$402,481.00.

/s/ Sharon Cooney

Sharon Cooney Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, <u>Julia.Tuer@sdmts.com</u>

Attachments: A. Draft Agreement, MTS Doc. No. G2839.0-24

B. Scope of Work

C. Bid Form



STANDARD AGREEMENT FOR

MTS DOC. NO. G2839.0-24

VMS MEDIA CONVERTER & CRADLEPOINT HARDWARE

THIS AGREEMENT is entered into this or by and between San Diego Metropolitan Transit Systollowing, hereinafter referred to as "Contractor":		
Name: Datel Systems Incorporated	Address:	4393 Viewridge Ave. Suite C
		San Diego, CA 2123
Form of Business: Corporation (Corporation, Partnership, Sole Proprietor, etc.)	_ Email:	bbryant@datelsys.com
Telephone: (424) 535-1018	_	
Authorized person to sign contracts Bill B	ryant	VP of Sales
Na	me	Title
The Contractor agrees to provide services with a Work/Minimum Technical Specification (Exhibit A), accordance with the Standard Agreement, included Requirements (Exhibit D), and Forms (Exhibit E). The contract term is for five (5) years effective May 1, payment terms shall be net 30 days from invoice day 7.75% sales tax) shall not exceed \$402,481.00 without the same and the same are said to be serviced as a same and the same are said to be said t	Contractor's B ding Standard , 2024 through ate. The total d ut the express	id/Pricing Forms (Exhibit B), and in d Conditions (Exhibit C), Federal April 28, 2028. cost of this contract (inclusive of CA written consent of MTS.
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	DATEL	SYSTEMS INCORPORATED
By:		
Sharon Cooney, Chief Executive Officer	Ву	
Approved as to form:		
Ву:	Title:	
Karen Landers, General Counsel		



4. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

4.1. INTRODUCTION/BACKGROUND

The San Diego Metropolitan Transit System (MTS) is soliciting quotes from vendors to supply paired media converters and Cradlepoint routers to be installed in Variable Message Signs (VMS) displays. This is a purchase and delivery only solicitation. Installation services will be performed by the VMS vendor and MTS. The units will be purchased in different phases over the life of the project and will be based on funding availability.

MTS is a public transit service that provides Bus and Trolley Services around San Diego County. MTS broadcasts next train/bus arrivals, real-time alerts and agency information to the public via the VMS system. Media converters and Cradlepoints are necessary to establish connectivity between each VMS unit and our network at trolley stations and bus stops.

4.2. SCOPE OF WORK

Omnitron single mode media converters are required to provide communication from the MTS network to VMS signs. One pair of media converters is required for each VMS sign. One media converter is to be installed within the VMS sign and the second is installed in the network communications box found at the VMS sign's respective location.

Omnitron powered chassis are needed for in the installation of media converters in communication boxes found on MTS property.

Cradlepoint IBR600C units are required to provide wireless communication for the VMS signs installed at locations where a MTS communications box is not found. Examples of such locations are bus stops on or near city sidewalks and property. One unit is needed per sign at these locations.

The part numbers, minimum technical specifications/descriptions and quantities are shown in Attachment 1.

4.3. BUY AMERICA

This scope of work may trigger Buy America and/or Build America Buy America requirements, which apply to construction materials, manufactured products, rolling stock, iron and steel. The below list of definitions and examples is not exhaustive and is only to be used as illustrative and a guidance tool for Contractor compliance.

4.3.1. [NOT APPLICABLE] CONSTRUCTION MATERIALS

4.3.2. MANUFACTURED PRODUCT

Per IIJA Section 70912 (2)(B), all manufactured products used in the project must be produced in the United States. Examples for manufactured products provided per Appendix A to 49 CFR 661.3 include: Infrastructure projects not made primarily of steel or iron, including structures (terminals, depots, garages, and bus shelters), ties and ballast; contact rail not made primarily of steel or iron; fare collection systems; computers; information systems; security systems; data processing systems; and mobile lifts, hoists, and elevators.

4.3.3. [NOT APPLICABLE] ROLLING STOCK

4.3.4. [NOT APPLICABLE] IRON OR STEEL

4.4. INVOICES

Invoices must be sent to the MTS Accounting Department, via email, at ap@csdmts.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.

4.5. [NOT APPLICABLE] MATERIAL SAFETY DATA SHEETS (MSDS)

4.6. WARRANTY

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

MTS shall have access, via telephone and/or email, to a vendor's representative during normal business hours when addressing concerns pertaining to delivery, invoicing, warranty support and configuration issues.

4.7. REPLACEMENT PARTS

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

4.8. DELIVERY AND ACCEPTANCE

Equipment or any deliverable provided under this contract shall be delivered F.O.B. to SDTI, 1341 Commercial Street, San Diego, California 92113 and 5217 28th Ave, Rockford, IL 61109 unless otherwise specified, in first class condition, complete and ready for operation, and the Contractor shall assume all responsibility and risk of loss incident to said delivery.

One half of quantity ordered to be shipped to our VMS vendor and the other half of quantity ordered to be shipped to MTS. Delivery details to be provided once awarded.

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

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

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

- 4.9. [NOT APPLICABLE] LIQUIDATED DAMAGES
- 4.10. [NOT APPLICABLE] ACQUISITION OF ROLLING STOCK



VMS Media Converter & Cradlepoint Hardware - Bid Form

MTS Doc. No. G2839.0-24

Bidder Name: ______Datel Systems Incorporated_

Cooperative Purchasing Program ref. number: (e.g.GSA, NASPO, CMAS, OMNI reference) if applicable:

*Please specify the reference number of the Cooperative Purchasing Agreement used as the basis of your bid.

riease specify the reference number of the Cooperative runchasing Agreement used as the basis of your blu.							
Delivery lead time	Part Number	Item Description	Quantity	Unit of Measure	Unit Price	Ex	tended Price
30 Days	Omnitron model: 4371-1W	Omnitron Media Converter (FlexPoint Gx, Gigabit Media Converter 1000BaseT -1000BaseLx SM/SC 1310nm 12km standalone with AC adapter and wide temp (-40°c to 60°c)	830	Each	\$ 390.00	\$	323,700.00
30 Days	Omnitron model: 4395	Omnitron FlexPoint Powered Chassis (w. 2 Universal AC Power Supplies)	75	Each	\$ 875.00	\$	65,625.00
5 Days	TB5-600C150M-NNN	5-yr NetCloud IoT Essentials Plan and IBR600C router with WiFi (150 Mbps modem)	22	Each	\$ 598.00	\$	13,156.00
Sub-Total Sub-Total						\$	402,481.00
Shipping						\$	-
(BASIS OF AWARD) GRAND TOTAL (All Inclusive):					\$	402,481.00	

BIDDER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

Bidders pricing should not include sales tax. MTS will add tax at PO issuance.

^{*}The above quantities are for bidding pruposes only and are based on MTS' current usage. They represent what MTS anticipates as a requirement, but MTS does not guarantee this quantity. The actual quantity ordered may be more or less than what is anticipated on the pricing form, and it is dictated by MTS actual requirements and the available funding at the time each order is initiated.



Agenda Item No. 13

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Iris Rapid Transit Center East and Bus Stops Construction - 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. PWB380.0-24 (in substantially the same format as Attachment A), with Hazard Construction Engineering LLC (Hazard Construction), for the Iris Rapid Transit Center East and Bus Stops Construction in the amount of \$4,410,884.00; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency or \$661,632.60 for this construction contract, bringing total expenditure authority to \$5,072,516.60.

Budget Impact

The total cost for this contract is estimated to be \$5,072,516.60, which is the bid amount of \$4,410,884.00 plus 15% contingency. The project will be funded by MTS Capital Improvement Program (CIP) account 1009113001 - Iris Rapid Route and Station Infrastructure Improvements.

DISCUSSION:

In 2018, MTS staff applied for and received a Transit and Intercity Rail Capital Program (TIRCP) grant to add a new Rapid Bus feeder service between Imperial Beach and the Otay Mesa International Border crossing, connecting both communities to the UC San Diego Blue Line Trolley. Consistent with the grant program's goal to significantly reduce emissions of greenhouse gasses, the new rapid route is served by twelve (12) new, 60-foot Battery Electric Buses (BEB). The Iris Rapid service, also known as Rapid Route 227, started on October 15, 2023. The route operates at 7.5-min headways in the peak hours, with buses from the MTS South Bay Maintenance Facility (SBMF) on Main Street in Chula Vista.

MTS completed a route plan for Iris Rapid, which identified station stops along the route, and recommended upgrades at each location, including new shelters and Variable Message Signs (VMS) at the stops, and the addition of four (4) bus bays on the west side of the trolley tracks at the Iris Avenue Transit Center. On April 14, 2022 (Agenda Item (AI) 11), the MTS Board



approved the award of construction contract PWB342.0-22 to Palm Engineering Construction Company Inc. (Palm), for the Iris Rapid Route and Stations Infrastructure project (with an initial contract amount of \$4,202,276.80). In February 2023, due to concerns about the contactor's financial position and ability to perform, the contract was modified with a deductive change order to limit the work to the west bus island at the Iris Transit Center. Completion of the west bus islands allowed the service to begin in October 2023.

The final contract amounts for the Palm work related to the Iris Rapid Project were as follows:

		Total w 10%	
	Amount	contingency	Approval
В	OARD APPROVA	L	
			4/14/2022
Base Bid	\$4,202,276.80	\$4,622,504.48	(Al 11)
Add Alt 1 (South Bay Community			4/14/2022
Park Stop) NOT EXECUTED	\$176,974.60	\$194,672.06	(Al 11)
Co	ONTRACTS ISSU	ED	
	Contract	Board Approval	
	Amount	Remaining	Contract Date
PWB342.0-22 - Original Contract			
(Base Bid only)	\$4,202,276.80	\$420,227.68	5/3/2022
PWB342.1-22 (change order for			
City ROE permit and engineering			
costs)	\$29,671.37	\$390,556.31	1/30/2022
DMD242 2 22 (deductive change			
PWB342.2-22 (deductive change order to remove bus stop work, Iris			
Transit Center East, Eastern			
Traffic Signal work; SOW			
remaining: Iris Transit Center			
West, traffic signal modifications at			
Howard Ave & Iris Ave)	\$(2,514,518.35)	\$2,905,074.66	2/8/2023
PWB342.3-22 (change order for			
costs to cover materials and			
equipment already purchased for			
SOW before deductive change			
order)	\$97,575.71	\$2,807,498.95	6/28/2023
PWB342.4-22 (various change			
orders)	\$74,105.64	\$ 2,733,393.31	12/21/2023
TOTALS	\$1,889,111.17	\$ 2,733,393.31	

Staff then began working on a new Invitation for Bids (IFB) to find a new contractor to complete the portion of the scope of work that had been deducted from the Palm contract.

On November 9, 2023, staff issued the IFB. The Independent Cost Estimate (ICE) prepared by staff for the remaining scope of work was \$2,640,470. However, bid prices received in the two responses to the IFB on January 19, 2024 were significantly higher than the ICE:

Iris Rapid Transit Center East and Bus Stops Construction Rebid IFB						
Company Name	Firm Disadvantaged Business Enterprise (DBE)/Small	8 Iris Rapid Bus Stops and Transit Center East Amount	3 Additive Alternate Optional Bus Stops Amount	Overall Total Bid Amount		
	Business (SB) Certification	(Group A & B)	(Group C not exercising)			
MTS – Independent Cost Estimate (ICE)		\$2,096,860.00	\$543,610.00	\$2,640,470.00		
Hazard Construction	N/A	\$4,410,884.00	\$1,072,287.00	\$5,483,171.00		
SEMA Construction, Inc.	N/A	\$4,734,297.54	\$1,103,464.41	\$5,837,761.95		

Notwithstanding his significant price increase over the ICE, MTS staff determined Hazard Construction's price to be fair and reasonable. The primary basis for the ICE was the Palm bid from early 2022. Upon review of the above IFB bids, staff determined that the ICE was flawed for several reasons: (1) The 2022 Palm bid did not include the financial carrying costs required to procure materials in accordance with MTS' construction contract (which was one of the reasons that Palm had difficulty completing the work under its original bid); (2) the state of California construction cost index (CCCI) shows a 9% increase between the two bid dates; and (3) the CCCI is general, covering all types of construction, including buildings, therefore the 9% increase is an average of all types of construction. The cost of steel has grown at a much higher rate than 9% since 2022. The steel increase is significant for this project as steel is used in all scopes of work: new shelters, VMS poles, rebar in concrete pavement, traffic signal arms and equipment, and other items. In addition, the actual bids received in the IFB process were very close and considered by staff to be an indication of the true "fair and reasonable" price for the work requested.

Hazard Construction will be utilizing one (1) subcontractor, Select Electric, a Minority Owned Business Enterprise (MBE), as detailed further in Attachment C.

Of note, the new scope of work for the remaining work related to the Iris Rapid Project includes the following project phases/options (Attachment B shows all the group details):

- Group A & B (to be executed upon Board approval) 8 Iris Rapid Bus Stops, Traffic Signal modifications at Coronado Ave/Beyer Blvd/30th, and the Iris Transit Center East work
- Group C (deferred pending results of MTS outreach with Imperial Beach) bus stop improvements on Westbound Imperial Beach Blvd & 3rd St, Westbound Imperial Beach Blvd & 8th St, and Westbound Imperial Beach Blvd & 13th St.

After implementation of the Route 227 service in October 2023, which includes routing down Third Street in the City of Imperial Beach (City), MTS received feedback from the City that local residents were requesting that the bus routing be changed from Third Street to Ninth Street. The City has requested that MTS conduct outreach about this potential change. Therefore, under the proposed construction contract, any construction work at the bus stops associated

¹ The City's request for MTS to re-route the Rapid 227 from Third Street to Ninth Street following outreach to residents on Ninth Street was discussed at the March 7, 2024 Executive Committee meeting (Al 4).

Agenda Item No.13 April 25, 2024 Page 4 of 4

with the Third Street routing would only be included if MTS affirmatively exercises those options. This decision will be made after the MTS/City outreach about a potential route change.

Today's Proposed Action

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to:

- 1) Execute MTS Doc. No. PWB380.0-24 (in substantially the same format as Attachment A), with Hazard Construction, for the Iris Rapid Transit Center East and Bus Stops Construction in the amount of \$4,410,884.00; and
- 2) Authorize the CEO to execute amendments or change orders up to a 15% contingency (\$661,632.60) for this construction contract, bringing total expenditure authority to \$5,072,516.60.

/s/ Sharon Cooney

Sharon Cooney Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, <u>Julia.Tuer@sdmts.com</u>

Attachments: A. Draft Agreement, MTS Doc PWB380.0-24

B. Bid Price FormC. Subcontractors



STANDARD CONSTRUCTION AGREEMENT FOR

MTS DOC. NO. PWB380.0-24

IRIS RAPID TRANSIT CENTER EAST AND BUS STOPS CONSTRUCTION

THIS AGREEMENT is entered into the	is day	of	2024, in the State of California
by and between San Diego Metropo	olitan Transit S	ystem ("MTS	S"), a California public agency, and the
following, hereinafter referred to as "(Contractor":		
Name: Hazard Construction Engine	eering LLC	Address:	10529 Vine Street
			Lakeside, CA 92040
			Lakeside, OA 32040
Form of Business: Corporation			
(Corporation, Partnership, Sole Prop	orietor, etc.)	Email:	Jmordhorst@hazardconstruction.com
Telephone: (858) 587-3600 x112			
Authorized person to sign contracts	Jason Mo	rdhorst	President
-	Nam	ie	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:

IRIS RAPID TRANSIT CENTER EAST AND BUS STOPS CONSTRUCTION

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



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 **300 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 four million, four hundred ten thousand, eight hundred eighty-four dollars (\$4,410,884.00). Payment shall be made as set forth in the General Conditions.

PROVISIONS REQUIRED BY LAW.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

INDEMNIFICATION.

Contractor shall provide indemnification as set forth in the General Conditions.

PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at MTS's Administrative Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	HAZARD CONSTRUCTION ENGINEERING LLC
By: Sharon Cooney, Chief Executive Officer	By
,,	
Approved as to form:	
By:	Title:
Karen Landers, General Counsel	



ADDENDUM NO. 3 - IRIS RAPID BUS STOPS (GROUP A)

EXCLUDES ADDITIVE ALTERNATE WB IB BLVD STOPS AT 3RD ST, 9TH ST, AND 13TH STAtt.B, AI 13, 04/25/24

	-Million		Hazard				
ITEM	PAYMENT REFERENCE	LOCATION (WB/GB/SSP)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BUS STOP COST
			BASE BID				
1	7-3.4.1	WB	Mobilization	LS	1.00	\$390,000.00	\$390,000.00
2	3-12.6.5	GB	Water Pollution Control	LS	1.00	\$200,000.00	\$200,000.00
3	300-1.3	SP	Clearing and Grubbing	LS	1.00	\$500,000.00	\$500,000.00
4	402-4	GB	Utility Relocations	LS	1.00	\$1.00	\$1.00
5	601-7	WB	Traffic Control and Engineered Traffic Control Plans	LS	1.00	\$470,000.00	\$470,000.00
- 1	224 7 2	can		1 64	4.65	+0.40.00	
6	301-7.2		Recycled Aggregate Base	CY	165	\$340.00	\$56,100.00
7	301-3.3.14	GB	Cement Treated Base	CY	21	\$750.00	\$15,750.00
8	302-5.9	SSP	Asphalt Concrete Pavement	TON	133	\$650.00	\$86,450.00
9	303-1.12	SSP	Type A Gravity Wall	CY LF	3	\$5,000.00	\$15,000.00
10	303-5.9		5" Concrete Curb & Gutter		200	\$93.00	\$18,600.00
11	303-5.9	GB/WB	Concrete Bus Pad	CY	31	\$580.00	\$17,980.00
12	303-5.9	GB/WB	Concrete Sidewalk	SF	1,912	\$20.00	\$38,240.00
13	303-5.9	WB	Concrete Curb Ramp	EA	1	\$10,600.00	\$10,600.00
14	303-5.10	SSP	Stamped Colored Concrete	SF	220	\$56.00	\$12,320.00
15	309-4	WB	Thermoplastic Traffic Striping	LF	220	\$35.00	\$7,700.00
16	314-4.4.6	WB	Thermoplastic Pavement Markings	SF	75	\$25.00	\$1,875.00
17	314-4.4.6	WB	Continental Crosswalks	SF	200	\$32.00	\$6,400.00
			LIGHTING, TRAFFIC, ELECTRICAL, & COMMU	NICATIONS			
18	701-2	SSP	Traffic Signal Modification - Coronado Ave / Beyer Blvd / 30th St	LS	1	\$400,000.00	\$400,000.00
19	701-2	SSP	Interconnect on Imperial Beach Blvd	LS	1	\$25,000.00	\$25,000.00
20	701-2	SSP	Bus Stop Electrical and Communication	LS	1	\$490,000.00	\$490,000.00
21	701-2	SSP	Pier Plaza Lighting	LS	1	\$61,000.00	\$61,000.00
22 1	4406	665	haran I. n. I I			#24 222 22 ¹	#240.000.00
22	1100-1.4		VMS Pole, Pedestal, and Foundation	EA	8	\$31,000.00	\$248,000.00
23	1100-3.4	SSP	Small Bus Shelter	EA	5	\$115,000.00	\$575,000.00
24	1100-4.4	SSP	Large Bus Shelter	EA	2	\$130,000.00	\$260,000.00
			*PERMITS AND LICENSES (NOT TO EXCEED \$20K OF		И)		
25	IFB SECT	TION 3.13	*Permits and Licenses (Not to exceed \$20K on the Bid Form)	EA	1	\$20,000.00	\$20,000.00
		- Deference 201			•	TOTAL GROUP A	\$3,926,016.00

GB = Greenbook Spec Reference, 2018 Edition

*Permits and Licenses shall not exceed \$20,000 on the Bid Form. Once the Agreement is fully executed, the project starts and the actual expenses for Permits and Licenses exceed \$20,000, MTS will issue a change order for the additional amount. However, if a bidder shows \$16,000 on their bid form, they will bear the cost of any overage, which will be \$4,000 (\$20,000 - \$16,000), if the actual expenses exceed \$16,000. The change order will only be issued if the costs surpass \$20,000. Therefore it is bidder's responsibility to bid accordingly.

MTS WILL AWARD ONE (1) CONTRACT. BIDDERS MUST BID ON ALL GROUPS A, B, & C IN ORDER TO BE DEEMED RESPONSIVE.
BASIS FOR AWARD WILL BE THE OVERALL TOTAL FOR GROUP A + GROUP B + GROUP C.

WB = City of San Diego Whitebook Spec Reference, 2018 Edition

SSP = Supplementary Special Provision Reference



ADDENDUM NO. 3 - TRANSIT CENTER EAST (GROUP B)

			Hazard				
ITEM	PAYMENT REFERENCE	LOCATION (WB/GB/SSP)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	IRIS TC EAST COST
			BASE BID				
1	7-3.4.1	WB	Mobilization	LS	1.00	\$40,000.00	\$40,000.00
2	3-12.6.5	GB	Water Pollution Control	LS	1.00	\$20,000.00	\$20,000.00
3	300-1.3	SP	Clearing and Grubbing	LS	1.00	\$35,000.00	\$35,000.00
4	402-4	GB	Utility Relocations	LS	1.00	\$5,000.00	\$5,000.00
5	601-7	WB	Traffic Control and Engineered Traffic Control Plans	LS	1.00	\$20,000.00	\$20,000.00
			CIVIL / SITE IMPROVEMENTS				
6	301-2.4	GB	Crushed Aggregate Base	CY	66	\$160.00	\$10,560.00
7	303-1.12	SSP	Install VMS Foundation (No Pole/Pedestal)	EA	1	\$9,000.00	\$9,000.00
8	303-5.9	GB/WB	6" Concrete Curb & Gutter	LF	243	\$56.00	\$13,608.00
9	303-5.9	GB/WB	6" Concrete Curb	LF	31	\$50.00	\$1,550.00
10	303-5.9	GB/WB	Concrete Bus Pad	CY	41	\$430.00	\$17,630.00
11	303-5.9	GB/WB	Concrete Cross Gutter (6')	SF	210	\$11.00	\$2,310.00
12	303-5.9	GB/WB	Concrete Sidewalk	SF	1,390	\$10.00	\$13,900.00
13	303-5.9	WB	Concrete Curb Ramp	EA	1	\$3,200.00	\$3,200.00
14	304-6	WB	Relocate Sign	EA	3	\$870.00	\$2,610.00
			LIGHTING, TRAFFIC, ELECTRICAL, & COMMUNICA	TIONS			
15	701-2	SSP	Transit Center Electrical, Communication, and Lighting	LS	1	\$245,000.00	\$245,000.00
			TRANSIT CENTER & BUS STOP FURNISHINGS				
16	1100-1.4	SSP	VMS Pole, Pedestal, and Foundation	EA	1	\$28,000.00	\$28,000.00
17	1100-5.1	SSP	Relocate Bus Shelters & Benches	LS	1	\$7,500.00	\$7,500.00
			*PERMITS AND LICENSES (NOT TO EXCEED \$10K ON THE	BID FORM)		_	
18	IFB SEC	TION 3.13	*Permits and Licenses (Not to exceed \$10K on the Bid Form)	EA	1	\$10,000.00	\$10,000.00
					T	OTAL GROUP B	\$484,868.00

GB = Greenbook Spec Reference, 2018 Edition

MTS WILL AWARD ONE (1) CONTRACT. BIDDERS MUST BID ON ALL GROUPS A, B, & C IN ORDER TO BE DEEMED RESPONSIVE. BASIS FOR AWARD WILL BE THE OVERALL TOTAL FOR GROUP A + GROUP B + GROUP C.

WB = City of San Diego Whitebook Spec Reference, 2018 Edition

SSP = Supplementary Special Provision Reference

^{*}Permits and Licenses shall not exceed \$10,000 on the Bid Form. Once the Agreement is fully executed, the project starts and the actual expenses for Permits and Licenses exceed \$10,000, MTS will issue a change order for the additional amount. However, if a bidder shows \$7,000 on their bid form, they will bear the cost of any overage, which will be \$3,000 (\$10,000 - \$7,000), if the actual expenses exceed \$7,000. The change order will only be issued if the costs surpass \$10,000. Therefore it is bidder's responsibility to bid accordingly.



ADDENDUM NO. 3 - IRIS RAPID BUS STOPS ADDITIVE ALTERNATES (GROUP C) WB IB BLVD STOPS AT 3RD ST, 9TH ST, AND 13TH ST

Hazard (NOT EXCERCISING ALTERNATE)

Tidada (To Experience 72.12.tav.12)							
ITEM	PAYMENT REFERENCE	LOCATION (WB/GB/SSP)	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BUS STOP COST
			BASE BID				
1	7-3.4.1	WB	Mobilization	LS	1.00	\$85,000.00	\$85,000.00
2	3-12.6.5	GB	Water Pollution Control	LS	1.00	\$10,000.00	\$10,000.00
3	300-1.3	SP	Clearing and Grubbing	LS	1.00	\$45,000.00	\$45,000.00
4 402-4 GB Utility Relocations					1.00	\$1.00	\$1.00
5 601-7 WB Traffic Control and Engineered Traffic Control Plans					1.00	\$50,000.00	\$50,000.00
6	201-6	GB	2 Sack Slurry	CY	19	\$350.00	\$6,650.00
7	301-7.2	SSP	Recycled Aggregate Base	CY	56	\$300.00	\$16,800.00
8	302-5.9	SSP	Asphalt Concrete Pavement	TON	45	\$500.00	\$22,500.00
9	303-5.9	GB/WB	6" Concrete Curb & Gutter	LF	70	\$60.00	\$4,200.00
10	303-5.9	GB/WB	Concrete Sidewalk	SF	188	\$22.00	\$4,136.00
			LIGHTING, TRAFFIC, ELECTRICAL, & COMMUNI	CATIONS			
11	701-2	SSP	Bus Stop Electrical and Communication	LS	1	\$440,000.00	\$440,000.00
12	1100-1.4	SSP	VMS Pole, Pedestal, and Foundation	EA	3	\$26,000.00	\$78,000.00
13	1100-3.4	SSP	Small Bus Shelter	EA	3	\$100,000.00	\$300,000.00
			*PERMITS AND LICENSES (NOT TO EXCEED \$10K ON T	HE BID FORM)		-	
14	IFB SEC	TION 3.13	*Permits and Licenses (Not to exceed \$10K on the Bid Form)	EA	1	\$10,000.00	\$10,000.00
					T	OTAL GROUP C	\$1,072,287.00

GB = Greenbook Spec Reference, 2018 Edition

WB = City of San Diego Whitebook Spec Reference, 2018 Edition

SSP = Supplementary Special Provision Reference

*Permits and Licenses shall not exceed \$10,000 on the Bid Form. Once the Agreement is fully executed, the project starts and the actual expenses for Permits and Licenses exceed \$10,000 on the Bid Form. Once the Agreement is fully executed, the project starts and the actual expenses for Permits and Licenses exceed \$10,000 on the same of the cost of any overage, which will be \$3,000 (\$10,000 on their bid form, they will bear the cost of any overage, which will be \$3,000 (\$10,000 on the same of the cost of any overage, which will be \$3,000 (\$10,000 on the same of the cost of the

MTS WILL AWARD ONE (1) CONTRACT. BIDDERS MUST BID ON ALL GROUPS A, B, & C IN ORDER TO BE DEEMED RESPONSIVE. BASIS FOR AWARD WILL BE THE OVERALL TOTAL FOR GROUP A + GROUP B + GROUP C.



ADDENDUM NO. 3 - OVERALL TOTAL GROUP A + B + C (BASIS FOR AWARD)

TOTAL SUMMARY	Hazard	Notes		
IRIS RAPID BUS STOPS (GROUP A)	\$3.926,016.00	AWARDING		
TRANSIT CENTER EAST COSTS (GROUP B)	\$484,868.00	AWARDING		
IRIS RAPID BUS STOPS ADDITIVE ALTERNATES (GROUP C)	\$1,072,287.00	NOT EXCERCISING ALTERNATES		
	•			
OVERALL TOTAL GROUP A + B + C (BASIS FOR AWARD)	\$5,483,171.00			

	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 according 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	
SELECT ELECTRIC, INC.	N/A	31,1%	1000001036	\$ 1,705,000	ELECTRICAL, TRAFFIC SIGNALS, LIGHTING & RELATED	LANDON	SMITH	LSMITH@SELECTELECTRICING.COM	760-477-2013	2790 BUSINESS PARK DR.	VISTA	CA	9208	
			107										22	



Agenda Item No. 14

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Design Services for Iris Rapid Route and Station Infrastructure Improvements – Work Order Amendment

RECOMMENDATION:

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

- 1) Ratify Work Order WOA353-AE-19, under MTS Doc No. PWL353.0-22 (Attachment A), with Dokken Engineering (Dokken), in the amount of \$111,611.05 to provide additional project management, new bid package development and support services, additional design support during construction, and prepare as-built drawings;
- Ratify Work Order WOA353-AE-19.01, under MTS Doc No. PWL353.0-22 (Attachment B), with Dokken, in the amount of \$16,813.67 to provide temporary construction easement extensions: and
- 3) Authorize the Chief Executive Officer (CEO) to approve Amendment WOA353-AE-19.02, under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment C), with Dokken, in the amount of \$117,746.82 to provide additional project management, local agency processing, fiber optic design and San Diego Gas & Electric (SDG&E) coordination, bid package preparation and bid support, design support during construction, and as-built drawings.

Budget Impact

The total contract cost is estimated to be \$246,171.54. The project will be funded by the Capital Improvement Project (CIP) account 1009113001 - Iris Rapid Route and Station Infrastructure Improvements.

DISCUSSION:

In 2018, MTS staff applied for and received a Transit and Intercity Rail Capital Program (TIRCP) grant to add a new Rapid Bus feeder service between Imperial Beach and the Otay Mesa International Border crossing, connecting both communities to the UC San Diego Blue Line



Trolley. Consistent with the grant program's goal to significantly reduce emissions of greenhouse gasses, the new rapid route is served by twelve (12) new, 60-foot Battery Electric Buses (BEB). The Iris Rapid service, also known as Rapid Route 227, started on October 15, 2023. The route operates at 7.5-min headways in the peak hours, with buses from the MTS South Bay Maintenance Facility (SBMF) on Main Street in Chula Vista.

The Iris Rapid project includes station stops along the route, and recommended upgrades at each location, including new shelters and Variable Message Signs (VMS) at the stops, and the addition of four (4) bus bays on the west side of the trolley tracks at the Iris Avenue Transit Center.

Construction on the project started after the Board approved a contract with Palm Engineering Construction Company, Inc. on April 14, 2022 (Agenda Item (AI) 11). However, due to the contractor's inability to complete construction of the full project, the project was de-scoped and the contractor only completed construction of the west bus island. This allowed MTS to launch and operate the new Iris Rapid Transit Service on time. In order to complete construction of the remaining route bus stops and the east bus island, the project had to be re-designed and re-bid as a second phase.

A project of this kind requires design services throughout each phase. Here, on July 30, 2020 (Al 12), the Board approved issuance of a work order to Dokken for design services for the Iris Rapid Route and Station Infrastructure Improvements. Dokken was chosen following a request for proposals process to approved Architectural and Engineering (A&E) firms on MTS's On-Call A&E Panel. Various amendments and additional funding have been issued to Dokken during the life of this project. Because MTS's On-Call A&E Panel expired during the course of this project, work orders were issued under two different on-call master agreements, depending on the time of execution.

The table below provides a summary of design costs for the Iris Rapid Route and Station Infrastructure Improvements:

Work Order No.	Purpose	Amount	Board Approval Date
MTS	Doc. No. G2075.0-18 Master <i>i</i>	Agreement with D	Ookken
WOA2075-AE-54	Original Work Order	\$647,270.61	7/30/20, Item 12
WOA2075-AE-54.01	Amendment 1 – Right-of- Way Support	\$96,513.63	Approved by the CEO 4/20/21
WOA2075-AE-54.02	Amendment 2 – Curb Ramp Design	\$10,254.73	11/18/21, Item 13
MTS D	oc. No. PWL353.0-22 Master	Agreement with	Dokken
WOA353-AE-19	New Work Order - Iris route and station improvements Re-bid	\$111,611.05	Approved by the CEO 4/13/23 (Att. A)
WOA353-AE-19.01	Amendment 1 – Temporary Construction Easement Extensions	\$16,813.67	Approved by the CEO 8/29/23 (Att. B)

WOA353-AE-19.02	Amendment 2 – Additional design and plan updates for re-bid	\$117,746.82	Today's proposed action (Att. C)
	Grand Total:	\$1,000,210.51	

As the project is now separated into two phases, the Iris Rapid West Bus Island (phase 1) and the Iris Rapid Route Bus Stops and East Bus Island (phase 2), the Design Support During Construction (DSDC) funding was utilized during the first phase, and additional design services, bid support, and DSDC are needed for phase 2.

Today's proposed action will approve Work Order WOA353-AE-19.02 with Dokken to provide additional project management, local agency processing, fiber optic design and SDG&E coordination, bid package preparation and bid support, design support during construction, and as-built drawings.

Therefore, the staff recommends that the MTS Board of Directors:

- 1) Ratify Work Order WOA353-AE-19, under MTS Doc No. PWL353.0-22 (Attachment A), with Dokken, in the amount of \$111,611.05 to provide additional project management, new bid package development and support services, additional design support during construction, and prepare as-built drawings;
- 2) Ratify Work Order WOA353-AE-19.01, under MTS Doc No. PWL353.0-22 (Attachment B), with Dokken, in the amount of \$16,813.67 to provide temporary construction easement extensions; and
- 3) Authorize the CEO to approve Amendment WOA353-AE-19.02, under MTS Doc No. PWL353.0-22 (in substantially the same format as Attachment C), with Dokken, in the amount of \$117,746.82 to provide additional project management, local agency processing, fiber optic design and SDG&E coordination, bid package preparation and bid support, design support during construction, and as-built drawings.

/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, MTS Doc No. WOA353-AE-19

B. Executed Work Order, MTS Doc No. WOA353-AE-19.01 C. Draft Work Order, MTS Doc No. WOA353-AE-19.02

March 31, 2023 MTS Doc. No. PWL353.0-22 WOA353-AE-19

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

Dear Mr. Klemunes:

Subject: WORK ORDER WOA353-AE-19, TO MTS DOC. NO. PWL353.0-22, ENGINEERING

SERVICES FOR IRIS RAPID CORRIDOR AND STATION DESIGN

This letter shall serve as Work Order WOA353-AE-19, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

This Work Order shall provide design services for Iris Rapid Corridor and Station Design project for the facilitation of the amendment to the existing construction contract, and support the new bid solicitation for construction services at the transit stops along the corridor. (Attachment A).

(This work order agreement is continuation of services under Consultant's previous work order number WOA2075-AE-54, to MTS Doc No. G2075.0-18.)

SCHEDULE

The Scope of Services shall remain in effect through the completion of construction from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount of \$111,611.05, 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 Date: 2023.04.13 13:16:40-07'00'

Sharon Cooney

Chief Executive Officer

Regional Manager, Dokken Engineering

Date:

Attachments: Attachment A, Scope of Services

Attachment B, Negotiated Fee Proposal

ATTACHMENT A SCOPE OF SERVICES

I. SCOPE OF SERVICES

The MTS Iris Rapid Corridor and Station Design project is proposed to be split into two construction contracts. The existing construction contract will be amended to only include the work at the Iris Transit Center. A new solicitation will be prepared for the remaining work at the transit stops along the corridor. Dokken Engineering (DE) will provide the following Scope of Services to facilitate the amendment to the existing construction contract as well as support the new solicitation:

TASK 15: Additional Project Management

DE will provide project management services that will include monthly progress reports, invoicing and administration of the project over the additional anticipated 8-month construction and closeout period.

TASK 16: New Bid Package Development and Support Services

DE will assist MTS in analyzing the existing construction contract and the proposal to split the project into two contracts. DE will review contractor quantities and proposed pricing for the construction change order.

DE will prepare a new bid package that splits the original construction project into two projects. One project will consist of the work at the Iris Transit Center and the other will consist of the work at the individual transit stops. The new bid package will consist of the work at the individual transit stops. DE will prepare a ready to bid package consisting of plans, specifications and estimate. DE will also coordinate with the City of San Diego regarding the changes to the plan package.

DE will attend the pre-bid meeting and respond to Request for Information (RFI's) during the bidding process.

TASK 17: Additional Design Support During Construction

Additional Design Support during construction is required for the project due to the schedule extension and splitting the original construction project into two contracts. The following are included in construction support tasks

Attend Construction Meetings - DE shall have one representative attend construction team meetings.

Review and Approve Contractor Submittals – DE shall review and approve or take other appropriate action as necessary in response to Contractor-prepared submittals required by the specifications, but only for conformance with the information given in the Contract Documents. These submittals include shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit. Such review and approvals or other action shall not extend to means, methods, techniques, equipment choice and usage, sequences, schedules or procedures of construction and related safety precautions and programs by the Contractor.

Respond to Requests for Information (RFI) – DE shall review and respond to Contractor RFIs forwarded from the Construction Manager (CM) or MTS Project Manager and issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the CM.

Field Observation and Contract Change Orders – At the request of MTS, DE shall

conduct site visits to respond to RFI's, develop Change Orders, and/or perform other specific tasks.

TASK 18: As-Built Drawings

Consultant shall prepare as-built drawings based on redline drawings provided by the Contractor. The as-built drawings will be submitted and processed through the City of San Diego and the City of Imperial Beach.

II. DELIVERABLES

New Bid Package, RFI's, CCO's and Material Reviews As-Built Drawings

III. PERIOD OF PERFORMANCE

The Scope of Services shall remain in effect through the completion of construction from the date of the Notice to Proceed

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

N/A

V. SPECIAL CONDITIONS/ASSUMPTIONS

Any condition listed below applies solely to this Task Order and does not otherwise alter the Agreement or other Task Orders. The Scope and Fees are based on the following assumptions.

- A. This task order will be limited to the time and materials fee budget negotiated as shown in Attachment B.
- B. All deliverables will be provided in electronic format.

VI. MTS ACCEPTANCE OF SERVICES:

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

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

VII. DEFICIENT WORK PRODUCT:

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

Revising provided documents,

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

VIII. DELIVERABLE REQUIREMENTS

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

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

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

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

IX. PRICING

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

ATTACHMENT B NEGOTIATED FEE PROPOSAL

MTS Doc. No.

PWL353.0-22

Work Order No.

WOA353-AE-19

Attachment:

В

Work Order Title: MTS Iris Rapid Corridor & Station Design

Project No:

TBD

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	7	Total Costs
1	Labor	Direct Labor	\$	111,611.05
2	ODC	Other Direct Costs	\$	-

Totals = \$111,611.05

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 15	Additional Project Management	40	\$ 11,960.40
2	Task 16	New Bid Package Development and Support Services	110	\$ 18,274.10
3	Task 17	Additional Design Support During Construction	360	\$ 70,018.10
4	Task 18	As-Built Drawings	75	\$ 11,358.45

Totals = 585 \$111,611.05

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

(If Applicable, Select One)			lect					
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs		
				Dokken Engineering	585	\$ 111,611.05		

Totals = 585 \$ 111,611.05

PWL353.0-22 Dokken Engineering MTS Doc. No.: Total Hours = 585 Work Order No.: WOA353-AE-19 Total Costs = \$111,611.05 MTS Iris Rapid Corridor & Station Design Attachment: В Contract Engineer -Engineer - 3 Engineer - 1 ODCs Manager Senior **Total Hours** Totals (See Attachment) TASKS/WBS TASKS/WBS Description 299.01 202.46 169.80 Item 111.07 15 Task 15 Additional Project Management Additional Project Management 40 40 \$11,960.40 40 \$11,960.40 Subtotals (Hours) = N/A 40 \$11,960.40 Subtotals (Costs) = \$11,960.40 40 16 Task 16 New Bid Package Development and Support Services 16.1 New Bid Package Development and Support Services 10 20 40 40 110 \$18,274.10 20 \$18,274.10 Subtotals (Hours) = 10 40 40 110 110 \$18,274.10 Subtotals (Costs) = \$2,990.10 \$4,049.20 \$6,792.00 \$4,442.80 17 Task 17 Additional Design Support During Construction 17.1 Attend Construction Meetings 50 50 100 \$23,440.50 Review and Approve Contractor Submittals 20 30 40 40 130 \$23,288.80 Respond to Requests for Information 20 30 40 40 130 \$23,288.80 N/A 90 60 130 80 360 \$70,018.10 Subtotals (Hours) = Subtotals (Costs) = \$26,910.90 \$12,147.60 \$22,074.00 \$8,885.60 360 \$70,018.10 Task 18 As-Built Drawings 75 \$11,358.45 18.1 As-Built Drawings 5 10 20 40 5 10 20 40 75 Subtotals (Hours) = N/A \$11,358.45 75 \$11,358.45 Subtotals (Costs) = \$1,495.05 \$2,024.60 \$3,396.00 \$4,442.80 585 \$111,611.05 Totals (Summary) = 585 \$111,611.05 Total (Hours) = N/A 145 90 190 160 585 \$111.611.05

\$43,356.45

25%

39%

\$18,221.40

15%

16%

\$32,262.00

32%

29%

\$17,771.20

27%

16%

Total (Costs) =

Percentage of Total (Hours) = N/A

Percentage of Total (Costs) =

	Consultant/ Subconsulta	ant: Dokken En	ngineering									Contract No:	PWL353.0-22
										_		Task Order No.	WOA353-AE-19
	Work Order Ti	tle: MTS Iris R	apid Corridor &	Station Design								Attachment:	В
						TASKS/V				ı			
DC				Tas		Tas		Tas		Tas		Tas	
em	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
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7													
8													
9													
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						TASKS/W	'BS (6-10)						
DC												Tot	als
em	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7													
В													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	



August 16, 2023

MTS Doc. No. PWL353.0-22 WOA353-AE-19.01

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

Dear John Klemunes:

Subject: AMENDMENT NO. 1 TO WORK ORDER WOA353-AE-19, TO MTS DOC. NO. PWL353.0-22, ENGINEERING SERVICES FOR IRIS RAPID CORRIDOR AND STATION DESIGN

This letter shall serve as Amendment No. 1 to Work Order WOA353-AE-19, under the General

Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

This Amendment adds Task 19 for temporary construction easement extensions to the Work Order for Iris Rapid Corridor and Station Design project. (Attachment A).

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Scope of Services shall remain in effect through the completion of construction from the date of the Notice to Proceed.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$16,813.67 (Attachment B). Payment shall be based on actual costs in the revised amount of \$128,424.72, and shall not be exceeded without prior authorization of MTS.

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

Sincerely,

Sharon Cooney Chief Executive Officer

Attachments: A. Scope of Services

B. Negotiated Fee Proposal

Accepted

John Klemunes, PE

Regional Manager, Dokken Engineering

President

Date: 8/29









ATTACHMENT A SCOPE OF SERVICES

TITLE: MTS "Iris Rapid" – Corridor & Station Design WOA #: WOA353-AE-19.01

I. PROJECT DESCRIPTION

The MTS Iris Rapid Corridor and Station Design project's Temporary Construction Easements are set to expire in August 2023 and October 2023. This amendment covers right of way support services to process an eighteen (18) month extension for those two easements

II. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:

TASK 19: Temporary Construction Easement Extensions

TASK 19.1 Waiver Valuations in Lieu of Appraisals

Dokken will complete Waiver Valuations for Temporary Construction Easement (TCE) extensions on parcels 633-031-24 and 627-302-32. In insignificant valuation situations an appraisal may be waived [49 CFR 24.102(c) (2)]. Dokken's right of way team has experience in doing waiver valuations on numerous projects, and this allows the budget and schedule to remain on track for projects with accelerated timelines. Waiver Valuations follow Caltrans and Uniform Act guidelines.

Deliverables: 2 Waiver Valuations

TASK 19.2 Temporary Construction Easement Extension Coordination

TCEs were previously acquired on two (2) properties (633-031-24 and 627-302-32) and will expire on October 31, 2023 and August 31, 2023, respectively. Since construction will extend beyond the original TCE timeline, we have budgeted for the additional effort required to extend this TCE.

After completion of the valuation and just compensation determination, Dokken will prepare the TCE Extension offer package. The offer package will include the offer letter, written summary of just compensation with supporting valuation information, Title VI information, and "Your Property – Your Transportation Project" booklet. Dokken will prepare the Amendment to the Temporary Construction Easement and will negotiate with the property owner to arrive at a mutually agreeable.

Dokken's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

 Deliverables: Temporary Construction Easement Extensions, Administrative Settlements, and Acquisition Diaries

Task 19.3 Payment Coordination

Upon reaching an agreement with the property owner, Dokken will be available to assist MTS in paying the owner directly and recording the TCE amendments with the County. Dokken will work closely with MTS to assist in the timely closing of all transactions.

Deliverables: Recorded Easements

III. DELIVERABLES

Two (2) Waiver Valuations, TCE Extensions, Administrative Settlements, Acquisition Diaries, Recorded Easements

IV. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Deliverables will be provided during the period of construction (6/1/2023-10/31-2023).

V. SPECIAL CONDITIONS

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

- A. This task order will be limited to the time and materials fee budget negotiated as shown in Attachment B.
- B. All deliverables will be provided in electronic format.

ATTACHMENT B NEGOTIATED FEE PROPOSAL

MTS Doc. No.

PWL353.0-22

Work Order No.

WOA353-AE-19.01

Attachment:

В

Work Order Title: MTS Iris Rapid Corridor & Station Design - Amendment

Project No:

TBD

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	\$16,813.67
2	ODC	Other Direct Costs	

Totals = \$16,813.67

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 19 Temporary Constrcution Easement Extensions		115	\$16,813.67

115 Totals = \$16,813.67

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

(If A	Applical Or	ble, Se ne)	lect			
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs
				Dokken Engineering	115	\$16,813.67

Totals = 115 \$16,813.67

Work Order Estimate Summary

Att.B, AI 14, 04/25/24

Total Hours = 115 \$16,813.67 Total Costs =

Dokken Engineering

MTS Doc. No.:

PWL353.0-22

Work Order No.: WOA353-AE-19.01

MTS Iris Rapid Corridor & Station Design -Amendment 1

В Attachment:

							=	
				1				
			ODCs	Contract Manager	Technical Expert	Technician	Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description	(See Attachment)	\$ 299.01	\$ 161.47	\$ 74.75		
19	Task 19	Temporary Constrcution Easement Extensions						
19.1	Waiver Valuation	s in Lieu of Appraisals		1	22	15	38	\$4,972.60
19.2	Temporary Cons	truction Easement Extension Coordination		1	60	5	66	\$10,360.96
19.3	Payment Coordin	nation		1	5	5	11	\$1,480.11
		Subtotals (Hours) =	N/A	3	87	25	115	\$16,813.67
		Subtotals (Costs) =		\$897.03	\$14,047.89	\$1,868.75	115	\$16,813.67
		Totals (Summary) =					115	\$16,813.67
		Total (Hours) =	N/A	3	87	25	115	\$16,813.67
		Total (Costs) =		\$897.03	\$14,047.89	\$1,868.75		
		Percentage of Total (Hours) =	N/A	3%	76%	22%		
		Percentage of Total (Costs) =		5%		11%		



April 25, 2024 MTS Doc. No. PWL353.0-22 WOA353-AE-19.02

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

Dear Mr. Klemunes:

Subject: AMENDMENT NO. 2 TO WORK ORDER WOA353-AE-19, TO MTS DOC. NO. PWL353.0-

22, ENGINEERING SERVICES FOR IRIS RAPID CORRIDOR AND STATION DESIGN

This letter shall serve as Amendment No. 2 to Work Order WOA353-AE-19, under the General Engineering Consultant Agreement, MTS Doc. No. PWL353.0-22, as further described below.

SCOPE OF SERVICES

This Amendment provides additional project management, local agency processing, fiber optic design and SDG&E coordination, bid package preparation and bid support, design support during construction, and as-built drawings for the Iris Rapid Corridor and Station Design project. (Attachment A).

SCHEDULE

There shall be no change to the Schedule as a result of this Amendment. The Scope of Services shall remain in effect through the anticipated completion of construction - January 2025 - from the date of the Notice to Proceed.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$117,746.82 (Attachment B). Payment shall be based on actual costs in the revised amount of \$246,171.54, and shall not be exceeded without prior authorization of MTS.



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

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

Date:

Attachments: Attachment A, Scope of Services

Attachment B, Negotiated Fee Proposal

ATTACHMENT A SCOPE OF SERVICES



TITLE: MTS "Iris Rapid" – Corridor & Station Design **WOA #:** WOA353-AE-19.02

I. PROJECT DESCRIPTION

Consultant shall provide the following Scope of Services to help facilitate the implementation and construction contract for the MTS Iris bus stops and transit center east work.

II. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:

TASK 20: Additional Project Management

Consultant shall provide project management services that will include monthly progress reports, invoicing and administration of the project through construction and closeout period.

TASK 21: Additional Local Agency Processing

Consultant shall prepare and process a new construction package through the City of San Diego Development Services Department (DSD) and the City of Imperial Beach to obtain new permits. Consultant shall coordinate with both Local Agencies to address comments and revise plans as needed.

TASK 22: Fiber Optic Design and SDG&E Coordination

Consultant shall update the fiber optic plans to extend the fiber installation from Imperial Beach Blvd up 2nd Street and Elder Street to lifeguard station. Consultant shall provide field element schematic along the fiber route showing breakout fibers for each bus stop variable message sign (VMS) and prepare a detail of the fiber termination and landing at the Dempsey Center Lifeguard Station.

Consultant shall update the project plans and continue coordination with SDG&E for changes to their service points. These updates shall also be included in the plan sets processed with the local agencies.

TASK 23: Bid Package Preparation and Bid Support

Consultant shall compile a new bid package utilizing the approved local agency permit sets and updated fiber optic drawings. Consultant shall attend the pre-bid meeting and respond to Reguest for Information (RFI's) during the bidding process.

TASK 24: Additional Design Support During Construction

Additional design support during construction is required for the project due to the schedule extension and splitting the original construction project into two contracts. The following are included in construction support tasks:

- **24.01 Attend Construction Meetings** Consultant shall have one representative attend construction team meetings.
- **24.02** Review and Approve Contractor Submittals Consultant shall review and approve or take other appropriate action as necessary in response to Contractor-prepared submittals required by the specifications, but only for conformance with the information given in the Contract Documents. These submittals include shop drawings, product catalog cut sheets, certificates of compliance, samples, and other data which the Contractor is required to submit. Such review and approvals or other action shall not extend to means, methods, techniques, equipment choice and usage, sequences, schedules or procedures of construction and related safety precautions and programs by the Contractor.

24.03 Respond to RFIs – Consultant shall review and respond to Contractor RFIs forwarded from the Construction Manager (CM) or MTS Project Manager and issue necessary clarifications and interpretations of the contract documents as appropriate for the orderly completion of the Contractor's work. Any orders authorizing variations from the contract documents will be made by the CM.

24.04 Field Observation and Contract Change Orders (CCOs) – At the request of MTS, Consultant shall conduct site visits to respond to RFI's, develop Change Orders, and/or perform other specific tasks.

TASK 25: As-Built Drawings

Consultant shall prepare as-built drawings based on redline drawings provided by the Contractor. The as-built drawings will be submitted and processed through the City of San Diego and the City of Imperial Beach.

III. <u>DELIVERABLES</u>

New fiber optic design, new local agency permits, RFI's, CCO's and Material Reviews As-Built Drawings.

IV. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

Deliverables will be provided during the anticipated construction period of 3/1/2024-1/2025.

V. SPECIAL CONDITIONS

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

- A. This task order will be limited to the time and materials fee budget negotiated as shown in Attachment B.
- B. All deliverables will be provided in electronic format.

ATTACHMENT B NEGOTIATED FEE PROPOSAL



Work Order Estimate Summary

MTS Doc. No. PWL353.0-22
Work Order No. WOA353-AE-19.02

Attachment: B

Work Order Title: MTS Iris Rapid Corridor & Station Design - Amendment

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	Labor	Direct Labor	\$117,746.82
2	ODC	Other Direct Costs	

Totals = \$117,746.82

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	Task 20	Additional Project Management	60	\$15,044.10
2	Task 21	Additional Local Agency Processing	42	\$6,542.02
3	Task 22	Fiber Optic Design and SDG&E Coordination	55	\$8,876.35
4	Task 23	Bid Package Preparation and Bid Support	65	\$11,161.65
5	Task 24	Additional Design Support During Construction	355	\$64,764.25
6	Task 25	As-Built Drawings	75	\$11,358.45

Totals = 652 \$117,746.82

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

(If A	Applical Or		lect			
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs
				Dokken Engineering	652	\$117,746.82

Totals = 652 \$117,746.82

212.00 \$ 202.46 \$

30

30

\$6,073.80

10

10

\$2,024.60

20

\$4,049.20

20

\$4,049.20

10

20

20

10

60

\$12,147.60

Contract

30

30

\$8,970.30

2

\$598.02

5

\$1,495.05

5

\$1,495.05

40

10

10

5

65

\$19,435.65

\$ 299.01 \$

ODCs

(See Attachment)

N/A

N/A

N/A

N/A

N/A

Subtotals (Hours) =

Subtotals (Costs) =

Total Hours = 652 Total Costs = \$117,746.82

Additional Project Management

Additional Local Agency Processing

Fiber Optic Design and SDG&E Coordination

Bid Package Preparation and Bid Support

Additional Design Support During Construction

TASKS/WBS Description

Item TASKS/WBS

20.1 Additional Project Management

21.1 Additional Local Agency Processing

22.1 Fiber Optic Design and SDG&E Coordination

23.1 Bid Package Preparation and Bid Support

24.2 Review and Approve Contractor Submittals

24.4 Field Observation and Contract Change Orders

As-Built Drawings

24.3 Respond to Requests for Information

24.1 Attend Construction Meetings

20 Task 20

ODCs

21 Task 21

ODCs

22 Task 22

ODCs

23 Task 23

ODCs

24 Task 24

ODCs

25 Task 25

25.1 As-Built Drawings ODCs

Dokken Engineering MTS Iris Rapid Corridor & Station Design - Amendment 2

10

\$1,698.00

20

20

\$3,396.00

40

40

40

10

130

\$22,074.00

Engineer - 3 Engineer - 2 Engineer - 1

20

20

\$2,221.40

30

30

\$3,332.10

20

20

\$2,221.40

10

40

40

10

100

\$11,107.00

CADD -Senior

MTS Doc. No.: PWL353.0-22 Work Order No.: WOA353-AE-19.02

Attachment:

Technical Technician - 2 Expert Totals 169.80 \$ 150.11 \$ 111.07 \$ 191.37 \$ 161.47 \$ \$15,044.10 \$15.044.10 60 60 \$15,044.10 \$6,542.02 42 \$6,542.02 42 \$6,542.02 \$8,876.35 55 \$8,876.35 55 \$8,876.35 \$11,161.65 65 65 \$11,161.65 \$11,161.65 100 \$21,887.70 \$18,274.10 110

110

35

355

355

\$18,274.10

\$6,328.35

\$64.764.25

\$64,764.25

		5	10	20	40		75	\$11,358.45
Subtotals (Hours) =	N/A	5	10	20	40		75	\$11,358.45
Subtotals (Costs) =		\$1,495.05	\$2,024.60	\$3,396.00	\$4,442.80		75	\$11,358.45
								<u> </u>
Totals (Summary) =							652	\$117,746.82
Total (Hours) = N/A		112	150	180	210			
Total (Costs) =		\$33,489.12	\$30,369.00	\$30,564.00	\$23,324.70		652	\$117,746.82
							652	\$117,746.82
Percentage of Total (Hours) = N/A		17%	23%	28%	32%		652	117,746.82
Percentage of Total (Costs) =		28%	26%	26%	20%			

Work Order Estimate Summary

	Consultant/ Subconsultar	nt: Dokken En	gineering									Contract No:	PWL353.0-22
												Task Order No.	WOA353-AE- 19.02
	Work Order Titl	e: MTS Iris Ra	apid Corridor &	Station Design - A	mendment 2							Attachment:	В
						TASKS/W	BS (1-5)						
ODC				Task	20	Task		Tasl	c 22	Task	24	Tas	k 25
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
4													
5													
6													
7 8													
9													
10													
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
				_						. <u>-</u>			
						TASKS/WE	BS (6-10)						
ODC			T									То	
Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1													
2													
3													
5													
6													
7													
8													
9													
10													
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024 Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Iris Rapid Transit Center East and Bus Stops Construction Management (CM) Services - Award Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2498-CM19 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with Kleinfelder Construction Services, Inc. (KCS), totaling \$900,510.13 for CM services for the Iris Rapid Project.

Budget Impact

The total contract cost of this Work Order is estimated to be \$900,510.13 (Attachment A). The project will be funded by the Capital Improvement Program (CIP) account 1009113001– Iris Rapid – Route & Stations Infrastructure and CIP account 1006114201 -Iris Rapid Transit Center East Island Modification.

DISCUSSION:

The design for the Iris Rapid Transit Center East and Bus Stops has been completed and the construction of phase 2 of the project is in process, with an anticipated contract award date of April 2024 (Refer to Agenda Item (AI) 13). This recommended Work Order contract will provide CM services to augment MTS staff oversight of the construction contractor. The project involves modifications to Iris Rapid Transit Center East bus bay, bus stop upgrades including shelters, benches, and Variable Message Signs (VMS), and a new traffic signal at 30th and Coronado to improve bus route efficiency.

MTS requires CM services to assist staff with the coordination, control, and oversight of the construction contractor from beginning of the work through completion. The proposed Work Order for CM services includes resident engineering, field inspection, office engineering, project scheduling analysis, geotechnical testing and observations, hazardous materials testing, and quality assurance (QA) source and field inspections.



Construction Management (CM) Consultant Selection Process

On January 11, 2021, the San Diego Association of Governments (SANDAG) and MTS issued a joint Request for Statement of Qualifications (RFSQ) for On-Call CM Services. The RFSQ resulted in the identification of six (6) firms qualified to perform CM services (one of the qualified firms did not execute an agreement with MTS, leaving an on-call bench five firms); the MTS Board of Directors approved this panel of On-Call CM Services firms on July 29, 2021 (Al 16). Tasks are assigned to the firms through a work order process.

On January 19, 2024, MTS requested proposals from the firms on the On-Call List to provide CM Services for the Project.

On February 13., 2024, received a proposal from one CM firm, Kleinfelder Construction Services, Inc. (KCS). Four other firms chose not to propose. On March 1, 2024, MTS issued a post-proposal survey to attempt to ascertain why the other on-call firms did not provide proposals for the project. MTS did not receive any responses to this request. Thus, and after reviewing the scope of services, MTS staff determined that the solicitation, as issued, did not contain language that would have restricted participation, and proceeded with evaluation of the single proposal from KCS.

On March 5, 2024, MTS evaluated the proposal based on the required criteria, KCS was chosen as the highest qualified.

Ranking	Proposer Name	Total Score
1	KCS	93.33

For this project KCS will utilize the following subconsultants:

Subconsultant Name	Certification	Subconsultant Amount
CA Wehsener Engineering	Small Business Enterprise (SBE)	\$97,823.63
TRC Engineers	None	\$84,864.74
ZT Consulting Group Inc.	SBE	\$41,298.99

KCS' initial proposed amount for the services was \$934,347.85. Through negotiations, staff was able to reduce this amount by \$33,837.72. Based on the level of effort and proposed classifications, KCS' final cost proposal in the amount of \$900,510.13 was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board authorize the CEO to execute Work Order No. WOA2498-CM19 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with KCS, totaling \$900,510.13 for CM services for the Iris Rapid Project.

/<u>s/ Sharon Cooney</u> Sharon Cooney

Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, <u>Julia.Tuer@sdmts.com</u>

Attachment: A. Draft Work Order Agreement WOA2498-CM19



April 25, 2024

MTS Doc. No. G2498.0-21 Work Order No. WOA2498-CM19

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

Dear Mr. Mcintyre:

Subject: WOA2498-CM19 TO MTS DOC. NO. G2498.0-21, CONSTRUCTION MANAGEMENT (CM) SERVICES WORK ORDER AGREEMENT FOR IRIS RAPID TRANSIT CENTER EAST AND BUS STOPS PROJECT

This letter shall serve as our agreement WOA2498-CM19 to MTS Doc. No. G2498.0-21, for Construction Management services under the Construction Management Consultant Agreement, as further described below.

SCOPE OF SERVICES

Provide construction management services for the Iris Rapid Transit Center East and Bus Stops project, in accordance with Scope of Services (Attachment A and A1).

SCHEDULE

The Schedule shall follow contract PWB380.0-24, Iris Rapid Transit Center East and Bus Stops Construction with Hazard Construction Engineering, LLC which is for a period of three hundred (300) calendar days from the issuance of the Notice to Proceed to the construction contractor. Inclusive of this schedule, acknowledging the construction project may experience delays/extensions, the period of performance of this work order shall be for three hundred sixty (360) days.

PAYMENT

Payment shall be based on actual costs in the amount of \$900,510.13. Payment shall not be exceeded without prior written authorization of MTS.



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

Sincerely,	Accepted:
Sharon Cooney Chief Executive Officer	 Mark Mcintyre, Project/Task Order Manager Kleinfelder Construction Services, Inc.
	Date:

Attachments: Attachment A, Scope of Services

Attachment A1, Consultant's Proposal Attachment B, Negotiated Fee Proposal

ATTACHMENT A SCOPE OF SERVICES



TITLE: Iris Rapid Bus Stops and Transit Center East **WOA #:** WOAXXXX-CM19 Construction Management (CM) Services

I. PROJECT DESCRIPTION

This project entails the completion of a new 'Rapid' Bus Route between the Otay Mesa Transit Center, the Iris Transit Center and the Imperial Communities. Work encompasses new bus stops and shelters, visual messaging system (VMS) signs and pedestals, and associated appurtenances (Exhibit A, Construction Documents).

II. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:

TASK 1.0 Project/Work Order Manager

Tasks include:

- 1.1 Manage CM contract budget and schedule
- 1.2 Verify that the assigned field personnel are trained in the skills that are needed to manage each task
- 1.3 Administer personnel action, coordinate personnel matters with MTS' Contract Manager
- 1.4 Review monthly invoices prior to submission to MTS

TASK 2.0 Construction Management and Inspection Services

- 2.1 Consultant shall oversee and monitor construction activities performed by the contractor per project plans and specifications, including periodic job site safety reviews.
 - 2.1.1 Resident Engineering
 - 2.1.1.1 Attend preconstruction meeting and construction set-up
 - 2.1.1.2 Coordinate Request for Information (RFI) and submittal log coordination between the contractor and designer
 - 2.1.1.3 Inspect, document, and review Contract Change Orders (CCOs)
 - 2.1.1.4 Attend weekly progress meetings
 - 2.1.1.5 Provide Quality Assurance (QA) inspection oversight
 - 2.1.1.6 Provide post construction, project close-out
 - 2.1.2 Field Inspection services for the following construction disciplines:
 - 2.1.2.1 Civil
 - 2.1.2.2 Electrical
 - 2.1.2.3 Landscape
 - 2.1.2.4 Stormwater Compliance
 - 2.1.2.5 Environmental Health and Safety
 - 2.1.2.5.1 California Air Resource Board (CARB) In Use Off Road Diesel Fueled Fleet Regulations
 - 2.1.3 Office Engineering
 - 2.1.4 Project scheduling analysis
 - 2.1.5 Stormwater Permit Compliance Reporting
 - 2.1.6 Geotechnical testing and observation services
 - 2.1.6.1 Compaction testing of subgrade, aggregate base, and footing bottoms
 - 2.1.6.2 Asphalt concrete compaction
 - 2.1.6.3 Soil and aggregate laboratory testing
 - 2.1.6.4 Reinforced concrete inspection and sampling (plus sample pickup)

- 2.1.7 QA source inspection services
 - 2.1.7.1 Steel fabrication audit
 - 2.1.7.2 Welding submittal reviews (shop drawings, welding quality control plan)
 - 2.1.7.3 QA Certified Welding Inspections (CWI) startup
 - 2.1.7.4 QA CWI/ Nondestructive Testing (NDT) inspections (intermittent)
- 2.1.8 QA Field Inspection Services
 - 2.1.8.1 Field welding submittal reviews (welding Quality Control Plan)
 - 2.1.8.2 Field post-installed anchors

Staffing:

- 1. Resident Engineer
- 2. Assistant Resident Engineer/Office Engineer
- 3. Field Inspectors -Civil, Electrical, Landscape
- 4. QA Inspectors
- 5. Scheduler
- 6. Stormwater Compliance Specialist
- 7. Materials Testers/Engineers

III. PERIOD OF PERFORMANCE

The period of performance shall be three hundred sixty (360) calendar days from the date of the Notice to Proceed.

IV. DELIVERABLES

Deliverables will consist of the daily work products produced under direct supervision by MTS management which include:

- 1. Inspector's daily reports and photographs
- 2. Residents Engineers' daily or weekly status reports and updates.
- 3. A set of 24x36 size prints of the project marked on the front "RESIDENT ENGINEER COPY"
- 4. Correspondence files.
- 5. Geotechnical and Materials Testing Reports
- 6. Request for Information (RFIs) and Submittal Logs
- 7. Meeting Minutes
- 8. Contract Change Order Documentation
- 9. Project Closeout and Final Records Transmittal .

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

lask	Begin/End Dates
1.0 Project/Work Order Management	NTP plus 300 Calendar Days
2.0 Construction Management and Inspection Services	
Project Closeout and Final Records Transmittal	NTP plus 300 Calendar Days
B. Milestones/Deliverables Schedule Milestone/Deliverable	Due Date

1. Inspector's Daily Reports and Photographs	NTP plus 300 Calendar Days
2. Resident Engineer's daily or weekly status	NTP plus 300 Calendar Days
reports and updates.	•
3. A set of 24x36 size prints of the	NTP plus 300 Calendar Days
project marked on the front "RESIDENT	, ,
ENGINEER COPY" for as-built record	
keeping	
4. Correspondence Files	NTP plus 300 Calendar Days
5. Geotechnical and Materials Testing	NTP plus 300 Calendar Days
Reports	,
6. RFI and Submittal Logs	NTP plus 300 Calendar Days
7. Meeting Minutes	NTP plus 300 Calendar Days
8. CCO Documentation	NTP plus 300 Calendar Days
9. Project Closeout and Final Records	NTP plus 300 Calendar Days
Transmittal	• • • • • • • • • • • • • • • • • • •

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

- 1. Project drawings, specifications, and other pertinent project documents.
- 2. Necessary forms for project flaggers.
- 3. Flagging personnel for work alongside the MTS right-of-way.
- 4. MTS Roadway Worker training (if not current, and at the Consultant's expense) for personnel to be working on the project, at all sites, alongside the MTS right-of-way.
- 5. Access to all signal and highway grade crossing facilities as required.

VII. SPECIAL CONDITIONS

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

Not Applicable.

VIII. MTS ACCEPTANCE OF SERVICES:

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

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

IX. DEFICIENT WORK PRODUCT

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

- Paying applicable delay fees,
- Revising provided documents,

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

X. DELIVERABLE REQUIREMENTS

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

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

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

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

XI. PRICING

MTS shall reimburse the Contractor for actual costs of Work Order Agreements (including labor costs, employee benefits, overhead, and other direct costs applicable to the specific Work Order Agreement) incurred by the Contractor in performance of the work, in an amount established in the Work Order Agreement (WOA). Actual costs shall not exceed the estimated wage rates established in the negotiations between the Parties.

Fees and all other charges will be billed as identified in the WOA, and the net amount shall be due at the time of billing, unless otherwise specified.

XII. ADDITIONAL INFORMATION

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

 QA source and specialty inspections based on single fabricator local within Southern California.

- QA source and specialty inspections based on an adequate Contractor quality control fabrication, testing and inspection program. If determined necessary and agreed upon by MTS, QA inspections may be increased.
- Contract time may be extended by weather or unforeseen delays that arise during construction. Costs may need to be re-visited should this occur.
- Assume South Bay Maintenance Facility (SBMF) and Iris Rapid Projects run concurrently.

XIII. PREVAILING WAGE

Prevailing wage rates apply to certain personnel for these services? X Yes □ No

Exhibits: A, Construction Documents



EXHIBIT A CONSTRUCTION DOCUMENTS



APPLICABLE SHEETS

1-4, 13-21, 28-29, 34-37, T01-T05

1-12, 22-27, 30-33

GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.

2. UPON ISSUANCE OF A PERMIT, NO WORK WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS UNLESS APPROVED BY TRAFFIC CONTROL PERMIT FROM THE DEVELOPMENT SERVICES DEPARTMENT.

3. THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF SAN DIEGO DOES NOT AUTHORIZE THE PERMIT HOLDER OR OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.

4. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE (800) 422-4133, TWO DAYS BEFORE YOU DIG.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR POTHOLING AND LOCATING ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE WHILE MAINTAINING A 1 FOOT VERTICAL CLEARANCE.

6. ``PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, CONTRACTOR SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT ISSUING AUTHORITY.

7. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE RESIDENT ENGINEER.

8. CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNAL LOOPS, CONDUITS, AND LANE STRIPING DAMAGED DURING CONSTRUCTION.

9. PRIOR TO SITE DISTURBANCE, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRECONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO, CONSTRUCTION MANAGEMENT AND FIELD SERVICES DIVISION (858) 627-3200.

10. CONTRACTOR SHALL ONLY PERFORM SITE SURVEY AND UTILITY MARK OUT SERVICES PRIOR TO THE PRECONSTRUCTION MEETING.

11. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.

12. CONTRACTOR SHALL HAVE EMERGENCY MATERIAL AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHERE FLOW MAY GENERATE EROSION AND SEDIMENT POLLUTION.

13. "AS-BUILT" DRAWINGS MUST BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF SAN DIEGO.

14. MANHOLES AND PULL BOX COVER SHALL BE LABELED WITH NAME OF COMPANY

15. CONTRACTOR SHALL PROVIDE RED-LINES DRAWINGS IN ACCORDANCE WITH 2-5.4 OF THE WHITEBOOK, "RED-LINES AND RECORD DOCUMENTS."

16. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 1 FOOT VERTICAL SEPARATION TO ALL UTILITIES UNLESS OTHERWISE SPECIFIED ON THE PLANS.

17. CONTRACTOR SHALL REMOVE AND REPLACE ALL UTILITY BOXES SERVING AS HANDHOLES THAT ARE NOT IN "AS-NEW" CONDITION IN PROPOSED SIDEWALK, DAMAGED BOXES, OR THOSE THAT ARE NOT IN COMPLIANCE WITH CURRENT CODE SHALL BE REMOVED AND REPLACED WITH NEW BOXES INCLUDING WATER, SEWER, TRAFFIC SIGNALS, STREET LIGHTS, DRY UTILITIES-SDG&E, COX, ETC. ALL NEW METAL LIDS SHALL BE SLIP RESISTANT AND INSTALLED FLUSH WITH PROPOSED SIDEWALK GRADE. IF A SLIP RESISTANT METAL LID IS NOT COMMERCIALLY AVAILABLE FOR THAT USE, NEW BOXES AND LIDS SHALL BE INSTALLED.

18. THE AREA WHICH IS DEFINED AS A NON GRADING AREA AND WHICH IS NOT TO BE DISTURBED SHALL BE STAKED PRIOR TO START OF THE WORK. THE PERMIT APPLICANT AND ALL OF THEIR REPRESENTATIVES OR CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS FOR PROTECTION OF THIS AREA AS REQUIRED BY ANY APPLICABLE AGENCY. ISSUANCE OF THE CITY'S GRADING PERMIT SHALL NOT RELIEVE THE APPLICANT OR ANY OF THEIR REPRESENTATIVES OR CONTRACTORS FROM COMPLYING WITH ANY STATE OR FEDERAL REQUIREMENTS BY AGENCIES INCLUDING BUT NOT LIMITED TO CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CALIFORNIA DEPARTMENT OF FISH AND GAME. COMPLIANCE MAY INCLUDE OBTAINING PERMITS. OTHER AUTHORIZATIONS, OR COMPLIANCE WITH MANDATES BY ANY APPLICABLE STATE OR FEDERAL AGENCY.

19. PRIOR TO CONSTRUCTION, SURVEY MONUMENTS (HORIZONTAL AND VERTICAL) THAT ARE LOCATED IN THE CONSTRUCTION AREA SHALL BE TIED-OUT AND REFERENCED BY A LAND SURVEYOR.

20. UPON COMPLETION OF CONSTRUCTION, ALL DESTROYED SURVEY MONUMENTS ARE REQUIRED TO BE REPLACED, AND A CORNER RECORD OR RECORD OF SURVEY SHALL BE PREPARED AND FILED WITH THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYOR ACT, SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

MONUMENT PRESERVATION CERTIFICATION:

THE PERMITTEE SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ALL SURVEY MONUMENTS DESTROYED BY CONSTRUCTION. IF A VERTICAL CONTROL MONUMENT IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO DEMOLITION/CONSTRUCTION.

☐ THE TYPE OF CONSTRUCTION WILL NOT AFFECT ANY SURVEY MONUMENTS (THIS LINE IS FOR PROJECTS THAT ARE PROPOSING NO DEMOLITION, TRENCHING. ASSOCIATED WITH A CIP. ETC)

PRIOR TO PERMIT ISSUANCE, THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING WHO WILL BE RESPONSIBLE FOR MONUMENT PRESERVATION AND SHALL PROVIDE A CORNER RECORD OF SURVEY TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT, IF APPLICABLE. (SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA)

I HAVE INSPECTED THE SITE AND DETERMINED THAT:

CORNER RECORD #

□ NO SURVEY MONUMENTS WERE FOUND WITHIN THE LIMITS OF WORK

SURVEY MONUMENTS EXISTING IN OR NEAR LIMITS OF WORK WILL BE PROTECTED IN PLACE

SURVEY MONUMENTS HAVE BEEN TIED OUT AND A FINAL OR PARCEL MAP WILL BE FILED (NO CORNER RECORD OR RECORD OF SURVEY WILL BE REQUIRED)

OTHER AGENCY SURVEY MONUMENT (CORNER RECORD OR RECORD OF SURVEY MAY NOT BE REQUIRED). AGENCY HAS BEEN NOTIFIED OF POSSIBLE MONUMENT DESTRUCTION AND A LETTER PROVIDED TO CITY

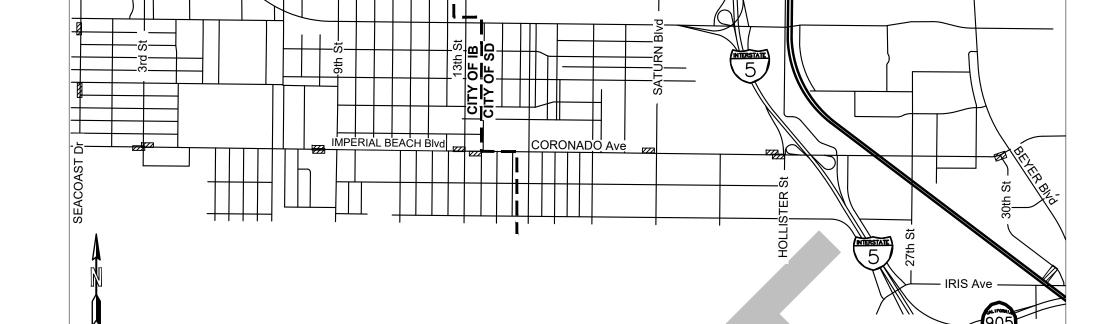
A PRE-CONSTRUCTION CORNER RECORD (OR RECORD OF SURVEY) FOR SURVEY MONUMENTS FOUND WITHIN THE LIMITS OF WORK HAS BEEN FILED.

JOEL RIIPINEN P.L.S. NO. 7942 EXP. 12-13-23 DATE POST CONSTRUCTION CORNER RECORD (AS-BUILT ITEM) □ POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION.

OR RECORD OF SURVEY #

CORNER RECORDS: CR 47785, CR 47786, CR 47787 & CR 47788 OR RECORD OF SURVEY #_





IMPROVEMENT PLANS FOR:

METROPOLITAN TRANSIT SYSTEM

IRIS RAPID CORRIDOR AND STATION

DESIGN

✓ PROJECT SITE

NO SCALE

VICINITY MAP

DECLARATION OF RESPONSIBLE CHARGE CONSTRUCTION STORM WATER PROTECTION NOTES

SEE "NOTES" SHEET

, MARK TARRALL, HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

R.C.E. NO. 71953 EXP. ON 12-31-23

3/17/23

WORK TO BE DONE

THE PUBLIC IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE CONSTRUCTED ACCORDING TO THE FOLLOWING STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.

STANDARD SPECIFICATIONS

DOCUMENT NO

PWP1010119-01 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"), 2018 EDITION.

REGIONAL SUPPLEMENT TO 2018 "GREENBOOK."

2018 EDITION (CITY OF SAN DIEGO).

PWP1010119-02 CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITEBOOK),

PWP1010119-04 CITYWIDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2018 EDITION.

CALIFORNIA DEPARTMENT OF TRANSPORTATION MUTCD (REVISION 6), 2014 EDITION. PWP1010121-10 PWP1010119-05 CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S. CUSTOMARY STANDARD SPECIFICATIONS, 2018

STANDARD DRAWINGS:

DOCUMENT NO.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 2018 EDITION.

PWP1010119-03 CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION.

> CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLANS, 2018 EDITION. SAN DIEGO COUNTY DEPARTMENT OF PUBLIC WORKS SAN DIEGO REGIONAL STANDARD DRAWINGS

(SDRSD), 2018 EDITION.

FOR LEGEND: SEE "NOTES" SHEET

PWP1010119-06

REFERENCE DRAWINGS

STREET IMPROVEMENT PLANS FOR EVERGREEN AND SEACOAST (2010) BLUE LINE TROLLEY STATION IMPROVEMENTS (2011)... ..CIP 1210030 SOUTH BAY BRT SHELTERS (2016). ..CIP 1201505 IMPERIAL BEACH BLVD - ENHANCEMENT PROJECT SEACOAST DR TO 15TH ST (2019).

SHEET INDEX **AGENCY SHEET INDEX**

DESCRIPTION SHEET NO. **AGENCY** CITY OF SAN DIEGO TITLE SHEET NOTES 2-3 CITY OF IMPERIAL BEACH KEYMAP **IMPROVEMENT PLANS** 5-15 & 17 DEMOLITION PLANS **BUS SHELTER DETAILS** 18-19 VMS SIGN DETAILS **ELECTRICAL NOTES** 22-29 & 34 **ELECTRICAL PLANS** 30-33 FIBER OPTIC CABLE SYSTEMS TRAFFIC SIGNAL MODIFICATION PLAN SIGNING AND STRIPING PLANS CURB RAMP DETAILS T01 - T05 TRAFFIC CONTROL PLAN

SITE ADDRESS:

CITY OF IMPERIAL BEACH: ALONG SEACOAST DRIVE FROM DAHLIA AVE TO EVERGREEN AVE AND ALONG IMPERIAL BEACH BLVD FROM 3RD AVE TO 13TH ST

CITY OF SAN DIEGO: ALONG CORONADO AVE FROM 13 ST TO BEYER BLVD AND IRIS AVENUE TRANSIT CENTER

OWNER/APPLICANT

APPLICANT: ELIAS BELKNAP (MTS) ADDRESS: 1255 IMPERIAL AVE, SUITE 1000, SAN DIEGO, CA, 92101

PHONE NUMBER: 619-318-1998

TOPOGRAPHY SOURCE:

AGUIRRE & ASSOCIATES 863 CENTER DRIVE, SUITE 5A, LA MESA, CA 91942 TOPO SOURCE METHOD:

PERFORMED IN SEPTEMBER, 2020

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAN SET IS THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 6, EPOCH 1991.35 AND IS DETERMINED BY G.P.S. MEASUREMENTS TAKEN ON SEPT. 4, 2020 AND WERE ESTABLISHED FROM G.P.S. STATION 190 PER ROS 14492 AND G.P.S. STATION 56 PER ROS 17055.

THE BEARING FROM G.P.S. STATION 190 TO G.P.S. STATION 56 IS N 69°33'33" W. THE COMBINED GRID FACTOR AT G.P.S. POINT 190 IS 1.0000436.

GRID DISTANCE = GROUND DISTANCE X COMBINED GRID FACTOR.

NGVD 29 ELEVATION AT G.P.S. POINT 190 IS 141.66'

THE CONVERGENCE ANGLE AT G.P.S. STATION 190 IS -00°26'08.26".

BENCHMARK: (NAVD88) ELEVATIONS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED LOCALLY

UPON THE FOLLOWING CITY OF SAN DIEGO BENCHMARK CONVERTED TO NAVD 88 BY THE NGS VERTCON PROGRAM. **BENCHMARK:**

ELEVATION: BP NW COR CORONADO 38.91 AVE & OUTER RD. (36.79' NGVD 29 + 2.12')

ENGINEERING PERMIT NO: ____ DISCRETIONARY PERMIT NO: _ PRIVATE CONTRACT

CITY OF IMPERIAL BEACH DATE

DEPARTMENT OF DEVELOPMENT SERVICES

(SHEETS 1-12, 24, 25, 27, 34-39, 42-45 ONLY)

AS-BUILT

SIGNATURE RCE NUMBER DATE TITLE SHEET FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE AND IRIS AVE AT HOWARD AVE

CITY OF SAN DIEGO, CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT PROJECT NO. XXXXX SHEET 1 OF 42 SHEETS

CONSTRUCTION CHANGE TABLE HANGE DATE EFFECTED OR ADDED SHEET NUMBERS APPROVAL NO. PROJECT NO.

1/2 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

The City of

DEVELOPMENT SERVICES DEPARTMENT

					FOR CITY	ENCINEER		DATE		V. I.IVI
		. –			FUR CITT	ENGINEER	7	DATE		
STI	REET DATA TAE	BLE			DESCRIPTION	BY	APPROVED	DATE	FILMED	
	01.4001510.471041	SPEED	ADT	R/W						
STREET NAME	CLASSIFICATION	(MPH)	(VEHICLES)	(FT)						1786-6299
		<u> </u>	<u> </u>							NAD83 COORDINATES
CORONADO AVENUE	MAJOR ARTERIAL	35	23,407	72-98		-				
IRIS AVENUE	COLLECTOR	30	6.567	81						146-1739
			-,		AS-BUILTS					LAMBERT COORDINATES
BEYER BOULEVARD	MAJOR ARTERIAL	45	10,526	100-115						
					CONTRACTOR		DATE STARTEL			XXXXX-01-l
					INSPECTOR		DATE COMPLE	IEU		/////// O

ABBREVIATIONS: GALLONS PER MINUTE ABBREVIATION GPM ASPHALT CONCRETE HOT MIX ASPHALT HMA ALUM ALUMINUM LINEAR FEET ASTM AMERICAN SOCIETY FOR TESTING MAXIMUM MAX AND MATERIALS **MILLIMETERS** AMERICAN WIRE GAUGE MINIMUM BEST MANAGEMENT PRACTICE MANUAL ON UNIFORM TRAFFIC MUTCD **BOSW** BACK OF SIDEWALK CONTROL DEVICES C&G **CURB AND GUTTER** NUMBER NO CAB CRUSHED AGGREGATE BASE PULL BOX PB CONTROL POINT CP PIP PROTECT IN PLACE CTB CEMENT TREATED BASE PROPERTY LINE POUNDS PER SQUARE INCH DIAMETER PSI DG DECOMPOSED GRANITE PVC POLYVINYL CHLORIDE EG EXISTING GRADE PVT PRIVATE EL **ELEVATION** QUANTITY QTY Exist **EXISTING** R/W **RIGHT-OF-WAY** FG FINISHED GRADE SCH SCHEDULE FL FLOW LINE SQUARE FEET FND SIDEWALK FOUND SW FS FINISHED SURFACE TOP OF CURB FT FEET TCE TEMPORARY CONSTRUCTION GAL GALLONS EASEMENT GB GRADE BREAK TYP. **TYPICAL** GL **GUTTER LIP VMS** VARIABLE MESSAGE SIGN LEGEND: PROPOSED IMPROVEMENTS <u>IMPROVEMENT</u> STANDARD DWGS <u>SYMBOL</u> 6" CURB SDG-150, SDRSD G-1 ____ (PVT WHERE NOTED) SDRSD G-2 6" CURB & GUTTER SDG -151 (PVT WHERE NOTED) SDRSD G-7 **CONCRETE SIDEWALK** SDG-155, 156 (PVT WHERE NOTED) CURB RAMP SDG-132 (PVT WHERE NOTED) AC BUS STOP PAD CONCRETE BUS STOP SLAB SDG-102 4. . 4. . 4 . 4 . 4 . 4 (9" PCC OVER 6" CTB) SDRSD C-09 TYPE A GRAVITY WALL (PVT) PROPOSED/RELOCATED SIGN (PVT WHERE NOTED) PROPOSED PERMANENT MTS EASEMENT LIMITS PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE) SAWCUT LINE / IMPROVEMENT LIMITS LIMITS OF GRADING BUS SHELTER & BUS SHELTER FOUNDATION FOOTPRINT (PVT) VMS SIGN (PVT) TYPE A PED BARRICADE (PVT WHERE NOTED) SDG-141 4-FT TALL CHAIN LINK FENCE (PVT) SDM-112 EXISTING IMPROVEMENTS **EXISTING SIGN EXISTING MASONRY** EXISTING BUS PAD EXISTING RIGHT OF WAY LINE EXISTING PROPERTY LINE INDICATES SURVEY MONUMENT, AS NOTED, TO BE DESTORYED DURING AND REPLACED AFTER CONSTRUCTION INDICATES SURVEY MONUMENT, AS NOTED, TO BE PROTECTED IN PLACE **EXISTING CURB AND GUTTER**

EXISTING CONCRETE BUS PAD

CONSTRUCTION BMP GENERAL NOTES:

PRIOR TO ANY SOIL DISTURBANCE, TEMPORARY EROSION AND SEDIMENT CONTROL SHALL BE INSTALLED BY THE CONTRACTOR OR QUALIFIED PERSON(S) AS INDICATED BELOW:

1. ALL REQUIREMENTS OF THE CITY OF SAN DIEGO "LAND DEVELOPMENT MANUAL, STORM WATER STANDARDS" MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED GRADING/IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR WATER POLLUTION CONTROL PLAN (WPCP) FOR CONSTRUCTION LEVEL BMP'S AND, IF APPLICABLE, THE STORM WATER QUALITY MANAGEMENT PLAN (SWQMP) FOR POST CONSTRUCTION TREATMENT CONTROL BMP'S.

2. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL STORM DRAIN INLETS. INLET PROTECTION IN THE PUBLIC RIGHT OF WAY MAY BE TEMPORARILY REMOVED WHERE IT IS PRONE TO FLOODING PRIOR TO A RAIN EVENT AND REINSTALLED AFTER RAIN IS OVER.

3. ALL CONSTRUCTION BMPS SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS

4. THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING, AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED PERSON CAN PROVIDE EROSION AND SEDIMENT CONTROL MEASURES.

5. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTORS AND SUPPLIERS ARE AWARE OF ALL STORM WATER QUALITY MEASURES AND IMPLEMENT SUCH MEASURES. FAILURE TO COMPLY WITH THE APPROVED SWPPP/WPCP WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS, CIVIL PENALTIES AND/OR STOP WORK NOTICES.

6. THE CONTRACTOR OR QUALIFIED PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF ALL SILT, DEBRIS AND MUD ON AFFECTED AND ADJACENT STREET(S) AND WITHIN STORM DRAIN SYSTEM DUE TO CONSTRUCTION VEHICLES/EQUIPMENT AND CONSTRUCTION ACTIVITY AT THE END OF EACH WORK DAY.

7. THE CONTRACTOR SHALL PROTECT NEW AND EXISTING STORM WATER CONVEYANCE SYSTEMS FROM SEDIMENTATION, CONCRETE RINSE, OR OTHER CONSTRUCTION RELATED DEBRIS AND DISCHARGES WITH THE APPROPRIATE BMPS THAT ARE ACCEPTABLE TO THE ENGINEER AND AS INDICATED IN THE

8. THE CONTRACTOR OR QUALIFIED PERSON SHALL CLEAR DEBRIS, SILT AND MUD FROM ALL DITCHES AND SWALES PRIOR TO AND AFTER EACH RAIN EVENT.

9. IF A NON-STORM WATER DISCHARGE LEAVES THE SITE, THE CONTRACTOR SHALL IMMEDIATELY STOP THE ACTIVITY AND REPAIR THE DAMAGES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF THE DISCHARGE. AS SOON AS PRACTICAL, ANY AND ALL WASTE MATERIAL, SEDIMENT AND DEBRIS FROM EACH NON STORM WATER DISCHARGE SHALL BE REMOVED FROM THE STORM DRAIN CONVEYANCE SYSTEM AND PROPERLY DISPOSED OF BY THE CONTRACTOR.

10. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID DEPLOYMENT OF CONSTRUCTION BMPS WHEN RAIN IS IMMINENT.

11. THE CONTRACTOR SHALL RESTORE AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL BMPS TO WORKING ORDER YEAR ROUND.

12. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES DUE TO GRADING INACTIVITY OR UNFORESEEN CIRCUMSTANCES TO PREVENT NON-STORM WATER AND SEDIMENT-LADEN DISCHARGES.

13. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.

14. ALL EROSION AND SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED SWPPP/WPCP SHALL BE INSTALLED AND MAINTAINED. ALL EROSION AND SEDIMENT CONTROL FOR INTERIM CONDITIONS SHALL BE PROPERLY DOCUMENTED AND INSTALLED TO THE SATISFACTION OF THE RESIDENT ENGINEER.

15. UPON NOTIFICATION BY THE RESIDENT ENGINEER, THE CONTRACTOR SHALL ARRANGE FOR MEETINGS DURING OCTOBER 1ST TO APRIL 30TH FOR PROJECT TEAM (GENERAL CONTRACTOR, QUALIFIED PERSON, EROSION CONTROL SUBCONTRACTOR IF ANY, ENGINEER OF WORK OWNER/DEVELOPER AND THE RESIDENT ENGINEER) TO EVALUATE THE ADEQUACY OF THE EROSION AND SEDIMENT CONTROL MEASURES AND OTHER BMPS RELATIVE TO ANTICIPATED CONSTRUCTION ACTIVITIES.

16. THE CONTRACTOR SHALL CONDUCT VISUAL INSPECTIONS DAILY AND MAINTAIN ALL BMPS AS NEEDED. VISUAL INSPECTIONS AND MAINTENANCE OF ALL BMPS SHALL BE CONDUCTED BEFORE, DURING AND AFTER EVERY RAIN EVENT AND EVERY 24 HOURS DURING ANY PROLONGED RAIN EVENT. THE CONTRACTOR SHALL MAINTAIN AND REPAIR ALL BMPS AS SOON AS POSSIBLE AS SAFETY ALLOWS.

17. CONSTRUCTION ENTRANCE AND EXIT AREA. TEMPORARY CONSTRUCTION ENTRANCE AND EXIT AREA SHALL BE ON LEVEL, STABILIZED GROUND. THE ENTRANCE AND EXIT AREA SHALL BE CONSTRUCTED BY OVERLAYING THE STABILIZED ACCESS AREA WITH 3 TO 6" DIAMETER STONES. THE AREA SHALL BE MINIMUM 50' LONG X 30' WIDE. IN LIEU OF STONE COVERED AREA, THE CONTRACTOR MAY CONSTRUCT RUMBLE RACKS OF STEEL PANELS WITH RIDGES MINIMUM 20' LONG X 30' WIDE CAPABLE OF PREVENTING THE MIGRATION OF CONSTRUCTION MATERIALS INTO THE TRAVELED WAYS.

18. PERFORMANCE STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING WATER POLLUTION CONTROL MEASURES BASED ON PERFORMANCE STANDARDS. PERFORMANCE STANDARDS SHALL INCLUDE:

A. NON-STORM WATER DISCHARGES FROM THE SITE SHALL NOT OCCUR TO THE MEP3. STORM WATER DISCHARGES SHALL BE FREE OF POLLUTANTS INCLUDING SEDIMENT TO THE MEP.

B. EROSION SHALL BE CONTROLLED BY ACCEPTABLE BMPS TO THE MEP. IF RILLS AND GULLIES APPEAR THEY SHALL BE REPAIRED AND ADDITIONAL BMPS INSTALLED TO PREVENT A REOCCURRENCE OF EROSION.

C. AN INACTIVE AREA SHALL BE PROTECTED TO PREVENT POLLUTANT DISCHARGES. A SITE OR PORTIONS OF A SITE SHALL BE CONSIDERED INACTIVE WHEN CONSTRUCTION ACTIVITIES HAVE CEASED FOR A PERIOD OF 14 OR MORE CONSECUTIVE DAYS.

CURB RAMP NOTE:

THE REQUIRED DETECTABLE WARNING (TRUNCATED DOMES) ON CURB RAMPS ARE TO COMPLY WITH THE CITY STANDARDS (SDG-130) AND SPECIFICATIONS. A 12" X 12" (MIN.) SAMPLE OF THE DETECTABLE WARNING, THE PRODUCTS' TEST REPORT AND A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTION MUST BE SUBMITTED TO THE DESIGNATED CITY RESIDENT ENGINEER FOR REVIEW PRIOR TO INSTALLATION. FAILURE TO COMPLY WITH THE STANDARDS, SPECIFICATIONS AND SAMPLE SUMBMITTAL REVIEW PROCESS WILL RESULT IN THE REMOVAL OR REPLACEMENT OF THE DETECTABLE WARNING AND/OR CURB RAMP(S) AT CONTRACTOR AND/OR OWNER'S EXPENSE.

TRAFFIC CONTROL NOTE:

2014 EDITION

1. VALIDATION: THE TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES AND WORK HOURS ARE APPROVED. THE CONTRACTOR SHALL SUBMIT TWO (2) REDUCED COPIES OF TRAFFIC CONTROL PLANS (11"X17") TO THE TRAFFIC CONTROL PERMIT COUNTER, DEVELOPMENT SERVICE DEPARTMENT, 101 ASH STREET, SAN DIEGO. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

2. CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 465-4742 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY CONSTRUCTION WORK AFFECTING TRAFFIC SIGNALS.

3. STANDARDS: THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:

DOCUMENT NO.

STANDARD SPECIFCATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2021 EDITION	2018	PWPI010119-01
CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION	2018	PWPI010119-03
CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (REVISION 6),	2018	PWPI060121-10

4. NOTIFICATIONS: THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL AFFECTING THE AGENCIES LISTED BELOW:

FIRE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 573-1300
POLICE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 495-7800
ENVIRONMENTAL SERVICES	(REFUSE COLLECTION)	(858) 492-5060
STREET DIVISION	(TRAFFIC SIGNALS)	(619) 527-7500
METROPOLITAN TRANSIT SYSTEM (MTS)	(BUS STOPS)	(619) 238-0100 EXT. 6451
METROPOLITAN TRANSIT SYSTEM (MTS)	(TAXI ZONES)	(619) 235-2644
METROPOLITAN TRANSIT SYSTEM (MTS)	(TROLLEY LINES)	(800) 422-4133
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(619) 566-1319
U.S NAVY	(32ND ST NAVAL STATION)	(619) 400-2880
SAN DIEGO COUNTY REGIONAL AIRPORT AU	JTHORITY	

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS/ THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.

THE CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGEMENT & FIELD SERVICES DIVISION AT (858) 627-3200 AND ARRANGE FOR INSPECTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO STARTING ANY WORK INVOLVING NIGHTTIME OR WEEKEND HOURS.

5. POSTING PARKING RESTRICTIONS: THE CONTRACTOR SHALL POST TOW-AWAY/NO PARKING SIGNS SEVENTY-TWO (72) HOURS IN ADVANCE OF PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES AND TIMES OF RESTRICTION. PARKING METERS SHALL BE BAGGED WHERE APPLICABLE.

6. EXCAVATIONS: EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS, ALL TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORKDAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS IN THE RIGHT-OF-WAY EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS.

7. COVERED PEDESTRIAN WALKWAY: THE CONTRACTOR SHALL CONTACT CITY RESIDENT ENGINEER AT (619) 627-3200 FOR INSPECTION OF ANY COVERED PEDESTRIAN WALKWAY DURING CONSTRUCTION OF SUCH WALKWAY.

8. RESTORATION OF ROADWAY: THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY NON DESIGNATED FOR PERMANENT REMOVAL (TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) WHICH ARE DAMAGED OR REMOVED AS A RESULT OF OPERATIONS. REPAIRS AND REPLACEMENTS SHALL BE AT LEAST EQUAL TO EXISTING IMPROVEMENT.

9. PROVISION OF TEMPORARY TRAFFIC SIGNAL DETECTION: THE CONTRACTOR SHALL INSTALL CITY APPROVED TEMPORARY VIDEO OR RADAR DETECTION WHEN EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ARE DAMAGED, DISABLED, OR BECOME INEFFECTIVE DUE TO CONSTRUCTION ACTIVITIES FOR A PERIOD OF FIVE (5) OR MORE DAYS, SATISFACTORY TO THE CITY ENGINEER. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY TRAFFIC SIGNAL DETECTION EQUIPMENT AND RESTORE/INSTALL A CITY APPROVED PERMANENT VEHICLE DETECTION SYSTEM UPON COMPLETION OF CONSTRUCTION, SATISFACTORY TO THE CITY ENGINEER.

10. CHANGE IN WORK: THE CITY ENGINEER RESERVES THE RIGHT TO OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND TO MAKE ANY CHANGES AS FIELD CONDITIONS WARRANT. ANY CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.

CONSTRUCTION STORM WATER PROTECTION NOTES:

1. TOTAL SITE DISTURBANCE AREA (ACRES): <1 ACRE WATERSHED: TIJUANA RIVER-FRONTAL PACIFIC OCEAN / OTAY RIVER HYDRAULIC SUB AREA NAME AND NUMBER: SAN YSIDRO 911.11 / POGGI CANYON 910.20

2. THE PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NUMBER R9-2013-0001 AND SUBSEQUENT AMENDMENTS.

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NUMBER R9-2013-0001 AND SUBSEQUENT AMENDMENTS.

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NUMBER R9-2013-0001 AND CONSTRUCTION GENERAL PERMIT ORDER NUMBER 2009-009-DWQ AS AMENDED BY ORDER 2010-0014 DWQ AND 2012-0006-DWQ

TRADITIONAL: RISK LEVEL 1 2 3 RISK LEVEL 1 2 3 WDID NO:

3. CONSTRUCTION SITE PRIORITY

Minimum Required Best Minimum

Required Best Management

Practices

ASBS MEDIUM HIGH

MINIMUM REQUIRED STANDARD CONSTRUCTION STORMWATER BMPs (Source: CALTRANS Storm Water Quality Handbooks)

CALTRANS

Stormwater

Handbook Detail

Check at least one If your project requires no BMP from

BMP from each

section below

any of the sections below, please

explain within space provided

City of San Diego • Development Services Department • "Minor" Water Pollution Control Plan (MWPCP)

A. Select Erosion Control Method			
Vegetation Stabilization Planting (Summer)	SS-2, SS-4		
Hydraulic Stabilization Hydroseeding (Summer)	SS-4		
Bonded Fiber Matrix or Stabilized Fiber Matrix (Winter)	SS-3		
Physical Stabilization Erosion Control Blanket (Winter)	SS-7		
Lot Perimeter Protection Detail	SC-2	₫	
Mulch, Straw, Woodchips, Soil Application	SS-6, SS-8		
B. If Runoff or Dewatering Operation	is concentrated, velocit	y must be controlled us	sing an energy dissipater
Energy Dissipater Outlet Protection	SS-10		N/A
C. Select Sediment Control method f	or all disturbed areas (C	hose at least one)	
Silt Fence	SC-1		
Fiber Rolls (Straw Wattles)	SC-5		
Gravel Bags	SC-6, SC-8		
Dewatering Filtration	NS-2		
Storm Drain Inlet Protection	SC-10	Ø	
D. Select method for preventing offsi	te tracking of sediment	(choose at least one)	
Stabilized Construction Entrance	TC-1		
Entrance/Exit Tire Wash	TC-3		
Street Sweeping & Vacuuming	SC-7	Ø	
E. Select the General Site Manageme	nt BMPs for each waste	that will be on site	
Material Delivery & Storage	WM-1		
Spill Prevention & Control	WM-4		
Concrete Waste Management	WM-8	Ø	
Solid Waste Management	WM-5		
Sanitary Waste Management	WM-9		
Hazardous Waste Management	WM-6		

PRIVATE CONTRACT

IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE

CI	TY OF DEVE	PROJECT NO. XXXXXX			
FOR CITY	ENGINEL	<u></u>	DATE		V.T.M
DESCRIPTION	BY	APPROVED	DATE	FILMED	
					1786-6299
					NAD83 COORDINATES
					146–1739
AS-BUILTS					LAMBERT COORDINATES
CONTRACTOR		DATE STARTEL			XXXXX-02-D
INSPECTOR					

MARK TARRALL C71953 12/31/23

DATE

DOKKEN ENGINEERING

(858) 514-8377

1450 FRAZEE ROAD, SUITE 100

EXP. 12-31-23

A-11

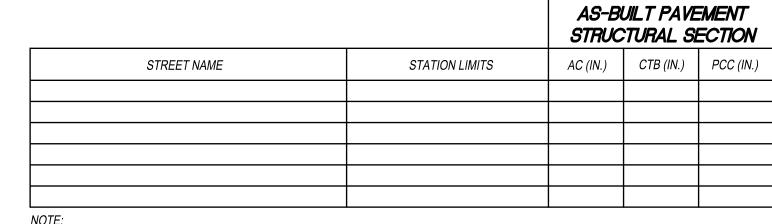
TRUCK HAUL NOTES:

THE CONTRACTOR SHALL SUBMIT A TRUCK HAUL ROUTE PLAN (11"X17") FOR APPROVAL PRIOR TO STARTING EXPORT OR IMPORT OF MATERIAL. THE PLAN SHOULD BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, 3RD FLOOR, BOOTH 22, ENGINEERING DIVISION, DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO (619) 446-5150. CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF FIVE (5) WORKING DAY'S PRIOR TO STARTING

PRIVATE NOTE:

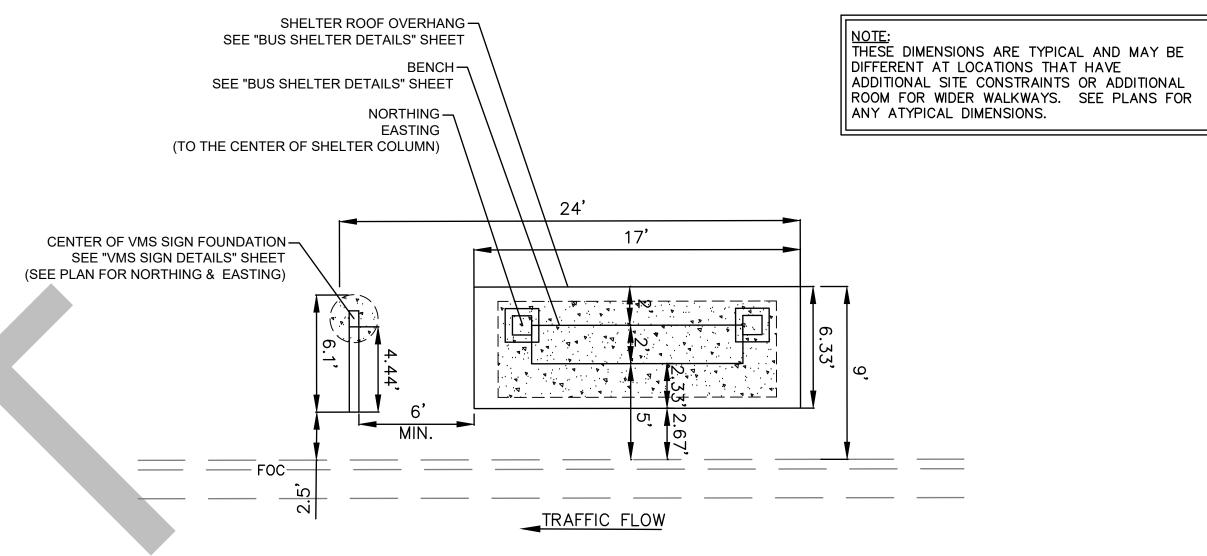
ALL ONSITE, PRIVATE IMPROVEMENTS SHOWN ON THIS DRAWING ARE FOR INFORMATION ONLY. THE CITY ENGINEER'S APPROVAL OF THIS DRAWING, IN NO WAY CONSTITUTES AN APPROVAL OF SAID PRIVATE IMPROVEMENTS. A SEPARATE PERMIT FOR SUCH IMPROVEMENTS MAY BE

	AGREEMENT DATA					
APPROVAL TYPE	DESCRIPTION	APPROVAL NO.	SEE SHEET NUMBER(S)			
EMRA	AGREEMENT TO ALLOW FOR ENCROACHMENT OF MTS PRIVATE IMPROVEMENTS WITHIN CITY OF SAN DIEGO PUBLIC RIGHT-OF-WAY BY INSTALLING & MAINTAINING PRIVATE IMPROVEMENTS THAT INCLUDE BUS SHELTERS, BUS SIGNS, VMS POLES/SIGNS, CONCRETE PAVEMENT, CURB, GUTTER, SIDEWALKS, PEDESTRIAN BARRICADES, TRANSIT FACILITY SIGNS, AND STRIPING.	2593913	3, 13-14, 36			



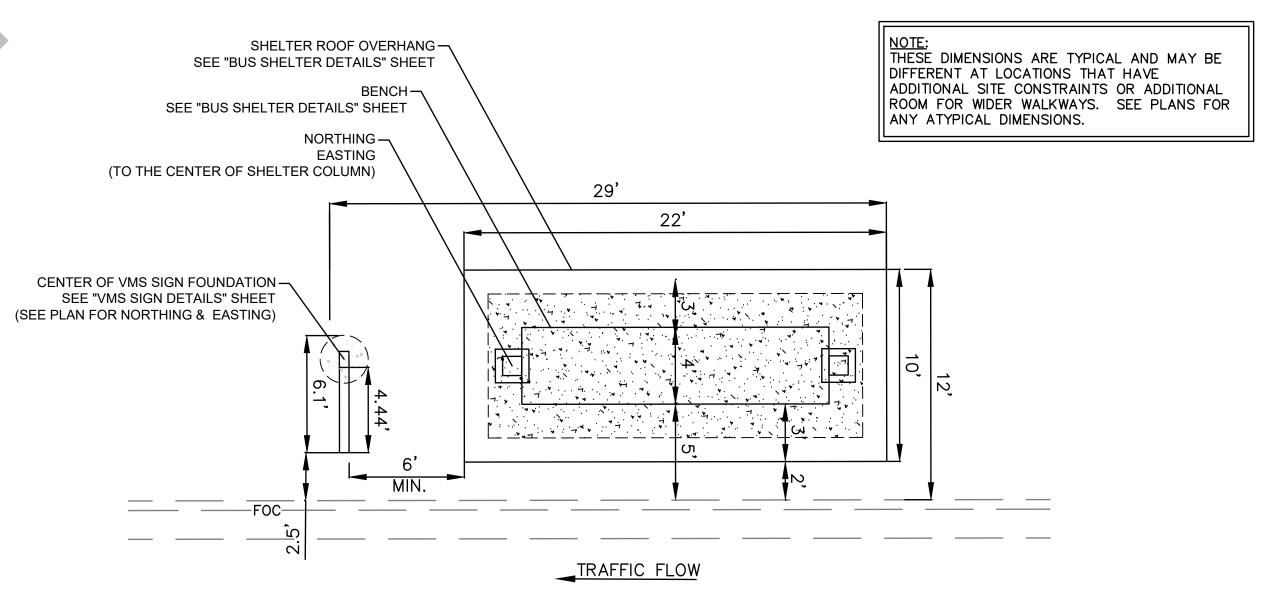
STREET SUBGRADE SOIL SAMPLES ARE TO BE TAKEN FOR "R" VALUE ANALYSIS BY A PRIVATE GEOTECHNICAL ENGINEERING FIRM AND UNDER THE DIRECTION OF THE RESIDENT ENGINEER. THESE ANALYSIS ARE TO BE PERFORMED BY A CERTIFIED PRIVATE GEOTECHNICAL FIRM TO DETERMINE THE PAVEMENT SECTION(S) DURING CONSTRUCTION. A PAVEMENT SECTION LETTER WILL BE ISSUED BY THE CITY. EMRA NOTE:

ALL MTS BUS SHELTERS AND VMS POLES/SIGNS PROPOSED WITHIN CITY OF SAN DIEGO PUBLIC RIGHT-OF-WAY ARE COVERED UNDER EMRA APPROVAL #2593913.



TYPICAL SMALL MTS BUS SHELTER

(22'x9' STANDARD FOOTPRINT) NOT TO SCALE



TYPICAL LARGE MTS BUS SHELTER

(27'x12' STANDARD FOOTPRINT) NOT TO SCALE

PRIVATE CONTRACT

	AN	S RAPID ID STATI FRIAL BEACH BL	ION	DES	BIGN
CIT	DEVELOPI	'AN DIEGO, CAL MENT SERVICES DEPAR TET 3 OF 42 SHEETS	TMENT		PROJECT NO. XXXXXX
FOR CITY	ENGINEER		DATE		V. T.M
DESCRIPTION	BY	APPROVED	DATE	FILMED	
					1786–6299 NAD83 COORDINATES
AS-BUILTS					146–1739 LAMBERT COORDINATE
CONTRACTOR INSPECTOR	•	DATE STAR			XXXXX-03

TARRALL

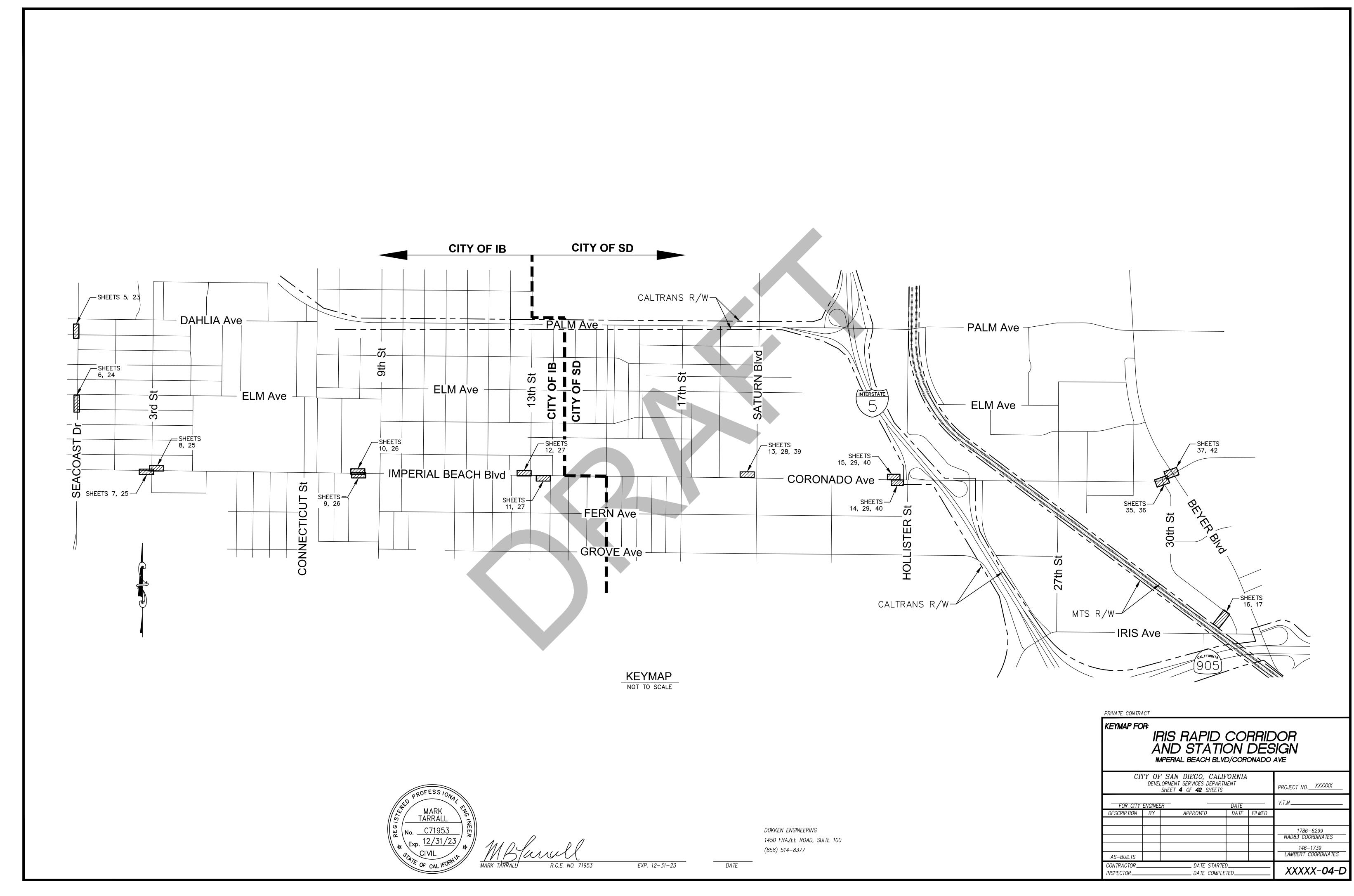
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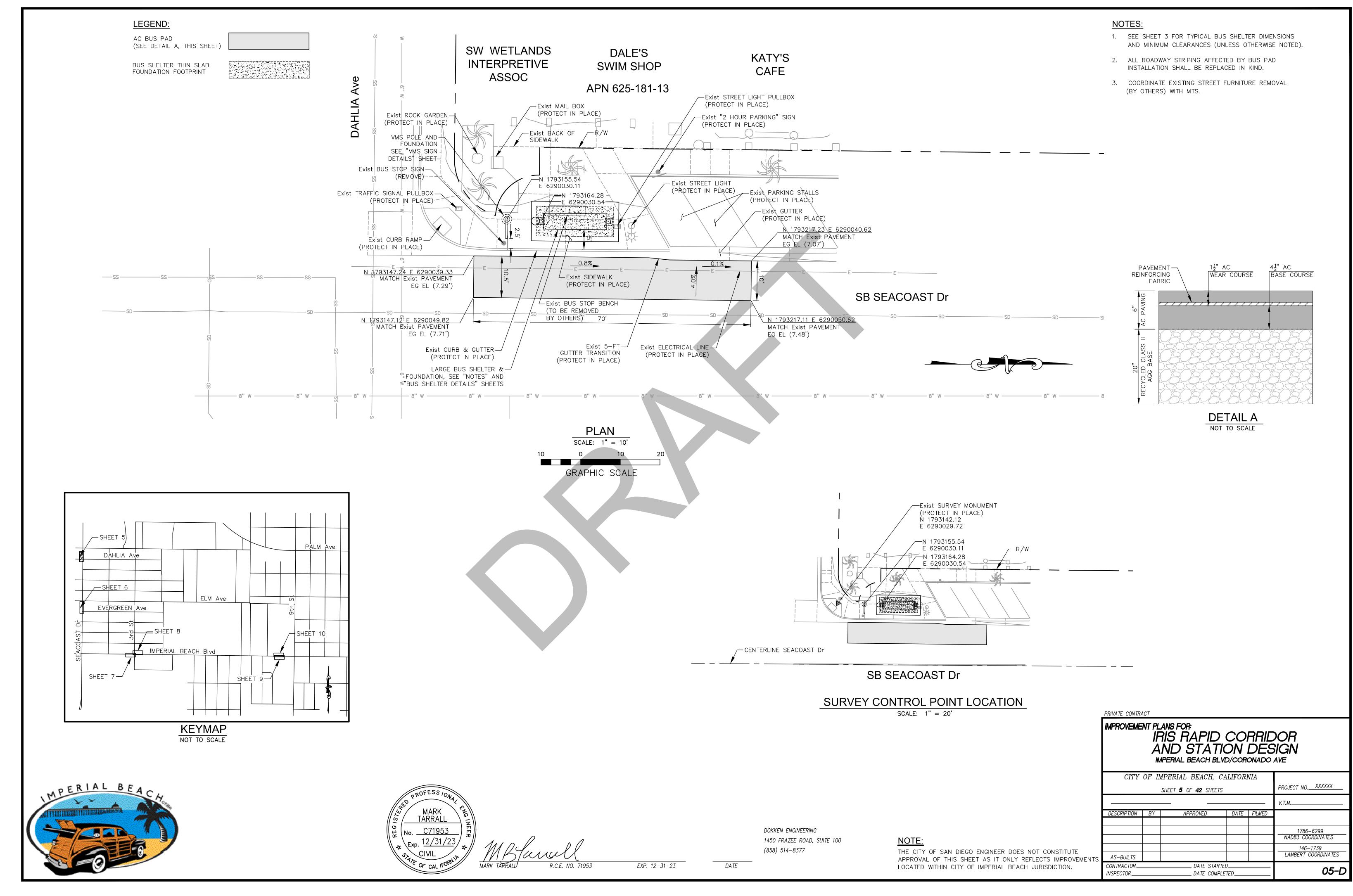
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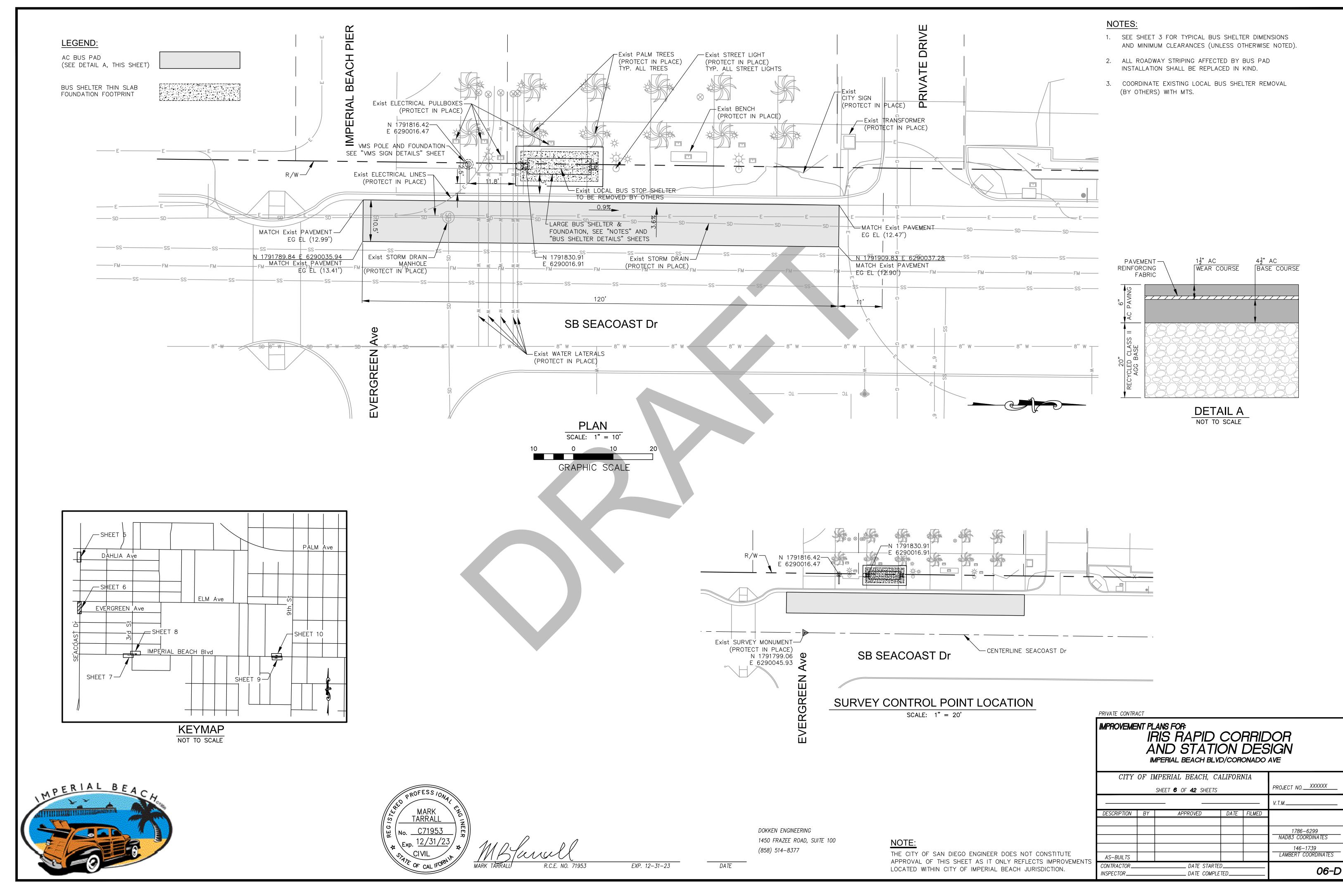
DOKKEN ENGINEERING

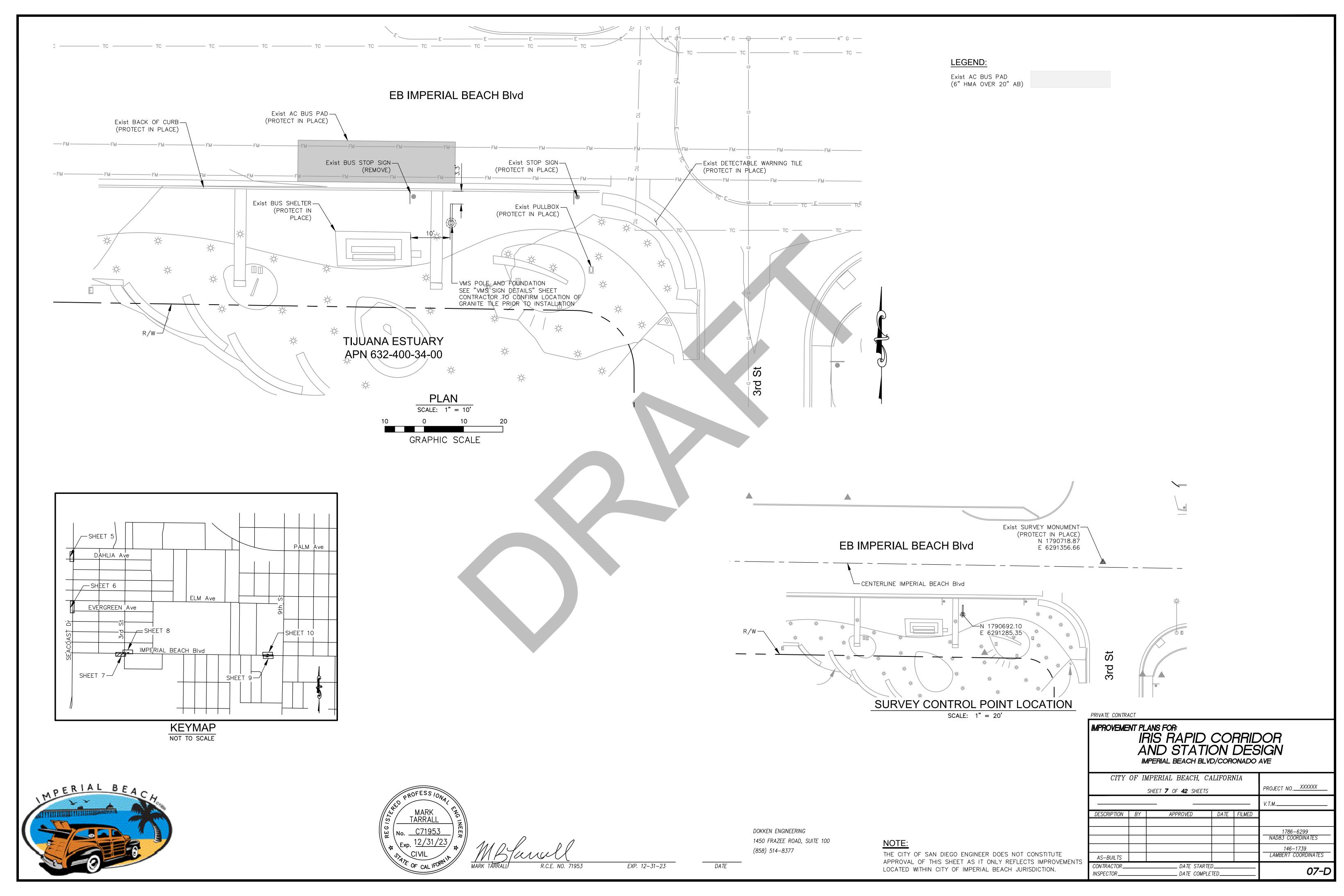
(858) 514-8377

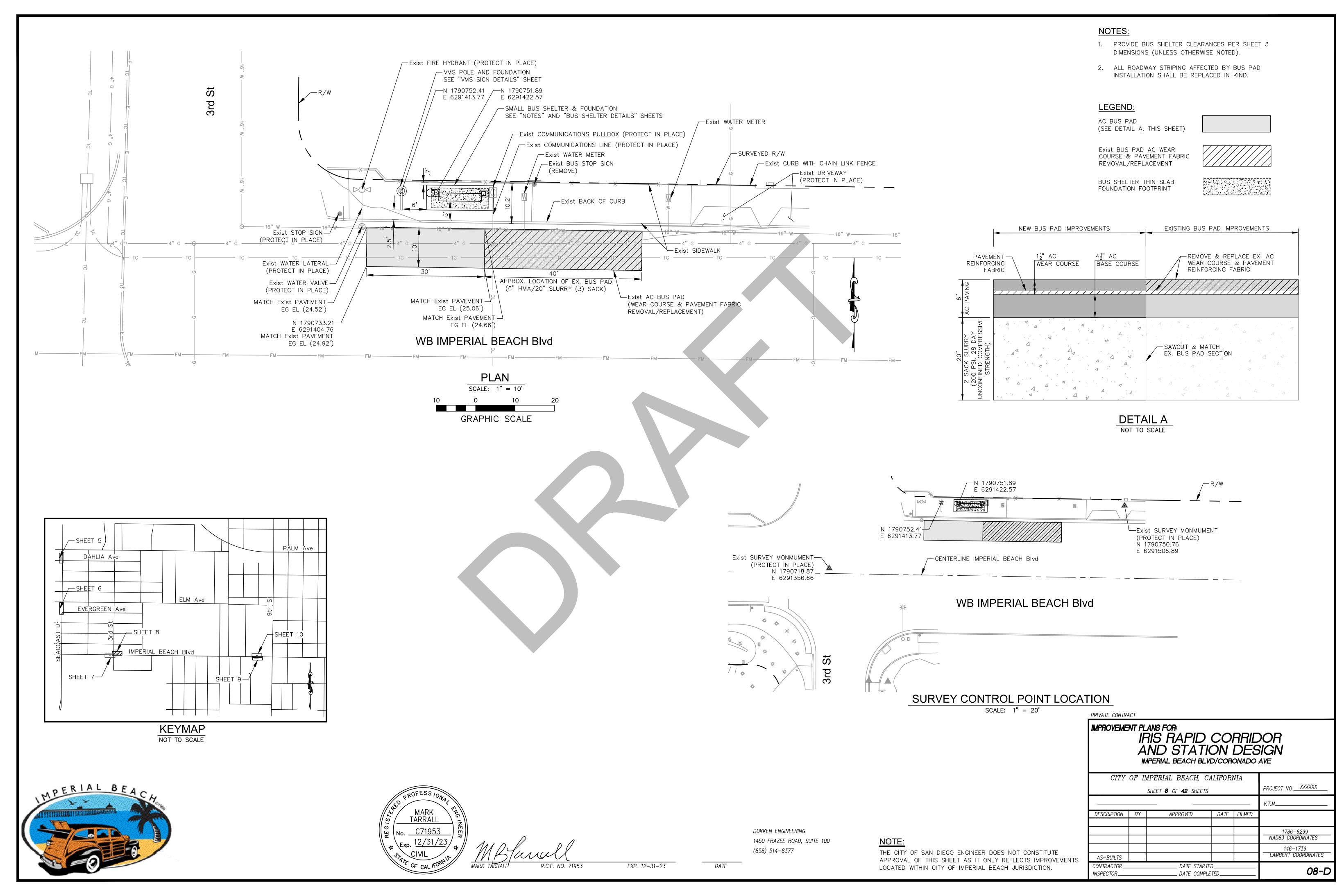
1450 FRAZEE ROAD, SUITE 100

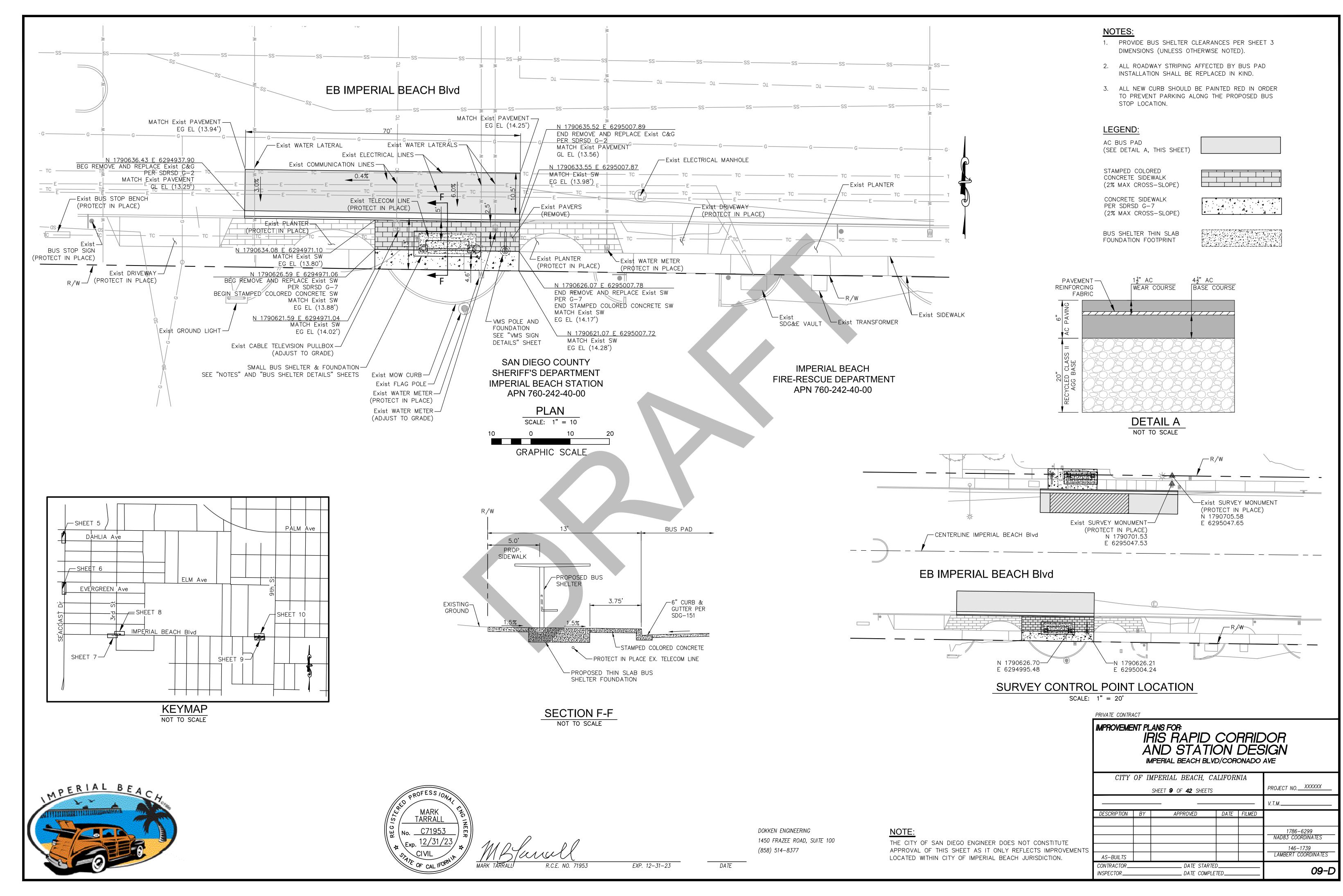


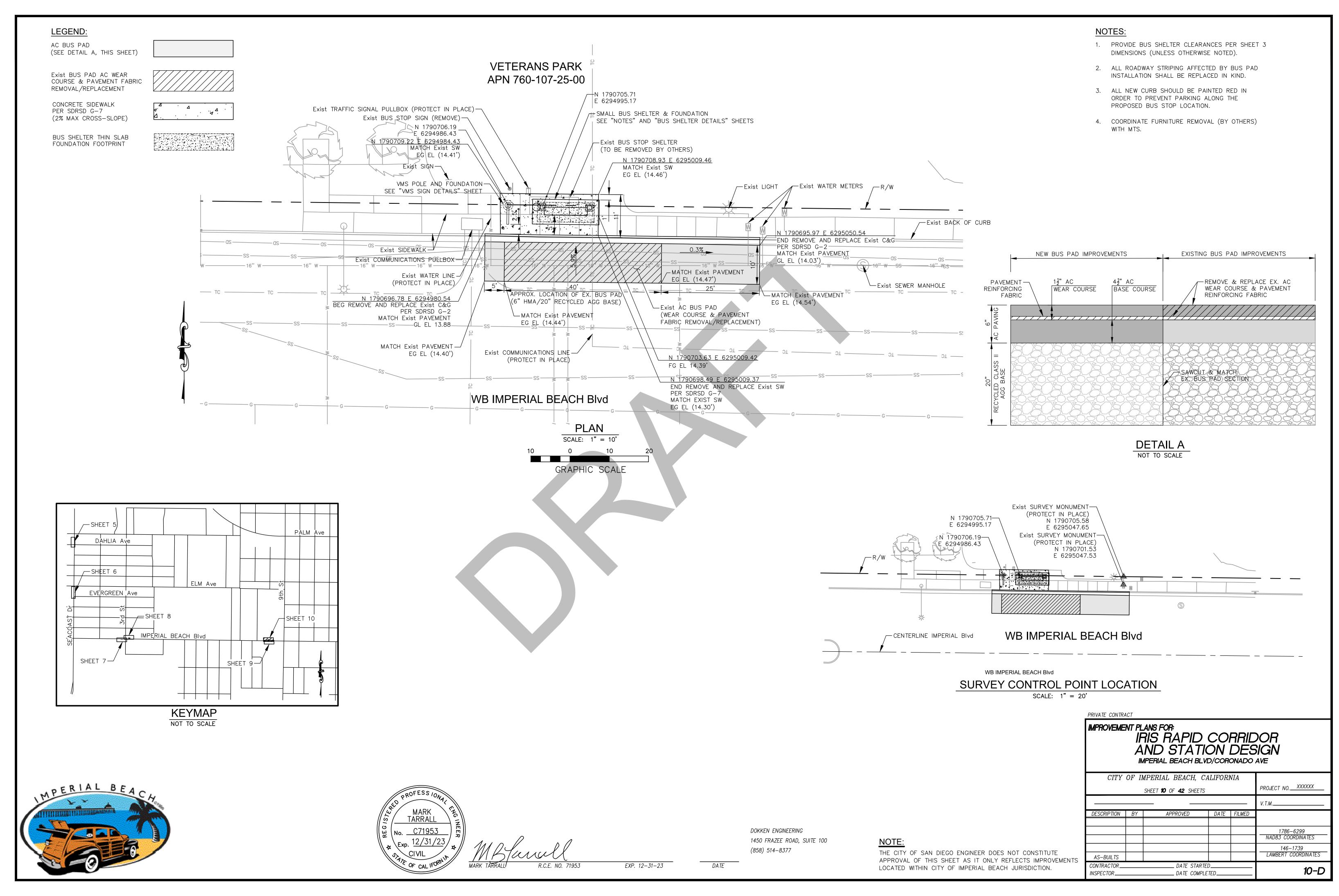


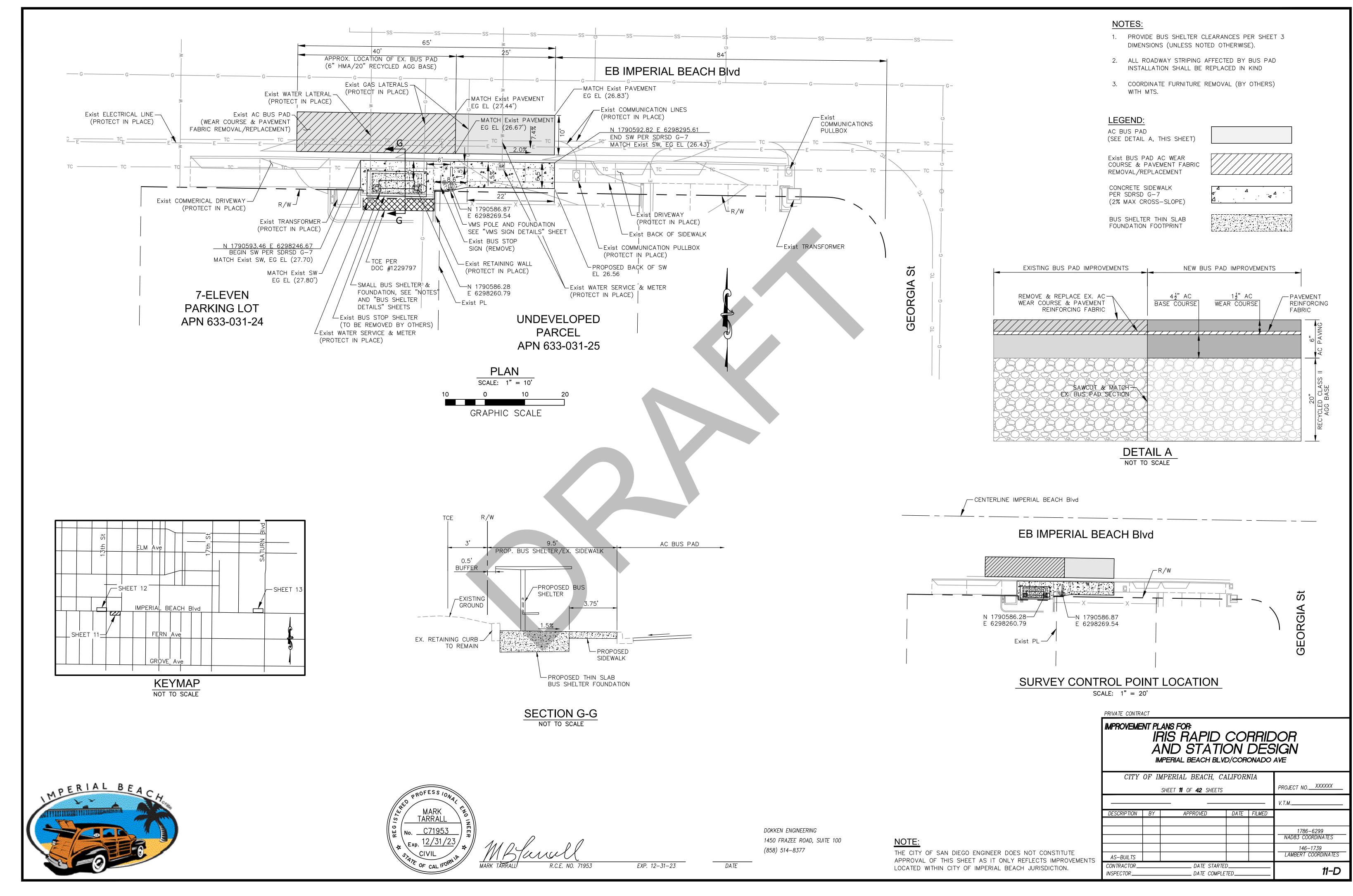


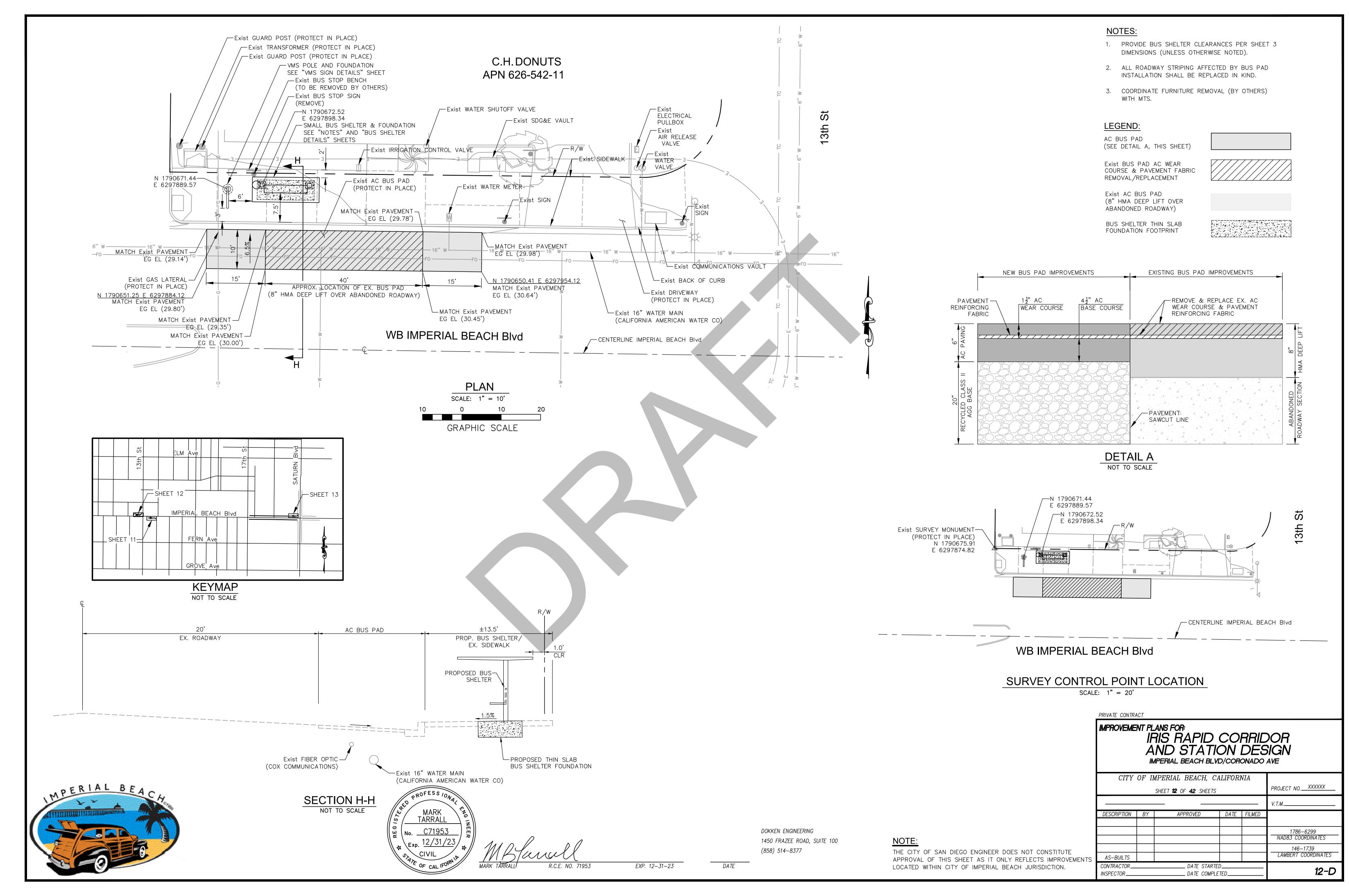


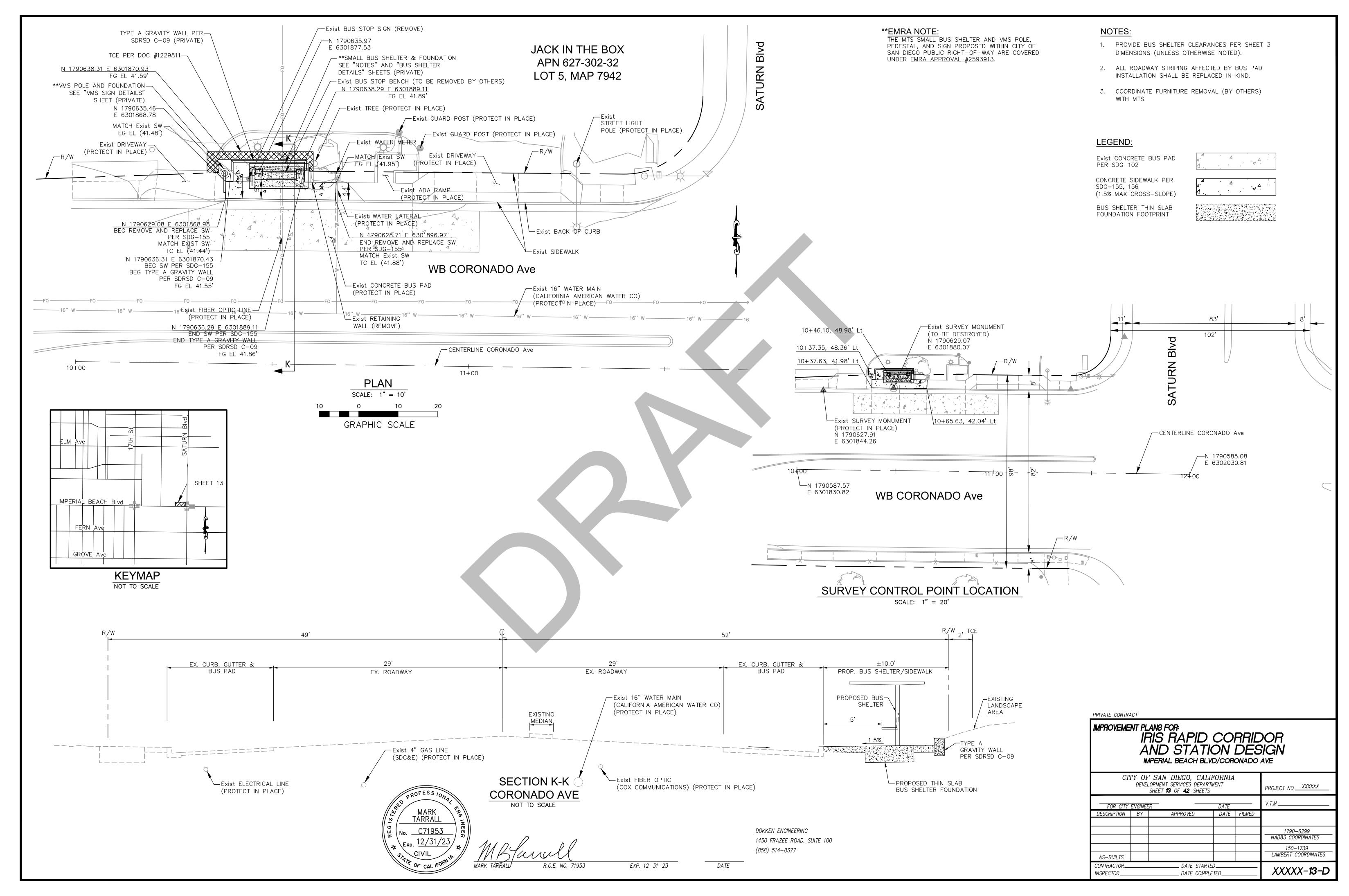


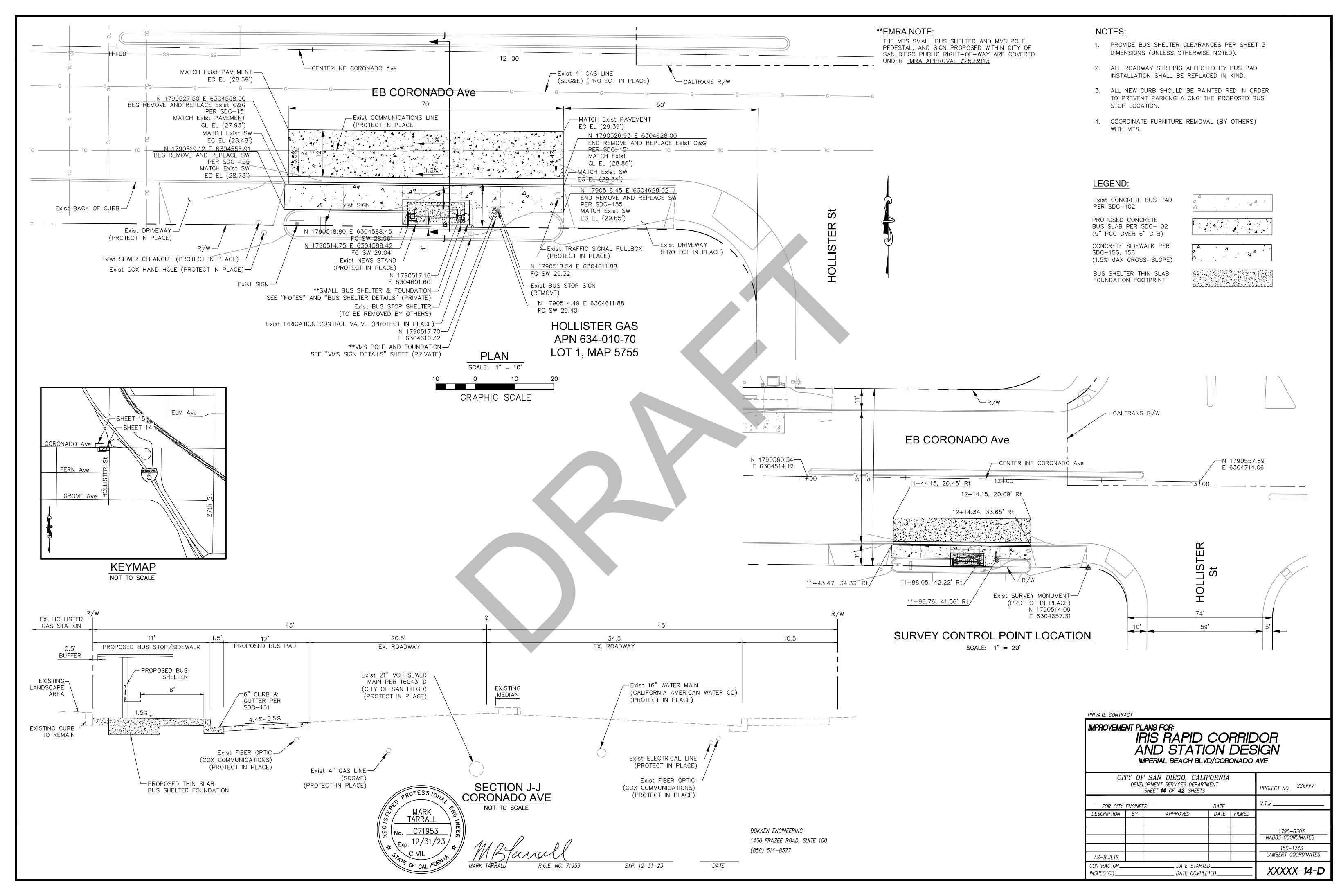


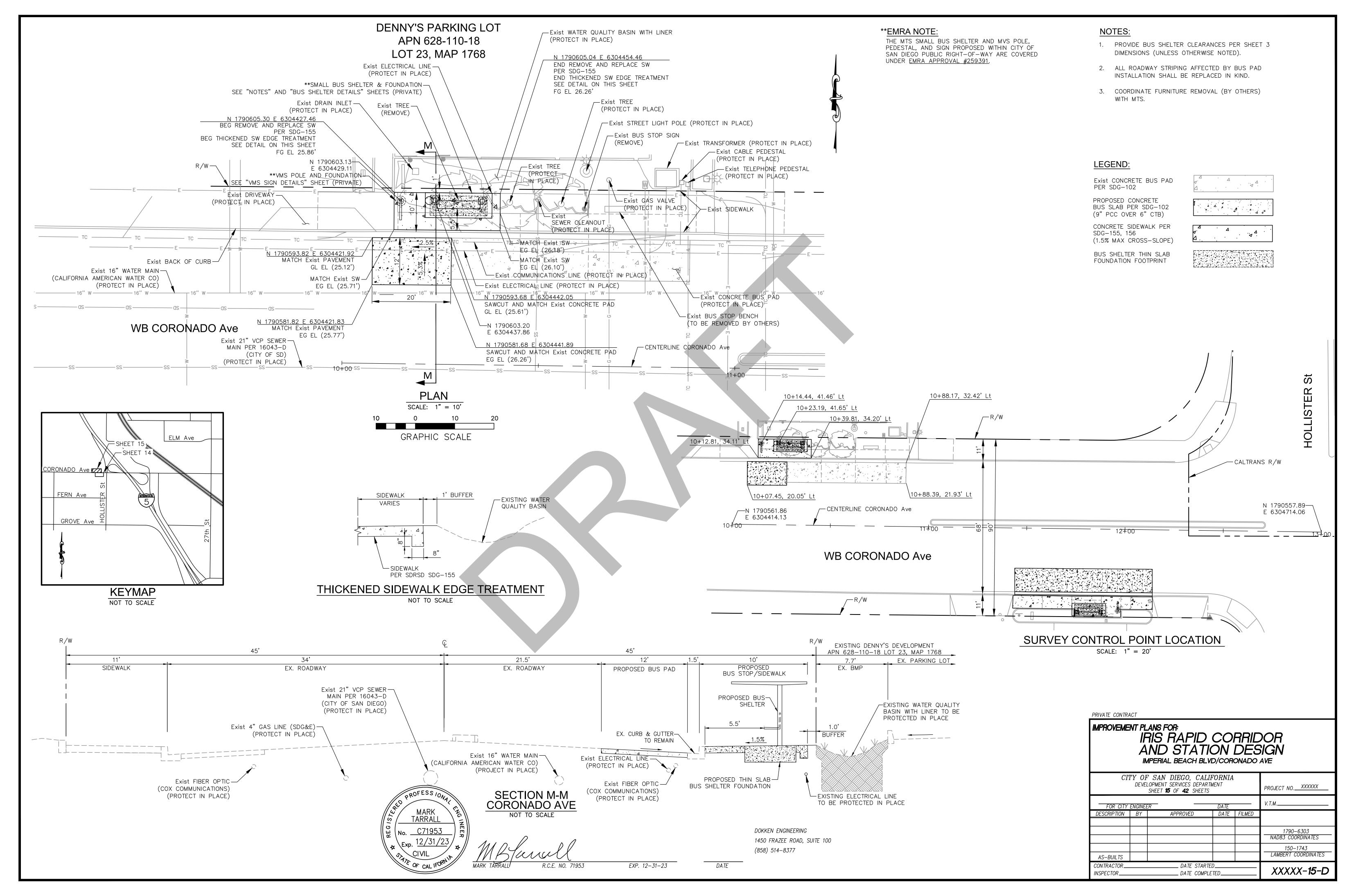


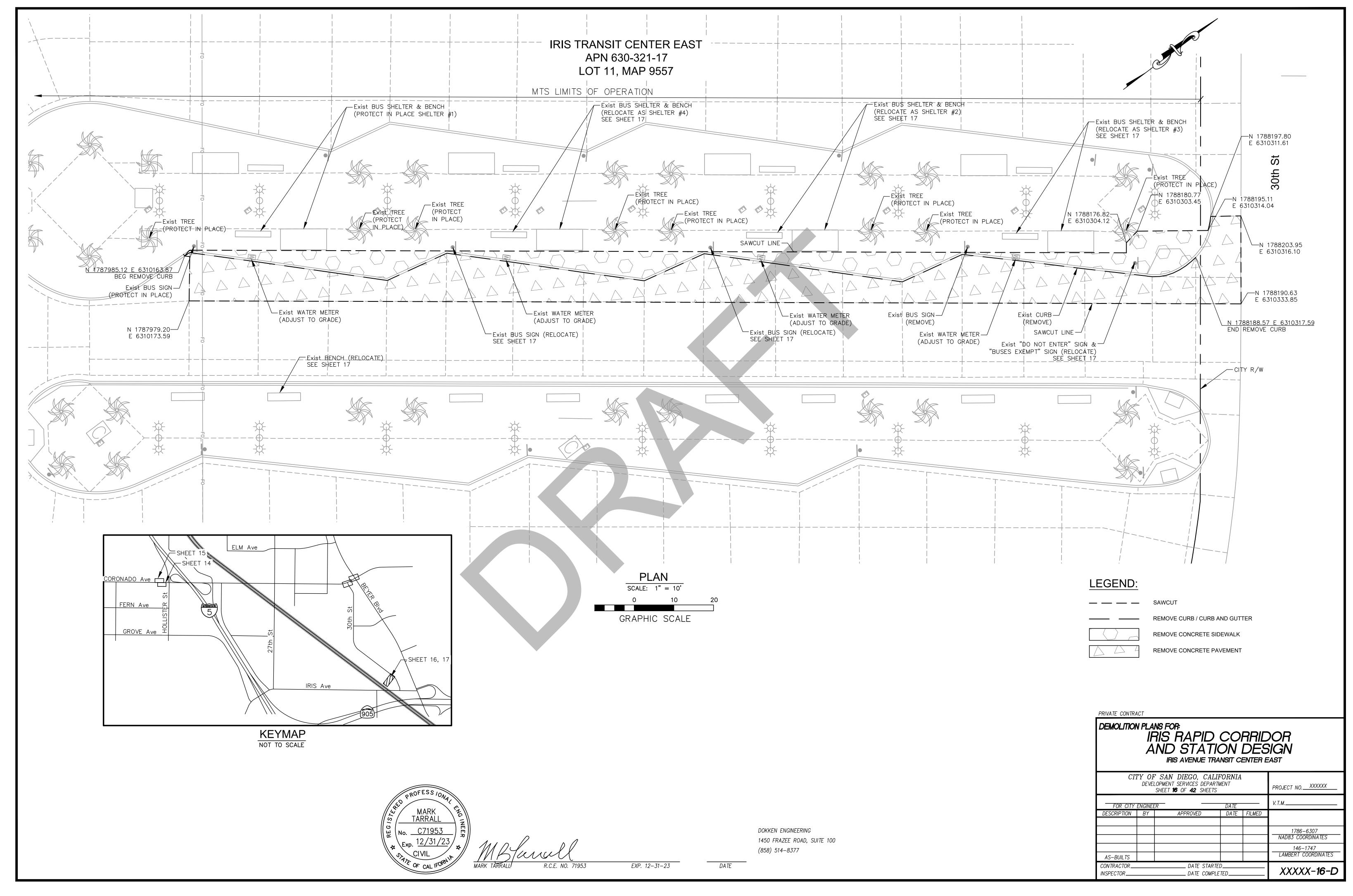


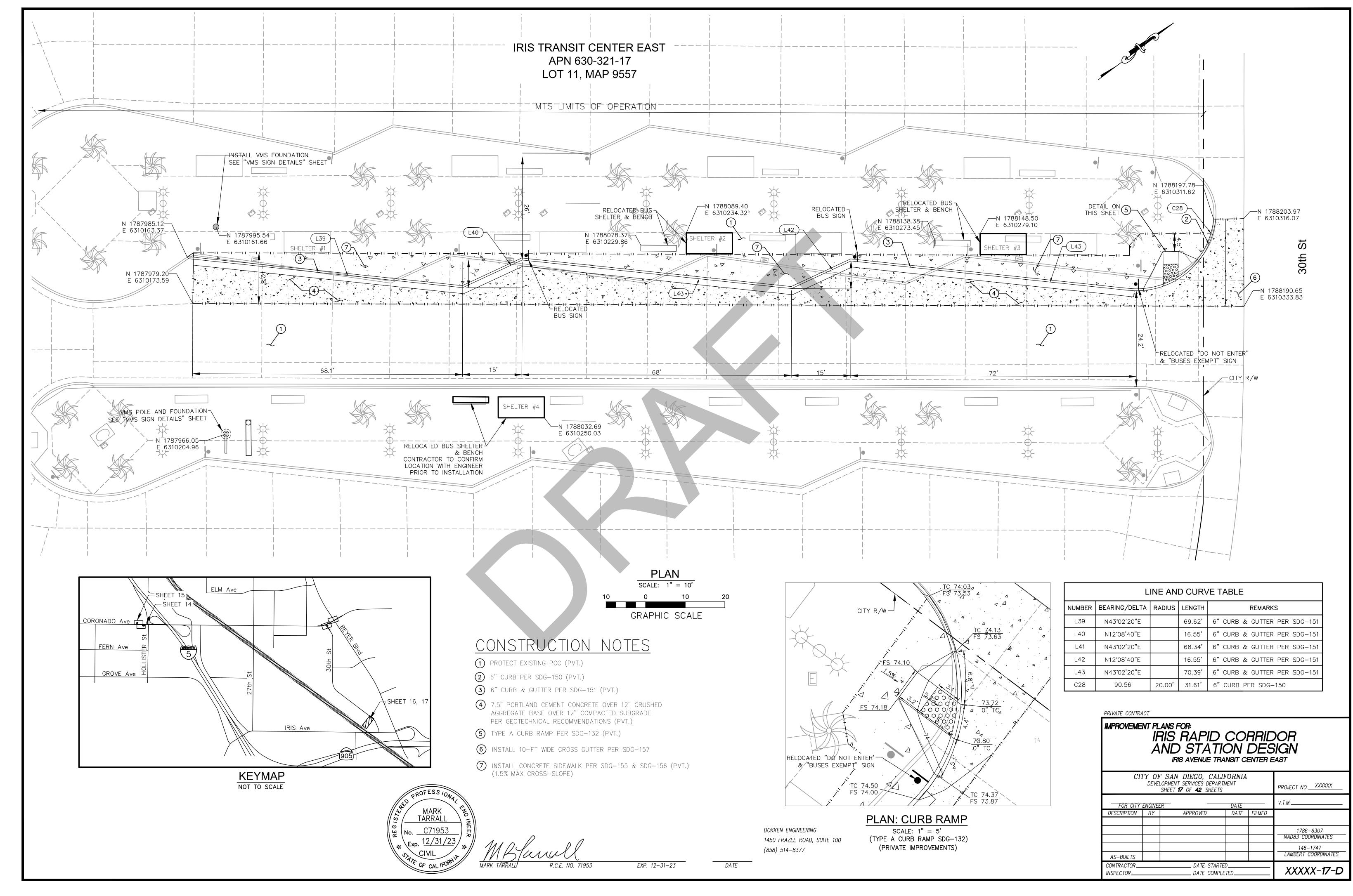


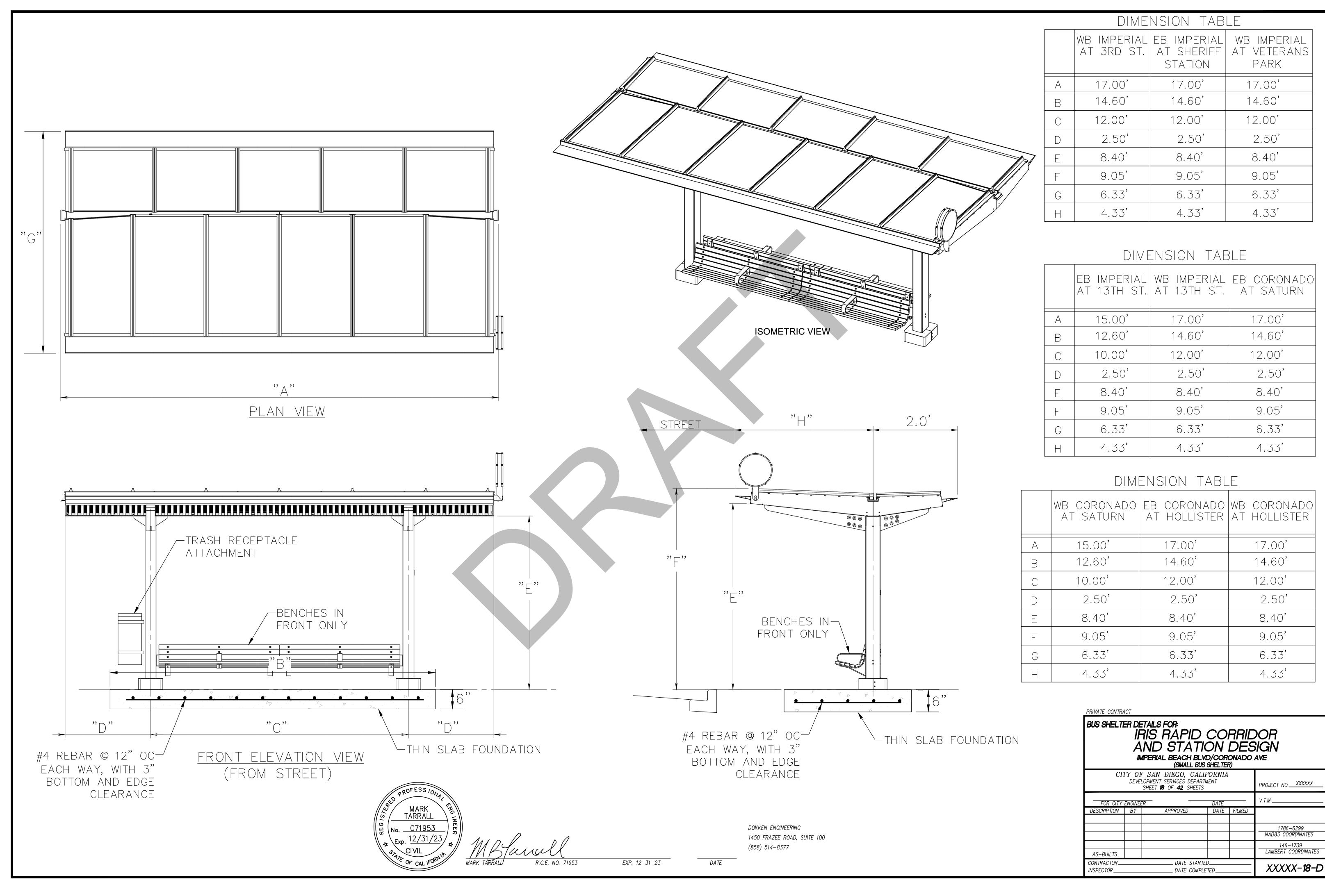


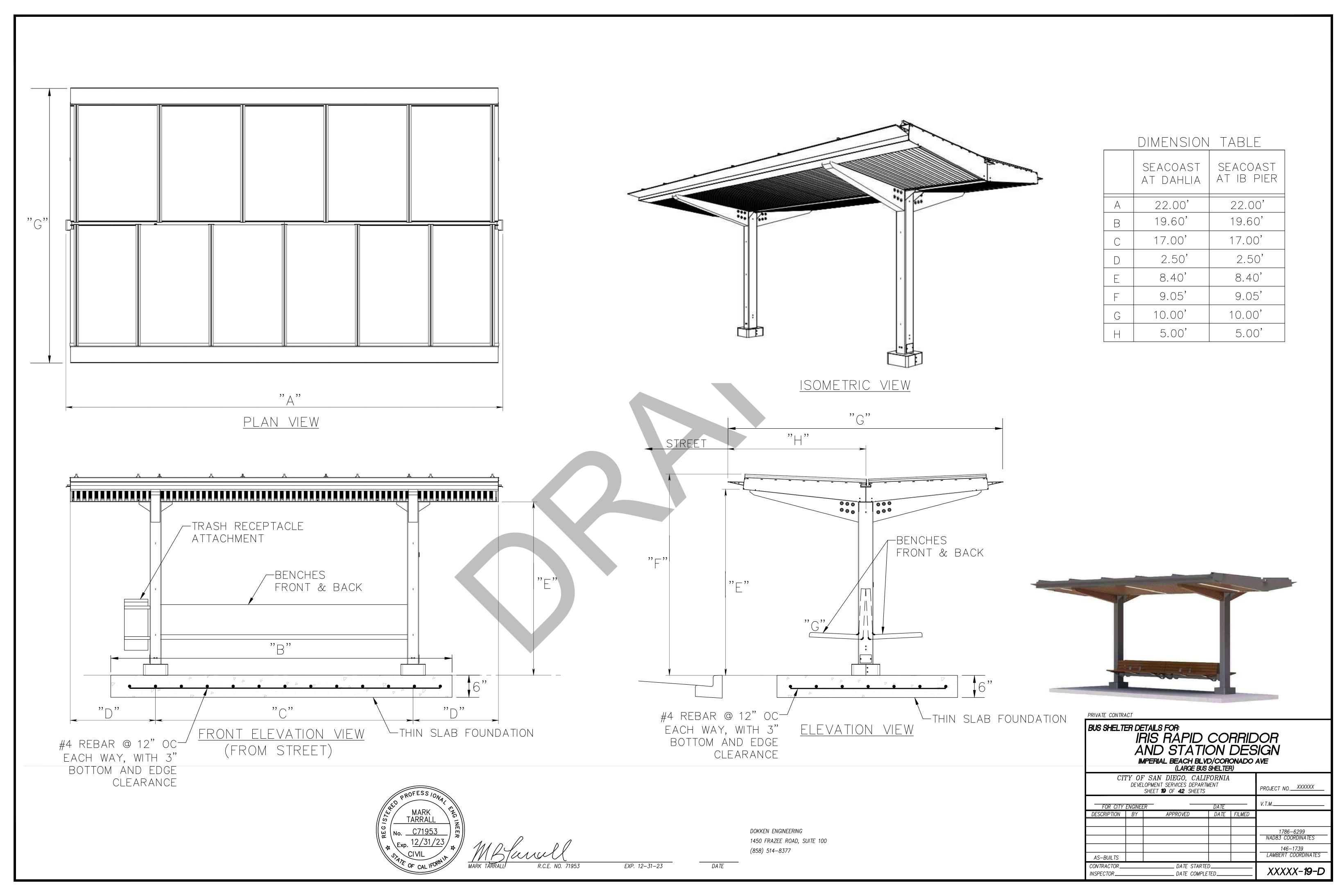


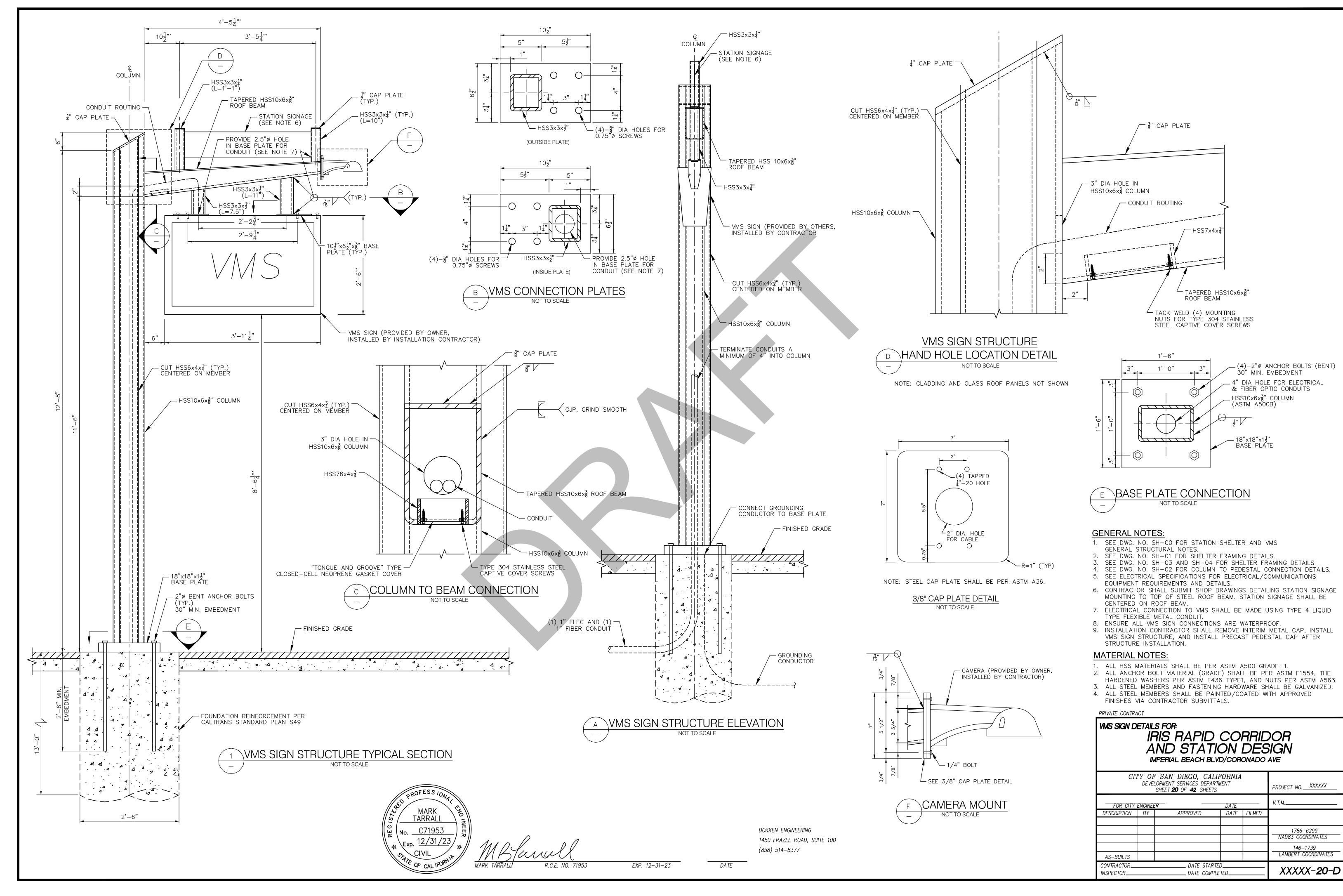












TRAFFIC SIGNAL GENERAL NOTES:

- 1. PULL BOXES SHALL BE NO. 6 AND CONDUIT 3"UNLESS NOTED OTHERWISE.
- 2. LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE AND VERIFY THE EXACT LOCATIONS AND CONDITIONS ON THE JOB SITE.
- 3. THE TRAFFIC SIGNAL CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PLAN PERMIT FROM THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT PERMIT CENTER A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO START OF WORK.
- 4. ALL TRAFFIC SIGNAL POLE FOUNDATIONS SHALL HAVE A 3"CONDUIT INSTALLED TO THE ADJACENT NO. 6 PULL BOX. THE CONTROLLER FOUNDATION SHALL HAVE A SPARE 3"CONDUIT INSTALLED TO THE ADJACENT NO. 6 PULL BOX FOR FUTURE USE AS SHOWN ON CONDUIT SCHEDULE. (NEEDS TO BE ADDED AS A NOTE AT THE BOTTOM OF THE CONDUIT SCHEDULE)
 - A. ALL CONDUIT CROSSINGS SHALL INCLUDE A MIMINUM OF TWO (2) 3" CONDUITS.
- 5. THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF LOOP DETECTORS, TRAFFIC STRIPING, PAVEMENT MARKINGS, PARKING REMOVAL AND TRAFFIC SIGNING (EXCEPT "G" SERIES STREET NAME SIGNS) AS SHOWN ON THESE PLANS.
 - A. THE TRAFFIC SIGNAL CONTRACTOR SHALL OBTAIN THE APPROVAL OF CITY RESIDENT TRAFFIC ENGINEER (ETS DIVISION) OF THE LOOP LOCATIONS PRIOR TO CUTTING, AS WELL AS, PRIOR TO ANY INSTALLATION AND/OR REMOVAL OF STRIPING, PAVEMENT MARKING, PARKING REMOVAL AND SIGN LOCATIONS.
- B. THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL UNNECESSARY AND CONFLICTING STRIPING AND PAVEMENT MARKINGS.
- C. THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL PAVEMENT MARK-OUTS.
- 6. THE TRAFFIC SIGNAL CONTRACTOR SHALL NOT ERECT ANY SIGNAL STANDARDS MORE THAN THREE (3) WEEKS PRIOR TO SCHEDULED TRAFFIC SIGNAL TURN-ON.
- 7. CONTRACTOR SHALL PROVIDE ALL CABLING AND CONDUCTORS NECESSARY TO PERFORM ALL FUNCTIONS SHOWN ON THESE PLANS.
- 8. ALL POLES, CONDUIT, PULL BOXES, STRIPING AND LOOP DETECTOR LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE DETERMINED BY FIELD CONDITIONS AT THE TIME ON CONSTRUCTION AND AS DIRECTED BY THE CITY OF SAN DIEGO.
- 9. ROUTING AND LOCATIONS OF UNDERGROUND ELECTRICAL SYSTEM IS DIAGRAMMATIC AND SUBJECT TO APPROVAL OF THE CITY ELECTRICAL ENGINEER. UNDERGROUND ELECTRICAL LINES AND SUBSURFACE STRUCTURES MAY BE RELOCATED IF NECESSARY TO CLEAR OTHER EXISTING UNDERGROUND FACILITIES.
- 10. ALL TREES AND SHRUBS SHALL BE TRIMMED OR REMOVED AS DETERMINED BY THE CITY RESIDENT ENGINEER AS REQUIRED TO MAINTAIN SIGNAL HEAD VISIBILITY AND SIGHT DISTANCE.
- 11. ALL VEHICLE HEADS SHALL BE 12"L.E.D WITH AN INCANDESCENT LOOK AND BACKPLATES.
- 12. ALL VEHICLE DETECTOR LOOPS SHALL BE TYPE "E" AS SHOWN ON THIS PLAN.
 - A. DETECTOR LOOPS SHALL BE 6' DIAMETER WITH 10' SPACING AND POSITIONED IN CENTER OF LANE UNLESS OTHERWISE SHOWN.
 - B. FRONT DETECTOR LOOPS SHALL BE TYPE "E" MODIFIED LOOPS PER SDE- 104.
- C. ALL LOOP LAYOUTS SHALL INCLUDE LAYOUT OF HOMERUN LINES, WHICH MUST BE APPROVED PRIOR TO INSTALLATION
- D. BICYCLE DETECTOR LOOPS SHALL BE TYPE Q.
- 13. PEDESTRIAN SIGNAL INDICATIONS AND PUSH BUTTONS SHALL BE INTERNATIONAL SYMBOLS. PEDESTRIAN SIGNAL INDICATIONS SHALL BE 16"X 18"L.E.D COUNTDOWN TIMER WITH AN INCANDESCENT LOOK. PEDESTRIAN PUSH BUTTONS SHALL BE 2"PER ADA REQUIREMENTS.
- 14. ALL CROSSWALKS SHALL BE CONTINENTAL TYPE PER SDM-116.
- 15. PEDESTRIAN PUSH BUTTON HOUSING COLOR SHALL MATCH COLOR NO. 33538 OF FED-STD-595 WHEN PEDESTRIAN PUSH BUTTONS ARE PLACED ON A TRAFFIC SIGNAL POLE.

STRIPING AND SIGNING GENERAL NOTES:

- 1. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 2. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:

DESCRIPTION	<u>EDITION</u>	DOCUMENT NO.
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION	2018	PWPI010119-01
CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION	2018	PWPI010119-03
CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (REVISION 3), 2014 EDITION	2018	PWPI030119-07

- 3. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
- 4. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SANDBLASTING AND/OR GRINDING WITH THE SEAL. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- 5. SIGN POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER CITY OF SAN DIEGO STANDARD DRAWING SDM-104.
- 6. ALL RAISED MEDIAN NOSES SHALL BE PAINTED YELLOW.
- 7. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
- 8. MARKED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET UNLESS INDICATED OTHERWISE.
- 9. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE THERMOPLASTIC.
- 10. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4742 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.

OSTDIEK

C65334

LEGEND:

- AB ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS
- BC REPLACE PULL BOX IN EXISTING CONDUIT RUN WITH A #6 PULL BOX
- (CB) INSTALL CONDUIT INTO EXISTING PULL BOX.
- CC CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED
- RC EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR
- RS REMOVE AND SALVAGE EQUIPMENT
- RL RELOCATE EQUIPMENT
- SC SPLICE NEW TO EXISTING CONDUCTORS

BUS STOP AND TRANSIT CENTER GENERAL NOTES:

- 1. ALL PULL BOXES SHALL BE No. 6 UNLESS OTHERWISE NOTED
- 2. CONDUIT TRENCHING SHALL BE PER SDRSD G-24A, TRENCH RESURFACING ASPHALT CONCRETE STREETS.
- 3. INSTALL CONDUIT BY HORIZONTAL DIRECTIONAL DRILLING WHERE INDICATED.

BUS STOP AND TRANSIT CENTER SYMBOLS:

ELECTRICAL CONDUIT COMMUNICATION CONDUIT

EXISTING PULL BOX, E=ELECTRICAL, C=COMMUNICATION

PROPOSED No.6 PULL BOX, E=ELECTRICAL, C=COMMUNICATION EXISTING SERVICE EQUIPMENT ENCLOSURE

PROPOSED SERVICE EQUIPMENT ENCLOSURE

EXISTING COMMUNICATION EQUIPMENT ENCLOSURE

EXISTING BUS PLATFORM LIGHT





PROPOSED BUS PLATFORM LIGHT

PROPOSED PIER PLAZA LIGHT

EXISTING PIER PLAZA LIGHT

PROPOSED VARIABLE MESSAGE SIGN

\ /| EXISTING SPLICE VAULT

ABBREVIATIONS:

SMFO 24 STRAND SINGLE MODE FIBER OPTIC CABLE

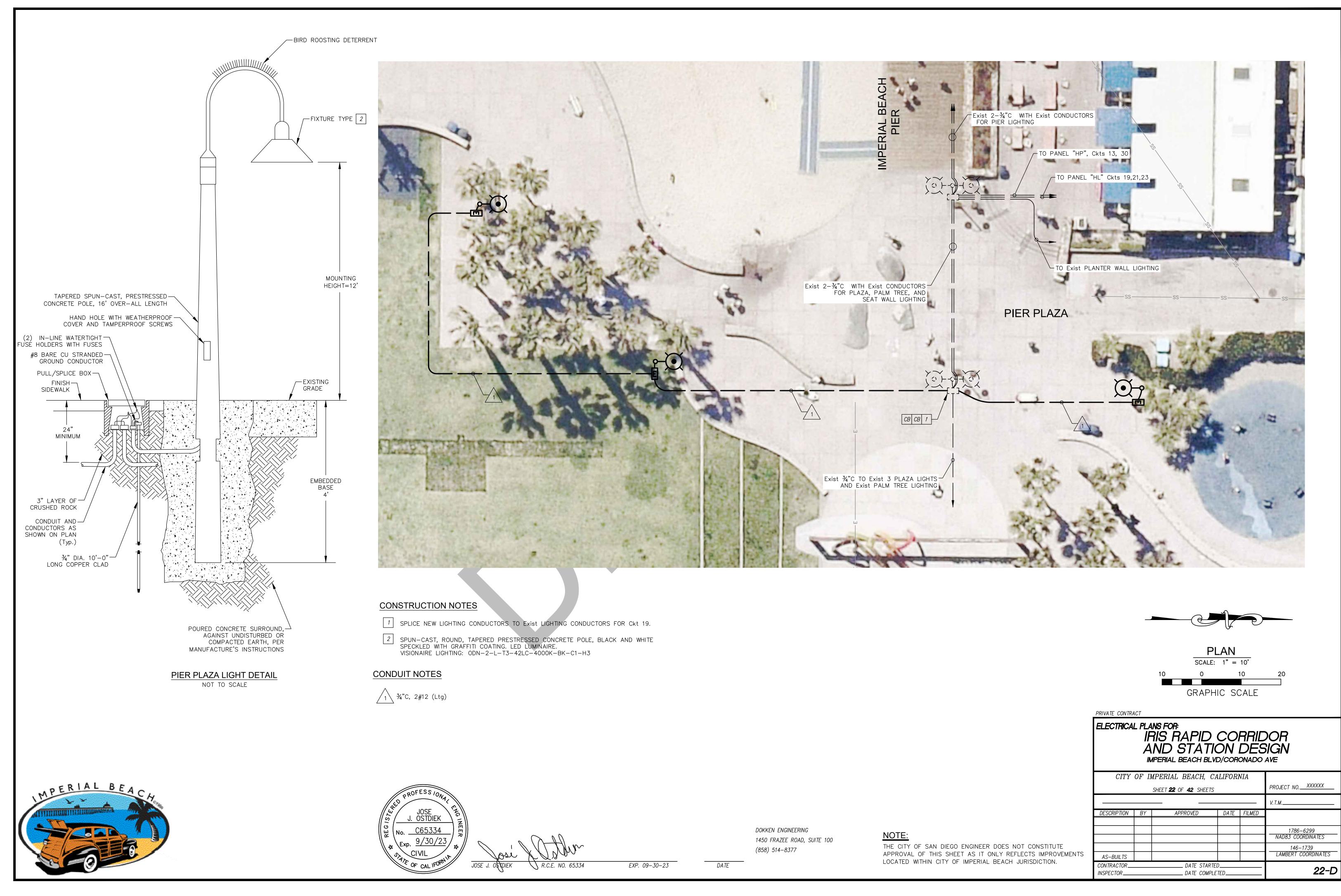
PRIVATE CONTRACT

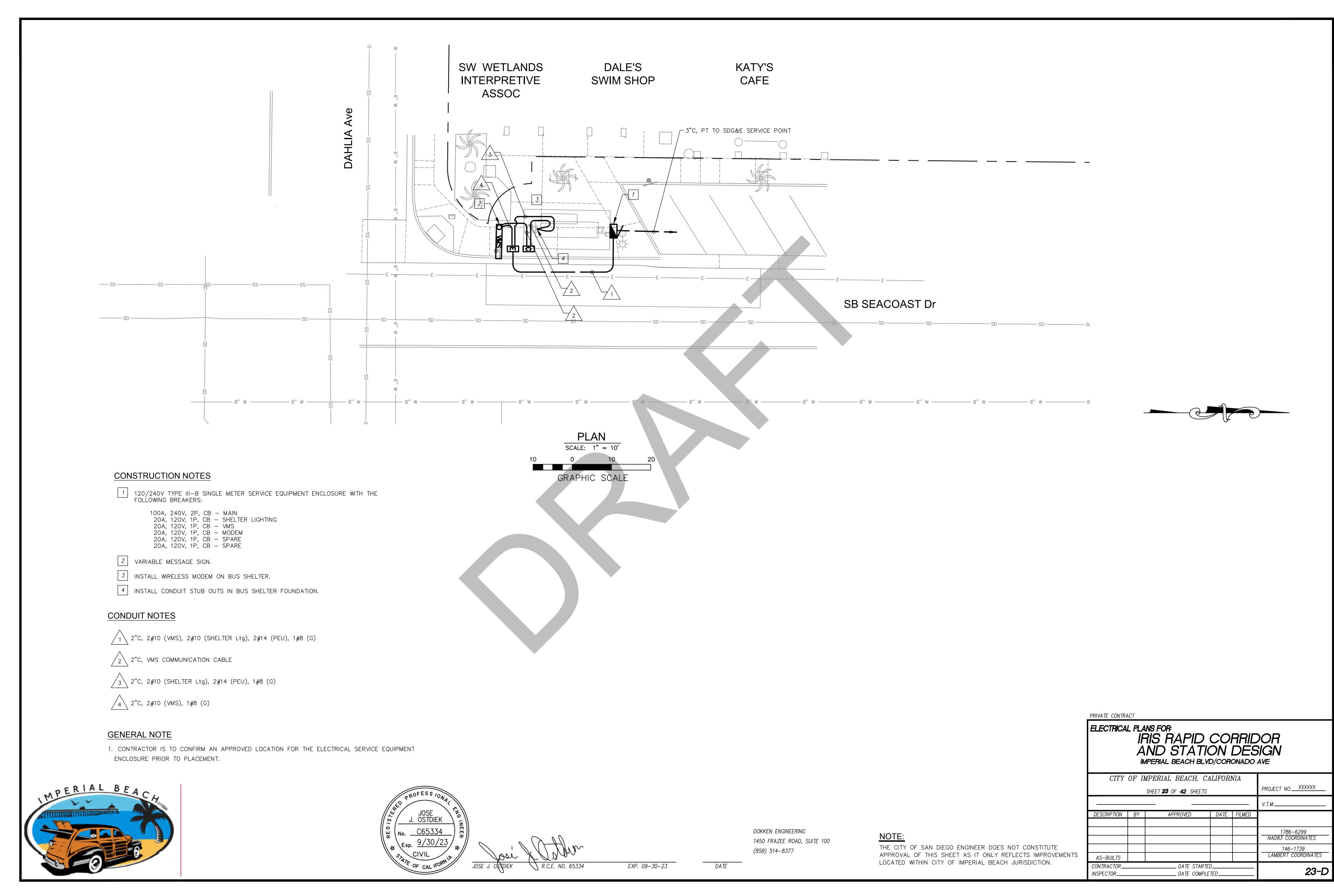
ELECTRICAL NOTES FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE

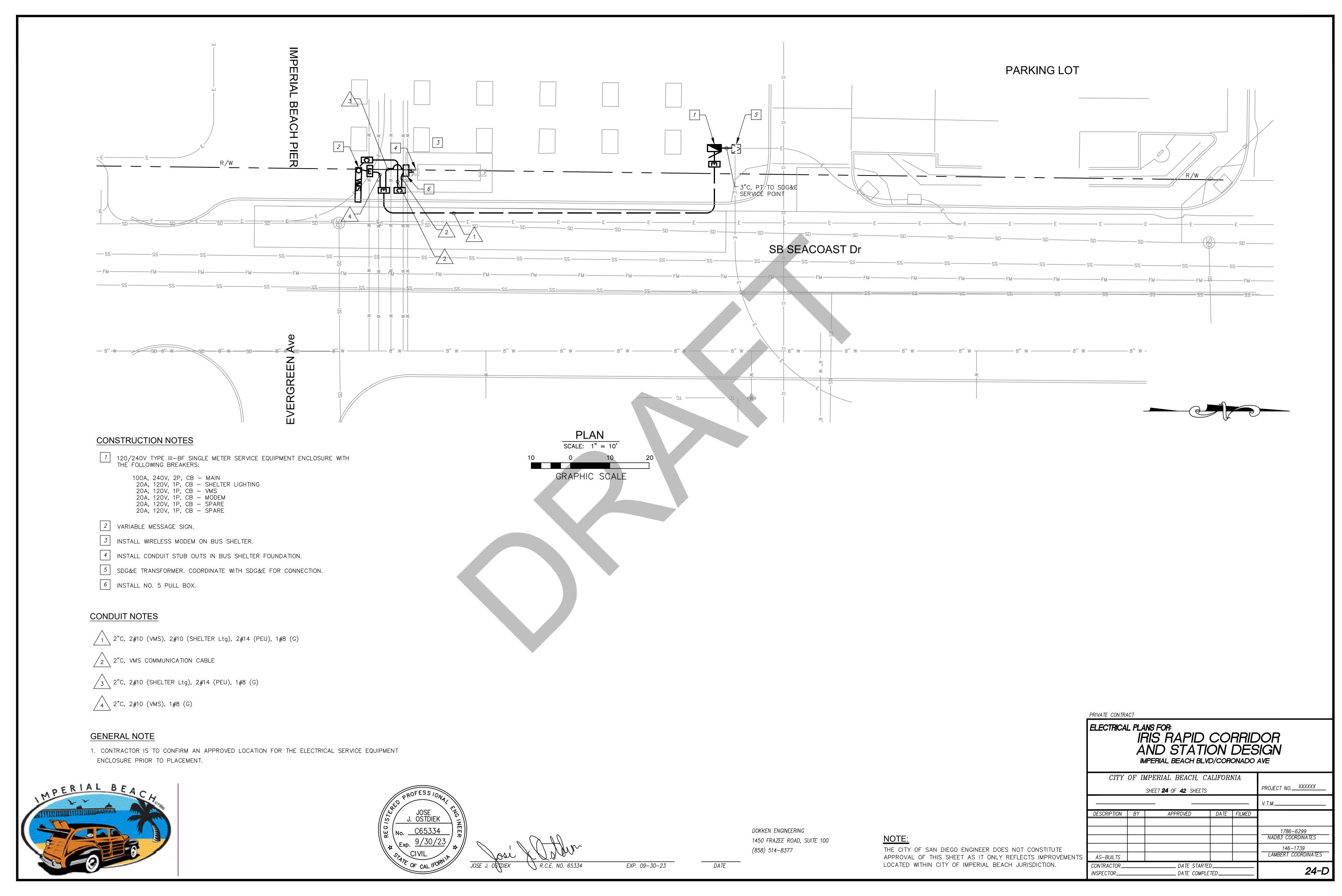
AS-BUILTS CONTRACTOR INSPECTOR		DATE STARTE DATE COMPLI		<u> </u>	XXXXX-21-D
AC DUILTO					146-1739 LAMBERT COORDINATES
					1786–6299 NAD83 COORDINATES
DESCRIPTION	BY	<u>APPROVED</u>	DATE	FILMED	
FOR CITY			DATE		V. T.M
CIT	PROJECT NO. XXXXXX				

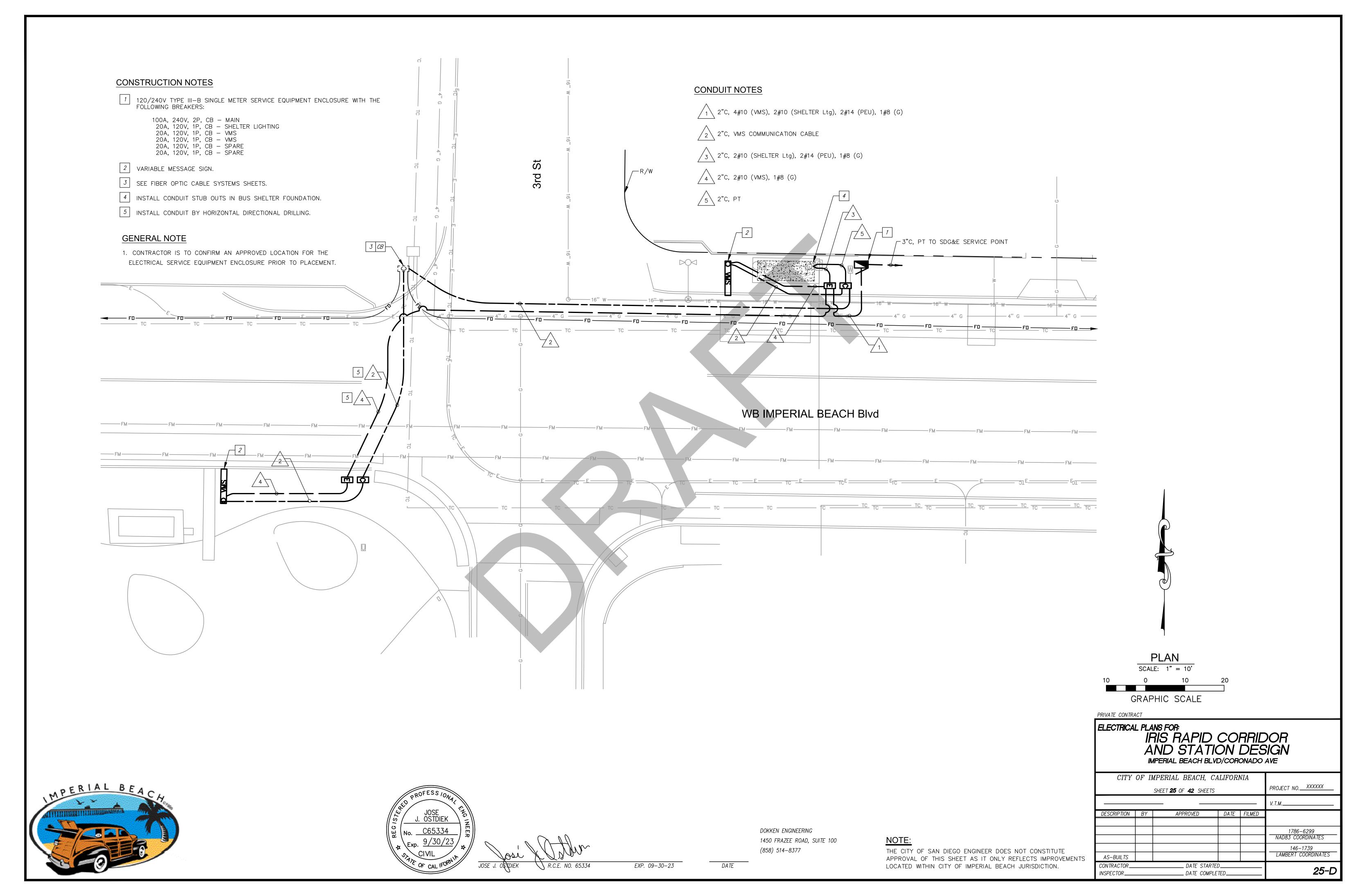
DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100 (858) 514–8377

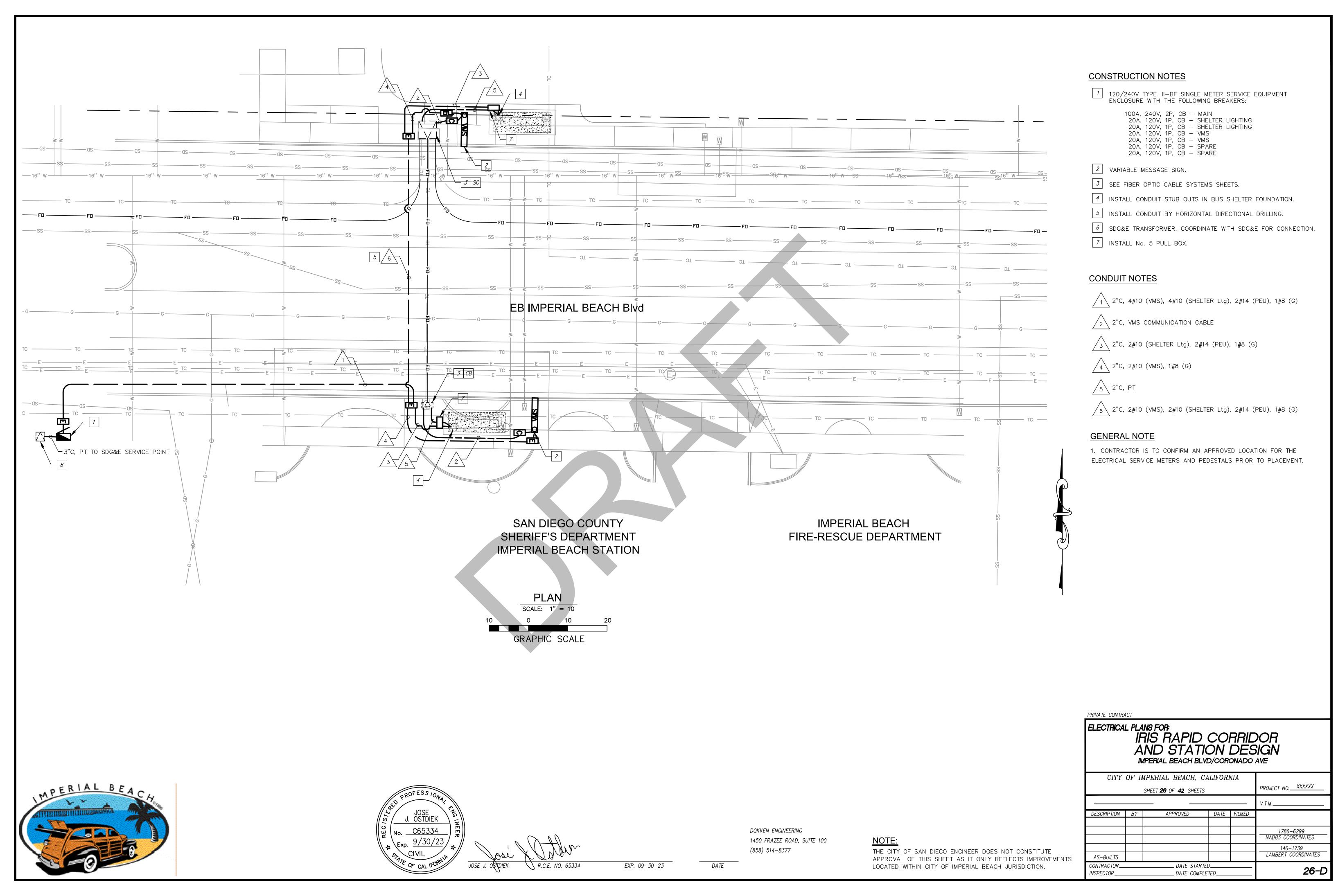
EXP. 09-30-23

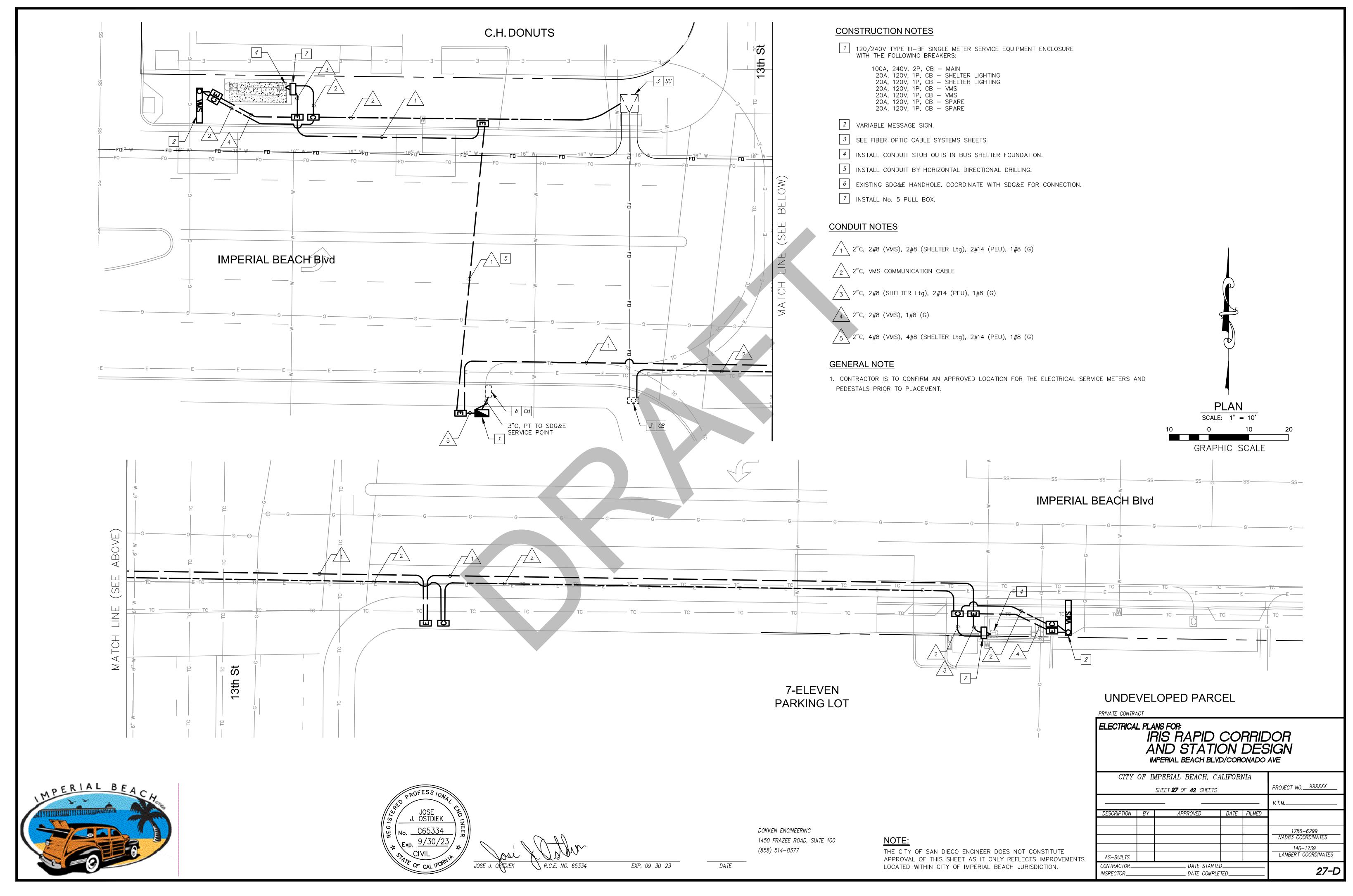


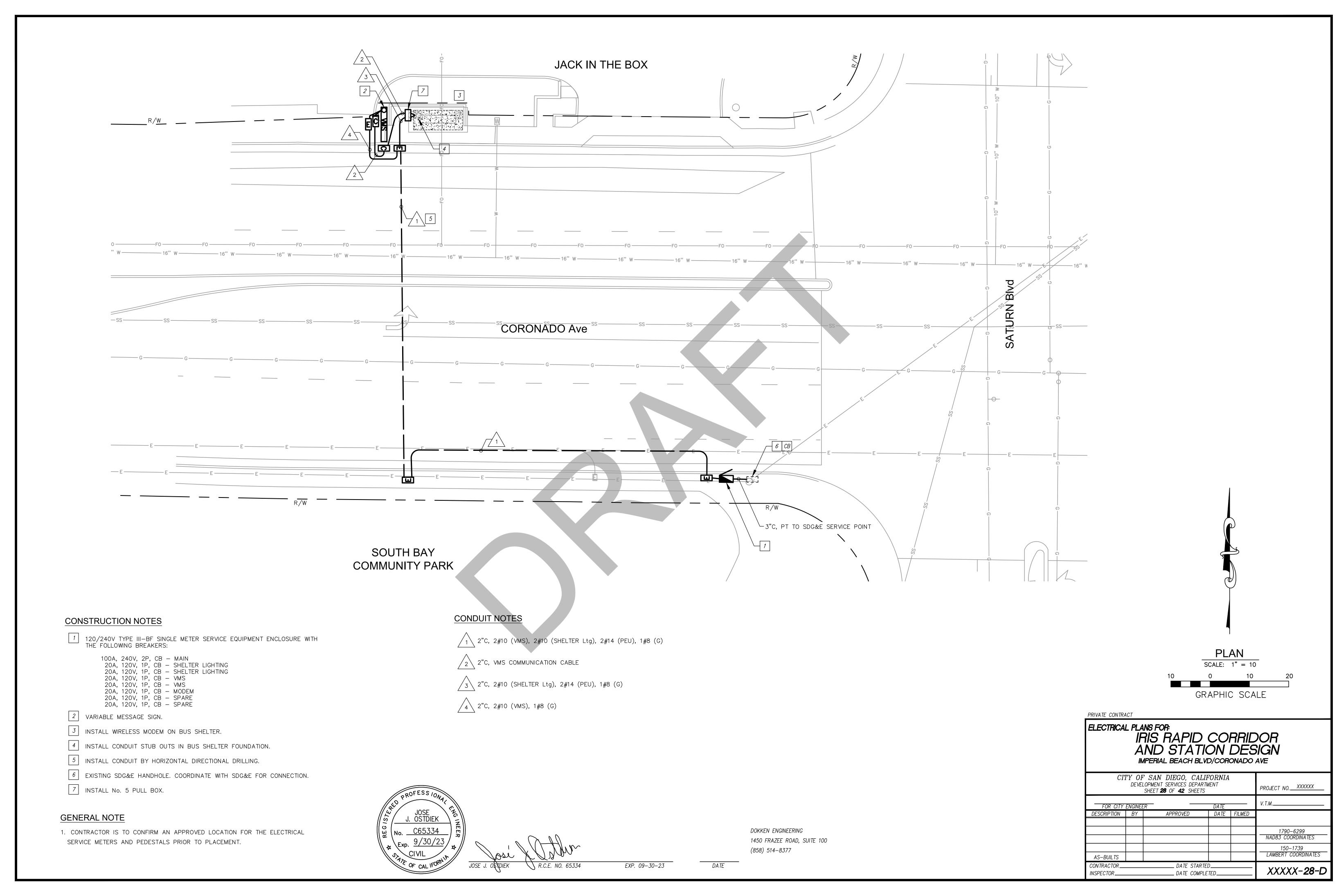


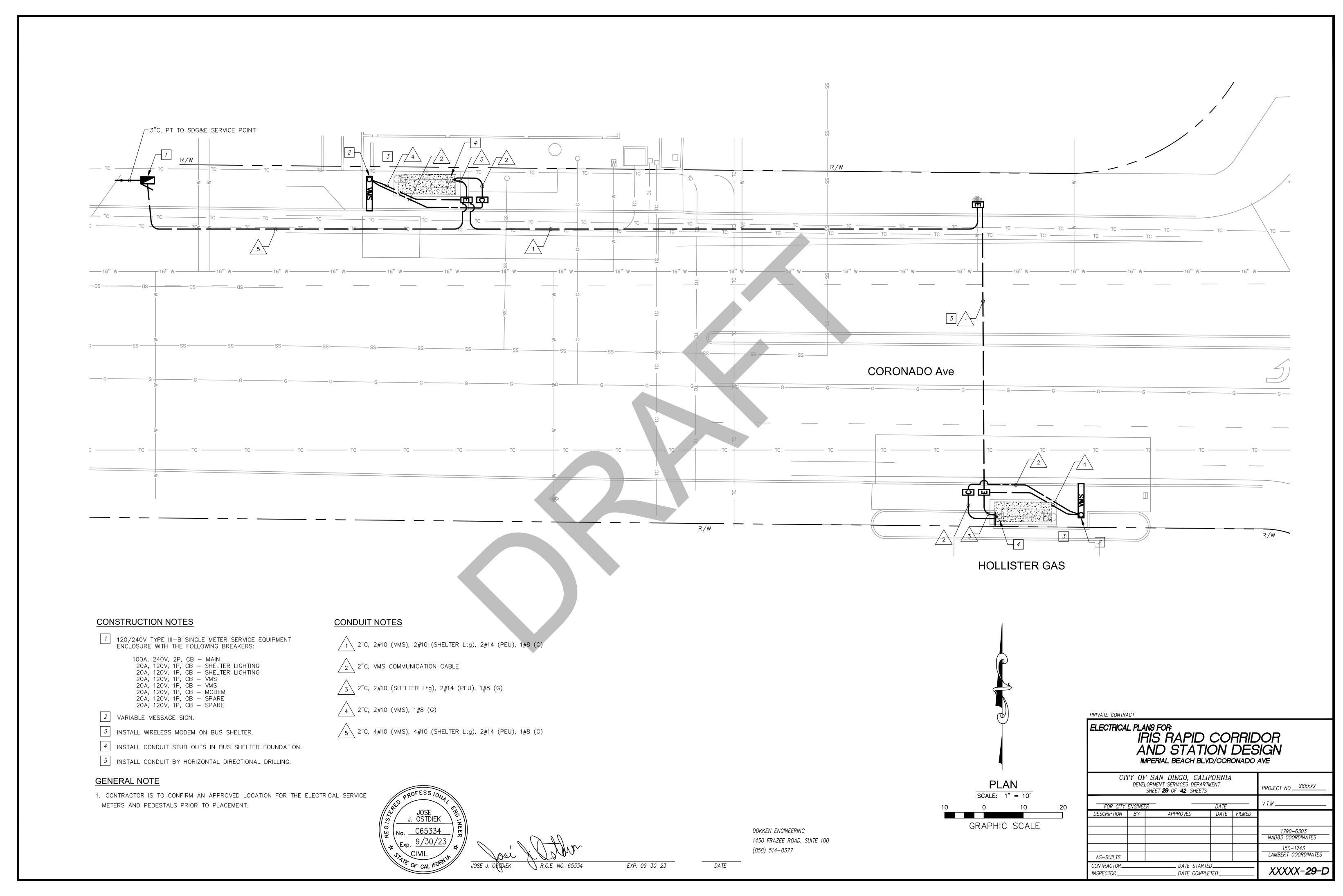


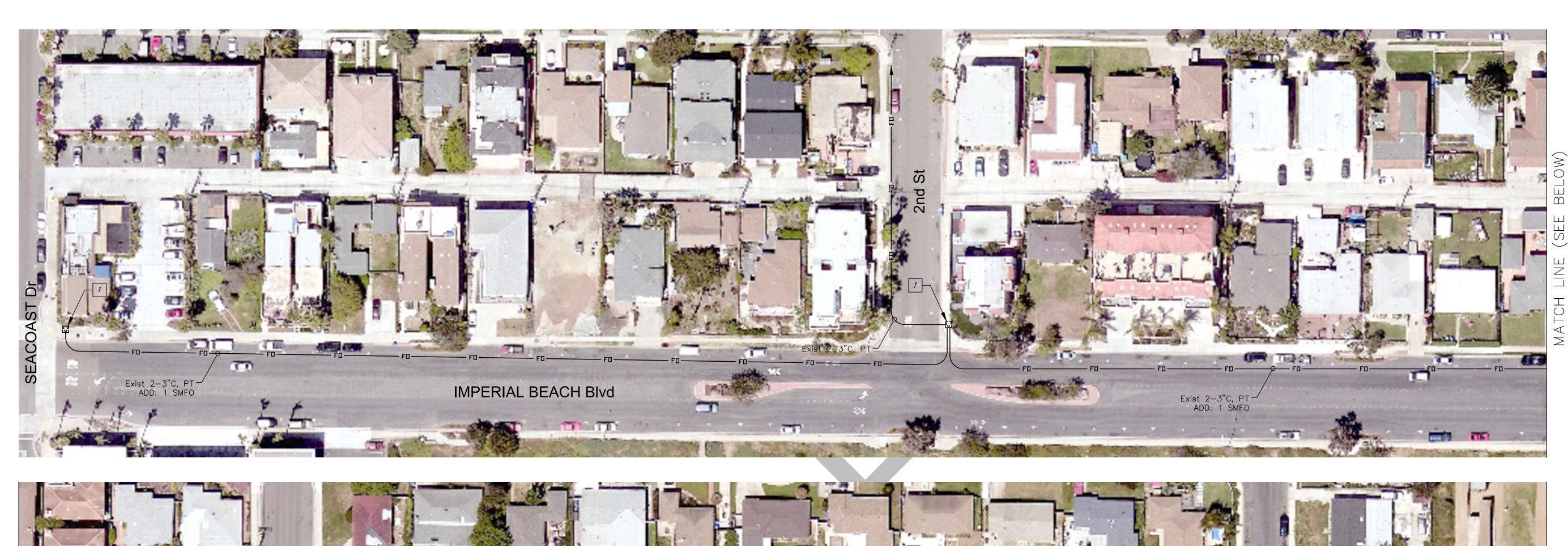










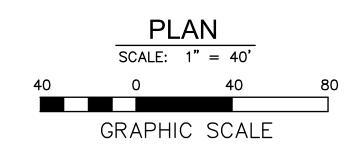


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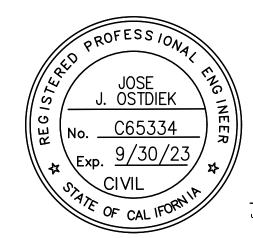
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CONSTRUCTION NOTES

1 EXISTING SPLICE VAULT TO REMAIN.







JOSE J. OSTOIEK R.C.E. NO. 6533

DOKKEN ENGINEERING
1450 FRAZEE ROAD, SL
(858) 514–8377

EXP. 09–30–23

DATE

1450 FRAZEE ROAD, SUITE 100 (858) 514-8377

NOTE:

THE CITY OF SAN DIEGO ENGINEER DOES NOT CONSTITUTE APPROVAL OF THIS SHEET AS IT ONLY REFLECTS IMPROVEMENTS LOCATED WITHIN CITY OF IMPERIAL BEACH JURISDICTION.

FIBER OPTIC CABLE SYSTEMS FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE CITY OF IMPERIAL BEACH, CALIFORNIA

PROJECT NO. XXXXXX	CITT OF IMPERIAL BEACH, CALIFORNIA SHEET 30 OF 42 SHEETS				
V. T.M					
	FILMED	DATE	APPROVED	BY	DESCRIPTION
1786–6299 NAD83 COORDINATES					
146–1739					
LAMBERT COORDINATES					AS-BUILTS
30-D			DATE STARTEI DATE COMPLE		CONTRACTOR INSPECTOR



DOKKEN ENGINEERING

(858) 514–8377

DATE

EXP. 09-30-23

1450 FRAZEE ROAD, SUITE 100

NOTE:

THE CITY OF SAN DIEGO ENGINEER DOES NOT CONSTITUTE

LOCATED WITHIN CITY OF IMPERIAL BEACH JURISDICTION.

APPROVAL OF THIS SHEET AS IT ONLY REFLECTS IMPROVEMENTS

AS-BUILTS

INSPECTOR____

____ DATE STARTED____ ___ DATE COMPLETED___

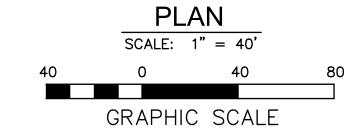
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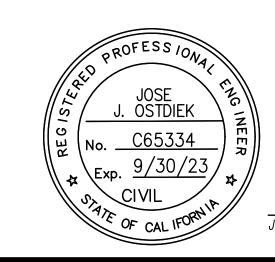
1786–6299 NAD83 COORDINATES

146-1739 LAMBERT COORDINATES









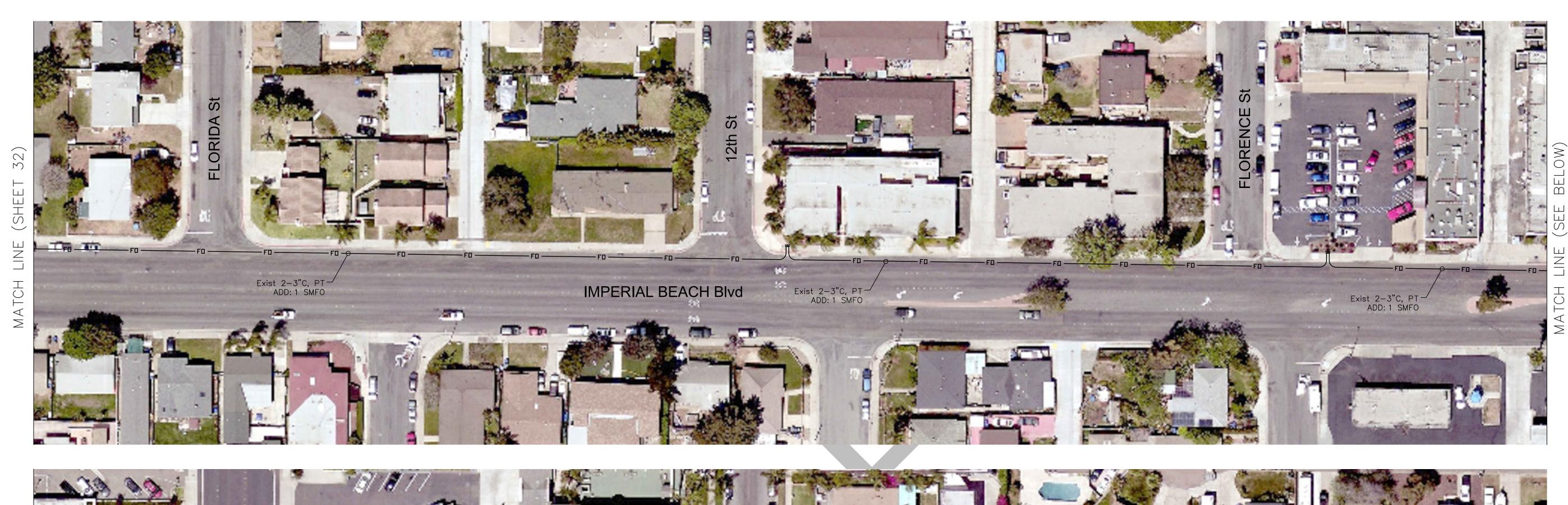
(858) 514–8377 DATE EXP. 09-30-23

DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100

NOTE: THE CITY OF SAN DIEGO ENGINEER DOES NOT CONSTITUTE APPROVAL OF THIS SHEET AS IT ONLY REFLECTS IMPROVEMENTS LOCATED WITHIN CITY OF IMPERIAL BEACH JURISDICTION.

FIBER OPTIC CABLE SYSTEMS FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE

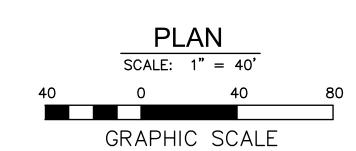
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PROJECT NO. XXXXXX			EET 32 OF 42 SHEETS	SH	
V. T.M					
	FILMED	DATE	APPROVED	BY	DESCRIPTION
1786-6299					
NAD83 COORDINATES					
146-1739					
LAMBERT COORDINATES					AS-BUILTS
00.0		D	DATE STARTE		CONTRACTOR
32-D		TED	DATE COMPLE		INSPECTOR





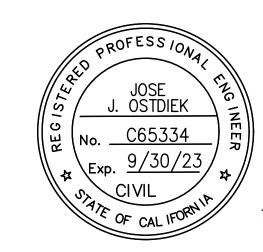
CONSTRUCTION NOTES

1 EXISTING SPLICE VAULT TO REMAIN.



EXP. 09-30-23





DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100 (858) 514–8377 DATE

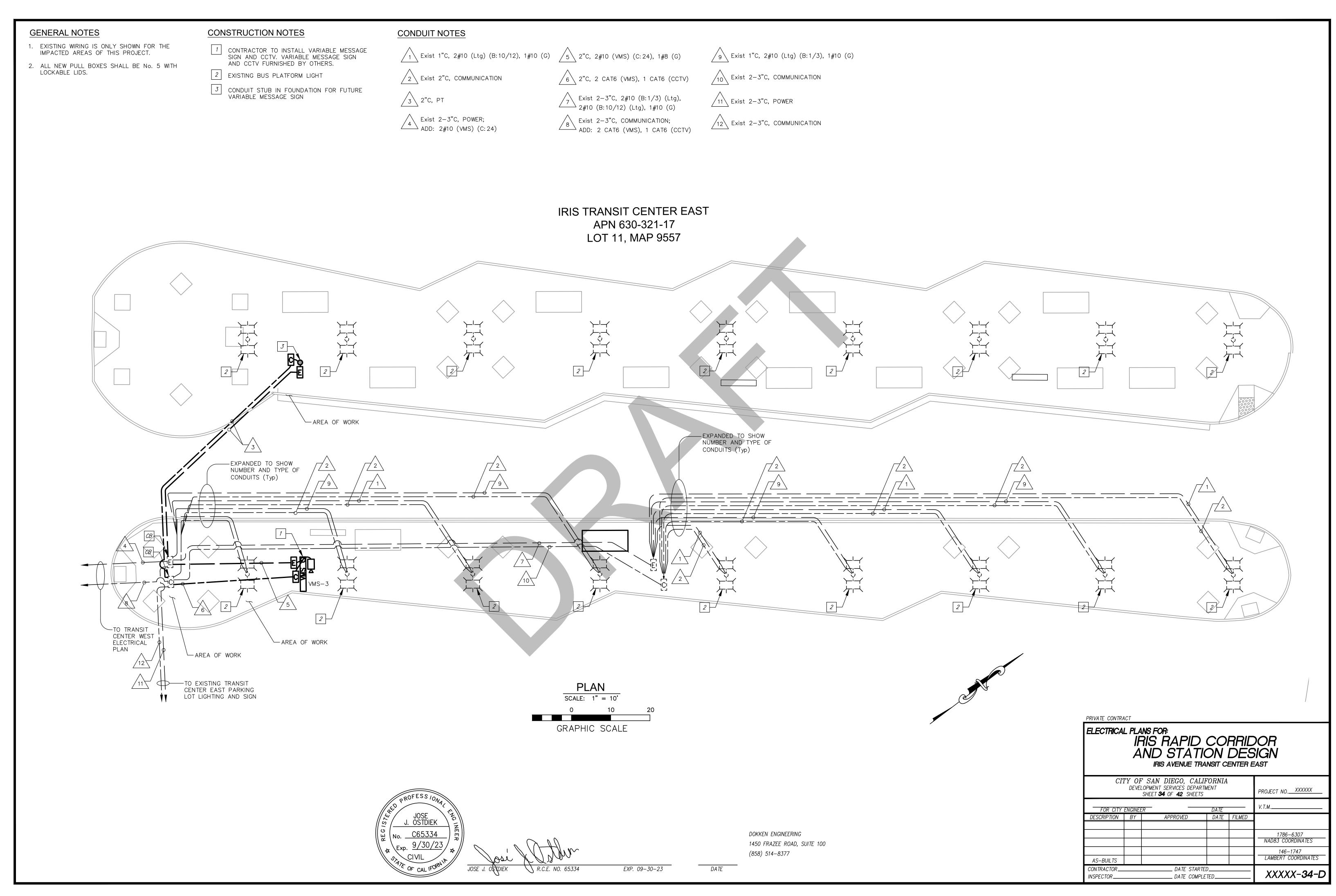
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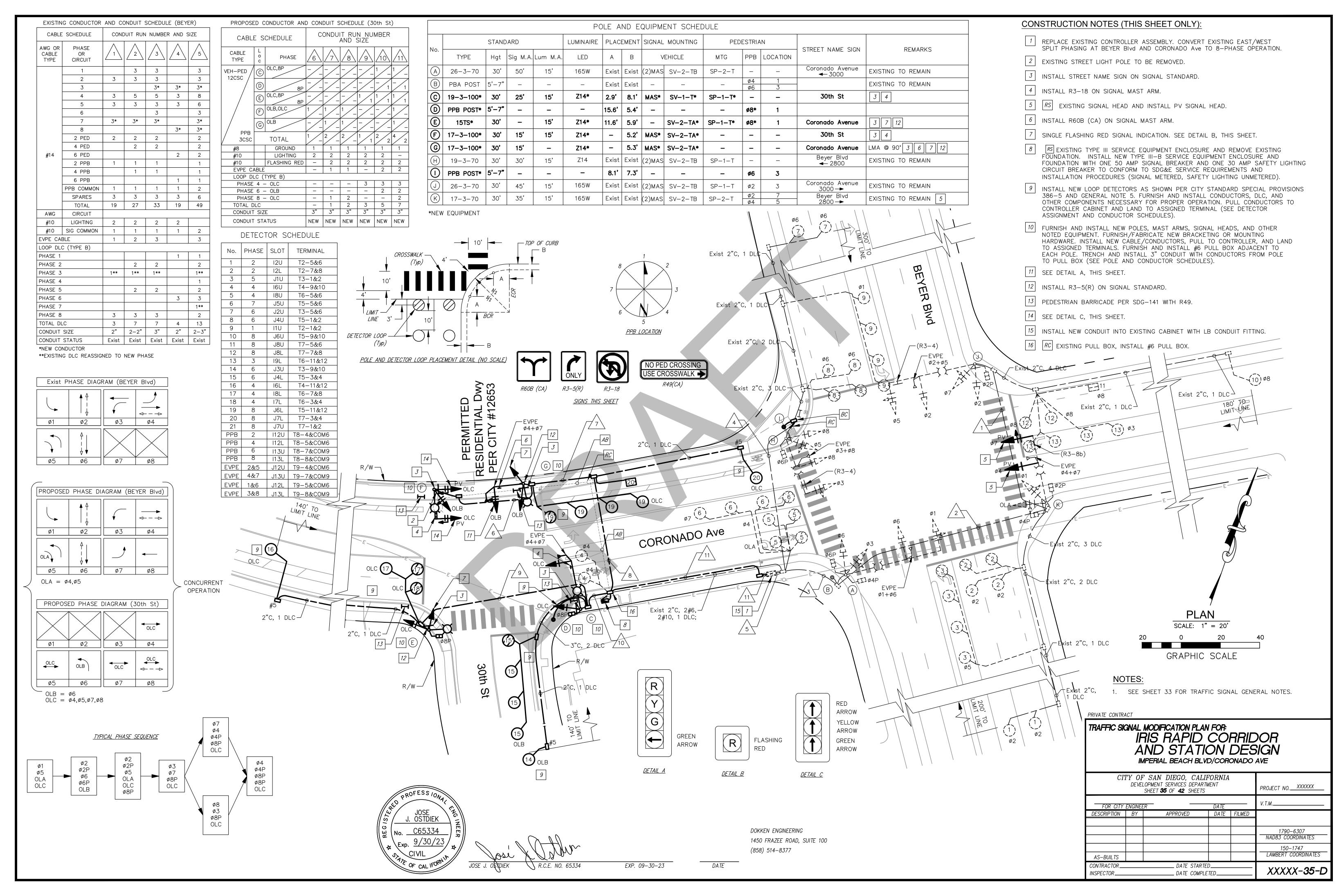
THE CITY OF SAN DIEGO ENGINEER DOES NOT CONSTITUTE APPROVAL OF THIS SHEET AS IT ONLY REFLECTS IMPROVEMENTS LOCATED WITHIN CITY OF IMPERIAL BEACH JURISDICTION.

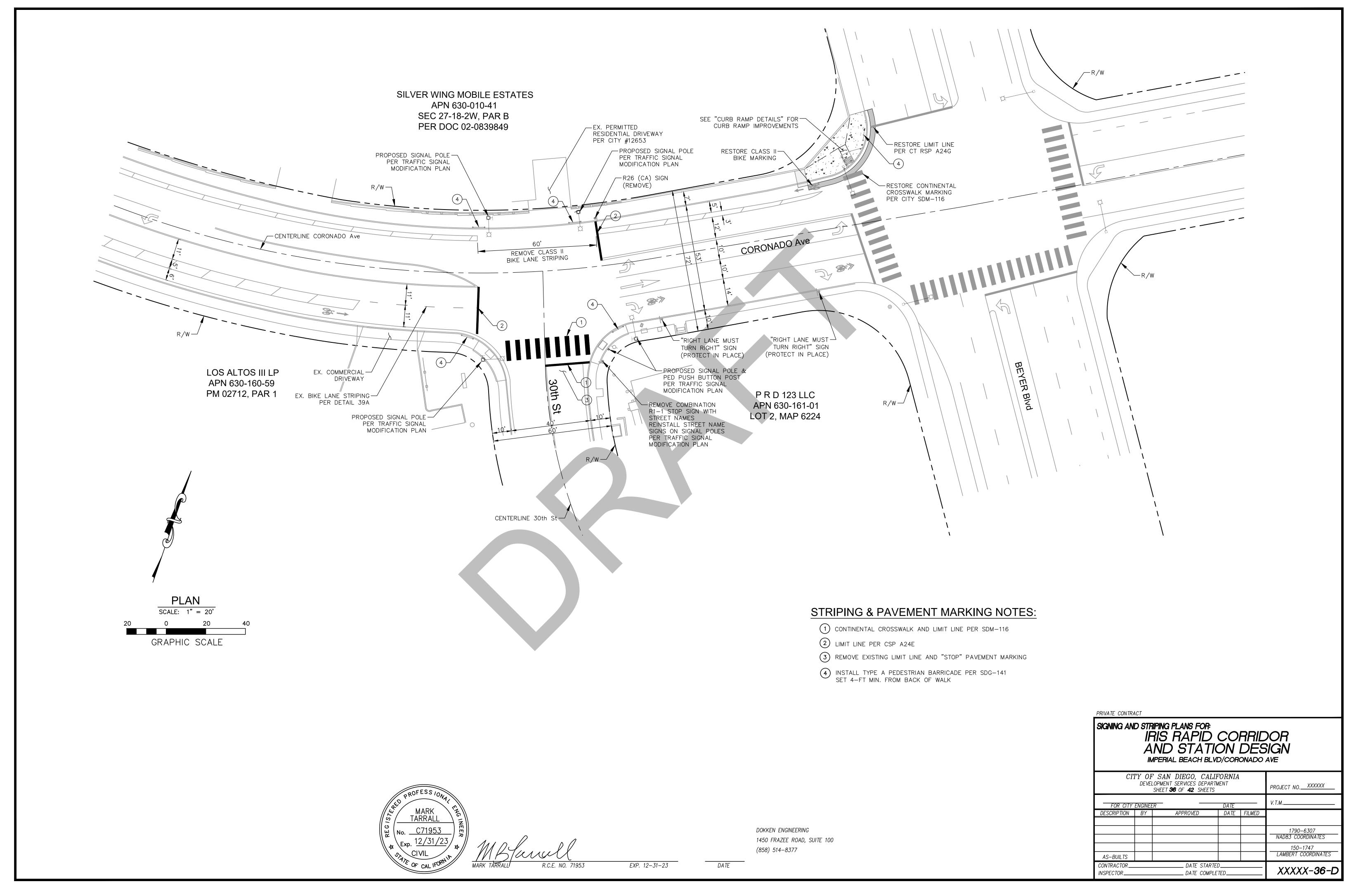
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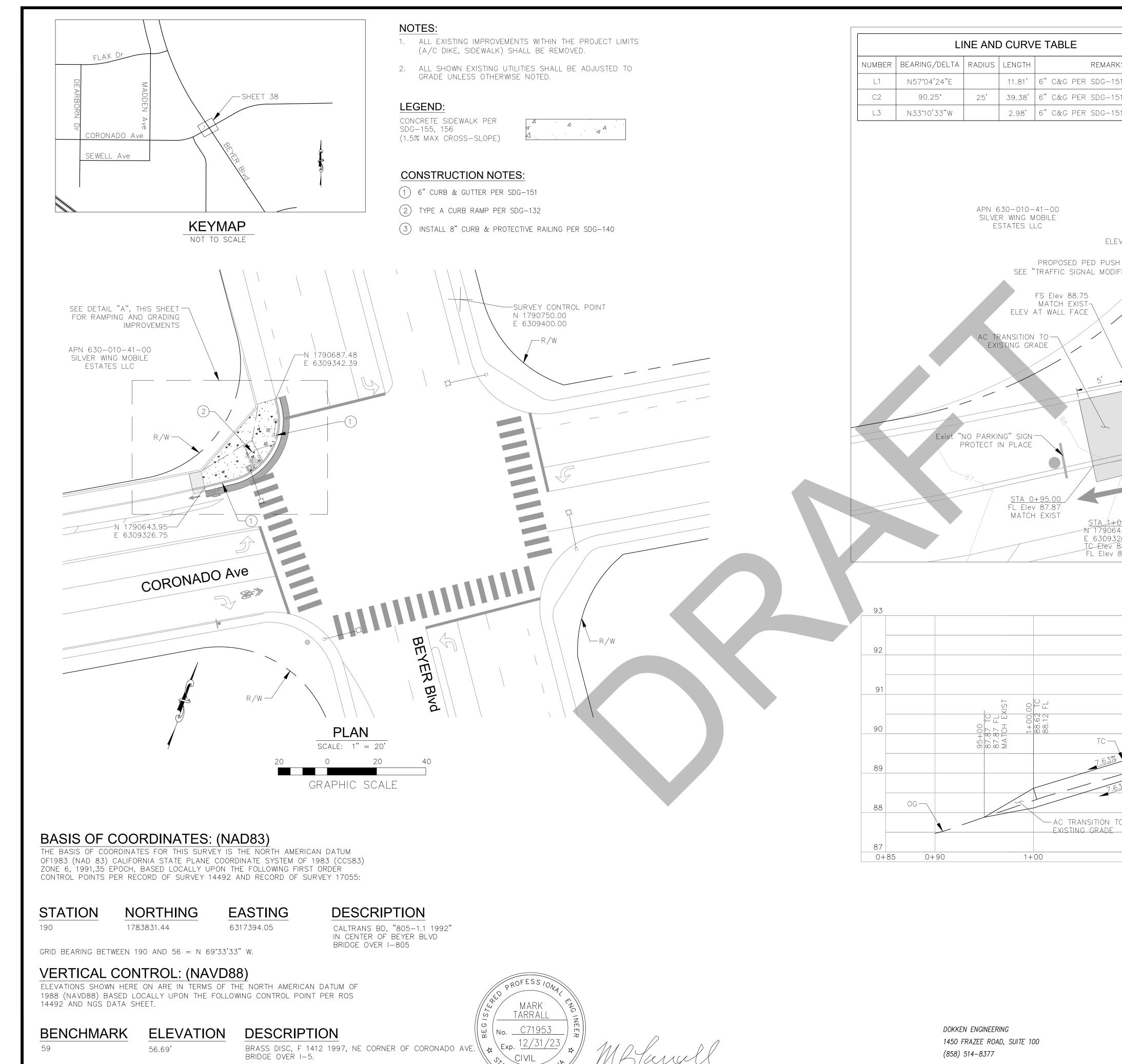
FIBER OPTIC CABLE SYSTEMS FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE

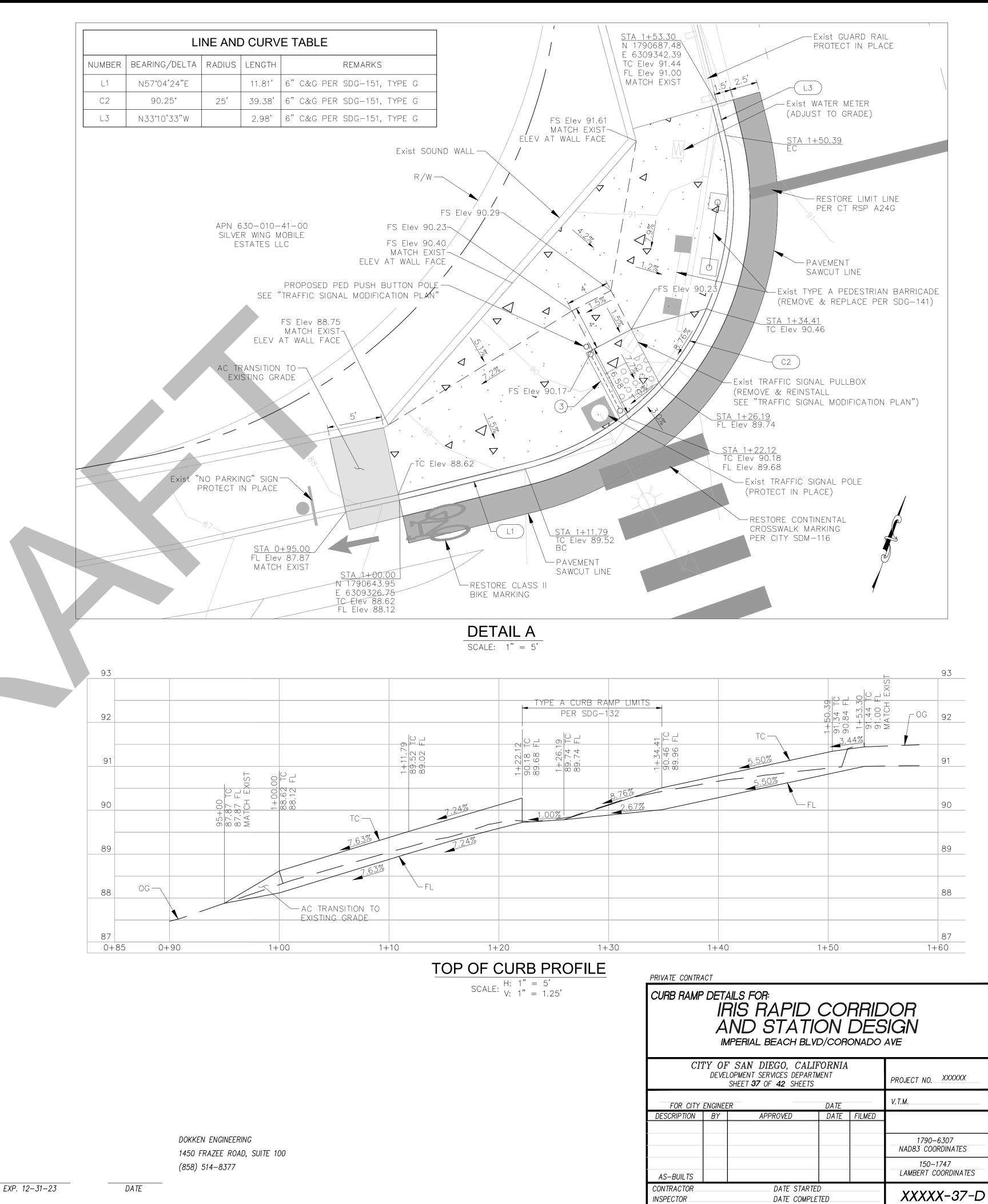
PROJECT NO. XXXXXX	CITY OF IMPERIAL BEACH, CALIFORNIA SHEET 33 OF 42 SHEETS				
V. T.M					
	FILMED	DATE	APPROVED	BY	DESCRIPTION
1786–6299					
NAD83 COORDINATES					
146–1739 LAMBERT COORDINATES					
LAMBERT COORDINATES					AS-BUILTS
33-D			DATE STARTE DATE COMPLE		CONTRACTOR INSPECTOR











TRAFFIC CONTROL NOTES:

- 1. VALIDATION. THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED. THE CONTRACTOR SHALL, PER SECTION 601-2 OF THE CITY SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CONTACT THE PUBLIC WORKS TRAFFIC CONTROL SECTION AT (858) 495-4742 TO OBTAIN A PERMIT. THE CONTRACTOR MUST SUBMIT A COMPLETED TRAFFIC CONTROL PERMIT FORM A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, OR FIVE (5) WORKING DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.
- 2. STANDARDS. THIS TRAFFIC CONTROL PLAN SHALL CONFORM TO THE EACH OF THE FOLLOWING MANUALS:

OCUMENT NO.	<u>EDITION</u>	DESCRIPTION
DWD1010110 01	2019	CTANDADD C

		
PWP1010119-01	2018	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")
PWP1010119-02	2018	CITY OF SAN DIEGO SUPPLEMENT TO THE "GREENBOOK" ("WHITEBOOK")
PWP1010119-03	2018	CITY OF SAN DIEGO STANDARD DRAWINGS
PWP1092816-08	2014	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)

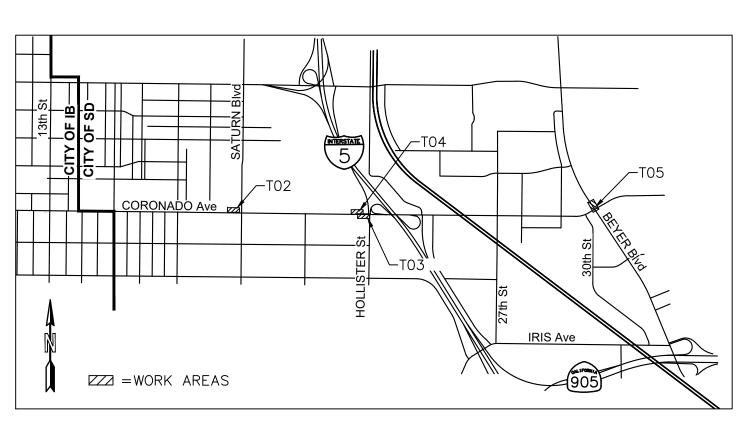
3. NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL:

(STREET OR ALLEY CLOSURE)	(858) 573-1300
(STREET OR ALLEY CLOSURE)	(858) 531-2000
(REFUSE COLLECTION)	(858) 492-5060
(TRAFFIC SIGNALS)	(619) 527-7500
(BUS STOPS)	(619) 595-7038 EXT 64
(TAXI ZONES)	(619) 235-2644
(TROLLEY LINES)	(619) 595-4960
(ANY EXCAVATION)	(800) 422-4133
	(STREET OR ALLEY CLOSURE) (REFUSE COLLECTION) (TRAFFIC SIGNALS) (BUS STOPS) (TAXI ZONES) (TROLLEY LINES)

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE 5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.

- 4. POSTING NO PARKING SIGNS. THE CONTRACTOR SHALL POST "TOW-AWAY/NO PARKING" SIGNS SEVENTY-TWO (72) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS.
- 5. EXCAVATIONS. EXCEPT AS OTHERWISE SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORK DAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS OPEN TO APPROPRIATE TRAFFIC, EXCEPT AS OTHERWISE SHOWN ON THE PLANS.
- 6. RESTORATION OF TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNATED FOR REMOVAL. REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO THE EXISTING IMPROVEMENTS.
- 7. TEMPORARY TRAFFIC SIGNAL DETECTION. THE CONTRACTOR SHALL INSTALL CITY APPROVED TEMPORARY VIDEO OR RADAR DETECTION WHEN EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ARE DAMAGED, DISABLED, OR BECOME INEFFECTIVE DUE TO CONSTRUCTION FOR A PERIOD OF FIVE (5) OR MORE DAYS. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY TRAFFIC SIGNAL DETECTION EQUIPMENT AND RESTORE/INSTALL A CITY APPROVED PERMANENT VEHICLE DETECTION SYSTEM UPON COMPLETION OF CONSTRUCTION. ALL INSTÁLLATIONS AND REMOVALS ARE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
- 8. CHANGES IN WORK. THE CITY RESIDENT ENGINEER WILL OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND RESERVES THE RIGHT TO MAKE CHANGES AS THE FIELD CONDITIONS WARRANT. ANY SUCH CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.
- 9. FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS, THE CONTRACTOR SHALL PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE CITY RESIDENT ENGINEER. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT FOR THIS WORK.
- 10. THE CONTRACTOR SHALL PLACE "OPEN TRENCH" SIGNS (C27(CA)) ON BARRICADES WITHIN THE WORK ZONE, AHEAD OF ANY WORK AREA WHICH INCLUDES OPEN TRENCHES IN EXCESS OF THREE (3) INCHES IN DEPTH, PER CA MUTCD SECTION 6F.103 (CA) GUIDELINES.
- 11. CONTRACTOR TO OBTAIN CALTRANS PERMIT AND CITY OF IMPERIAL BEACH PERMIT PRIOR TO START OF WORK ON PHASES THAT HAVE SIGNS OR TRAFFIC CONTROL SET UPS THAT ENCROACH INTO THEIR RESPECTIVE RIGHT-OF-WAY.

STREET DATA TABLE						
STREET NAME	CLASSIFICATION	85TH PERCENTILE SPEED (MPH)	ADT (VEHICLES)	R/W (FT)		
CORONADO AVENUE (SATURN BLVD — BEYER BLVD)	MAJOR ARTERIAL	35	23,407	VARIES 72 TO 98		
IRIS AVENUE (HOWARD AVE — 30TH STREET)	COLLECTOR	30	6,567	81		
BEYER BLVD (PALM AVE — CORONADO AVE	MAJOR ARTERIAL	45	10,526	VARIES 100 TO 115		



VICINITY MAP NO SCALE

MARK

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Exp. 12/31/23

SIGN LEGEND



C30(BIKE)







M4-9b(RT) M4-9b(LT)

R9-11(L)



C30(CA)



W11 - 1

G20-2

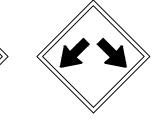




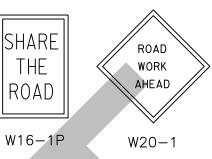
R9-11(R)

R3-1





W12 - 1





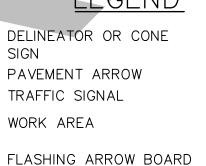


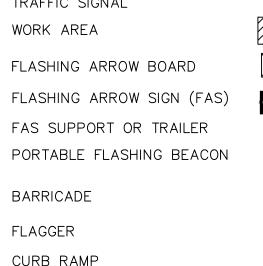


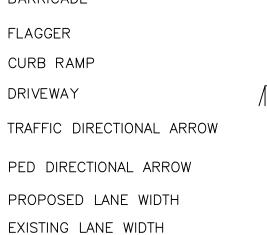
W4-2R











DATE

TEMPORARY CHAIN LINK

FENCE

EXP. 12-31-23

DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100 (858) 514-8377

XX'

SHEET INDEX

DESCRIPTION	SHEET NO.
TRAFFIC CONTROL PLAN TITLE SHEET	TO1
CORONADO AVE & SATURN BLVD — WESTBOUND	T02
CORONADO AVE & HOLLISTER AVE — EASTBOUND	T03
CORONADO AVE & HOLLISTER AVE - WESTBOUND	T04
CORONADO AVE & BEYER BLVD	T05

TABLE 1

RECOMMENDED SIGN SPACING FOR ADVANCE WARNING SIGN SERIES AND MINIMUM TAPER LENGTH

APPROACH SPEED (S)	MINIMUM DISTANCE (FEET) BETWEEN SIGNS AND		MINIMUM ENGTHS (L 12-FOOT L	
(MPH) ´	FROM LAST SIGN TO TAPER	L	1/2 1/2 1/2	13L
25	100	125	63	42
30	250	180	90	60
35	250	245	123	82
40	350	320	160	107
45	500	540	270	180
50	500	600	300	200
55+	1000	660	330	220

FOR MERGE TAPER FOR SHIFT TAPER FOR SHOULDER TAPER

TABLE 2

RECOMMENDED TAPER LENGTH AND MAXIMUM CHANNELIZER/CONE SPACING

495

APPROACH BUFFER SPEED (S) LENGTH		MAX CONE SPACING			NOTES:	
<u>(MPH)</u> ´	(FEET)	TAPER	<u>TANGENT</u>	CONFLICT(*)	TAPER FORMULA	
25	125	25	50	12	$L = S \times W$ FOR SPEEDS GREATER	
30	200	30	60	15	THAN 40 MPH	
35	250	35	70	17	$L = \frac{W \times S^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS	
40	305	40	80	20	60 40 MPH OR LESS	
45	360	45	90	22	WHERE:	
50	425	50	100	25	L = MINIMUM LENGTH OF TAPER (FEET)	

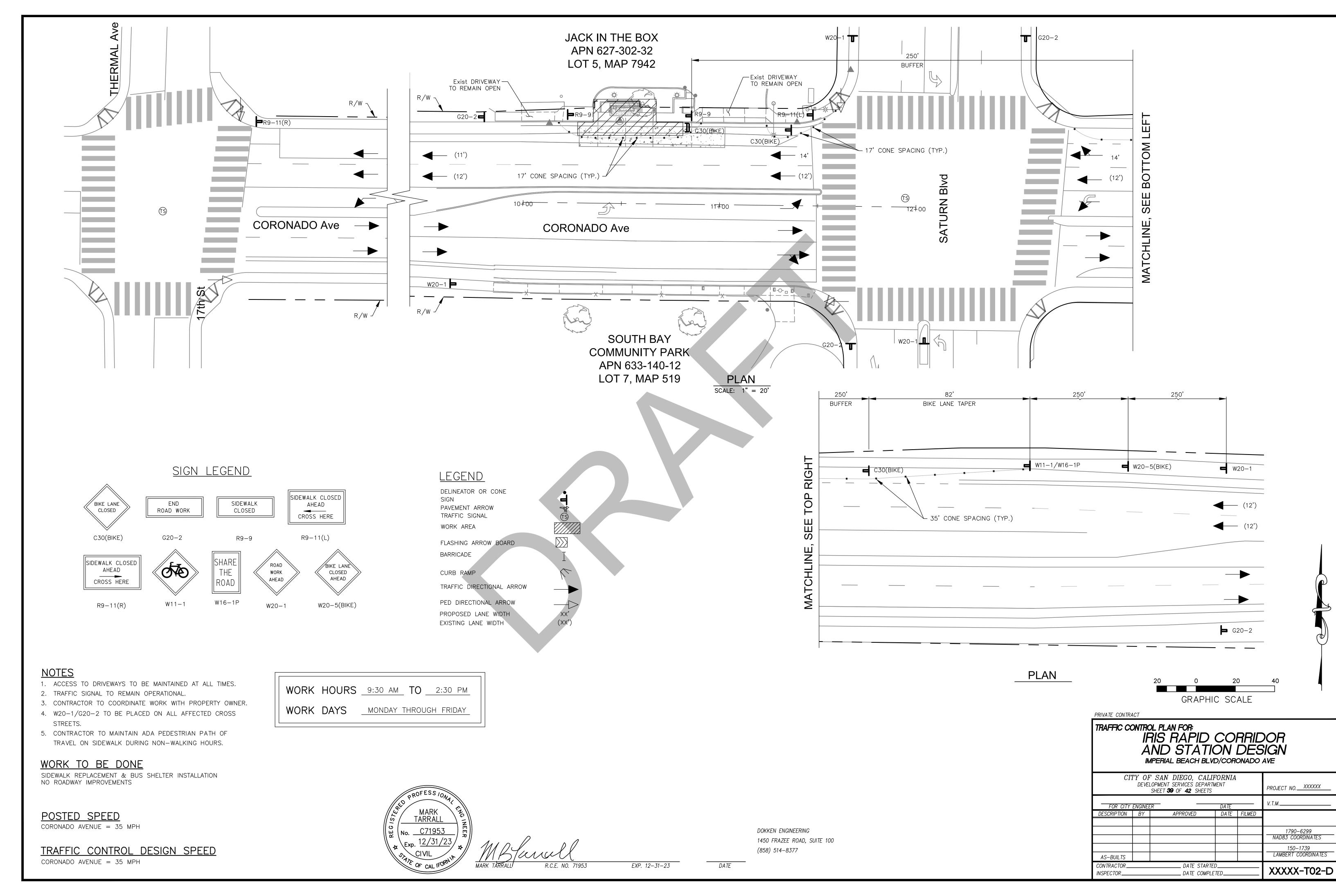
100 S = APPROACH SPEED (MPH) = POSTED SPEEDLIMIT OR OFF-PEAK 85TH % SPEED PRIOR TO (*) FACING OPPOSING TRAFFIC. ADJACENT TO WORK STARTING OR ANTICIPATED OPERATING WORK AREA OR CONFLICTING WITH EXISTING

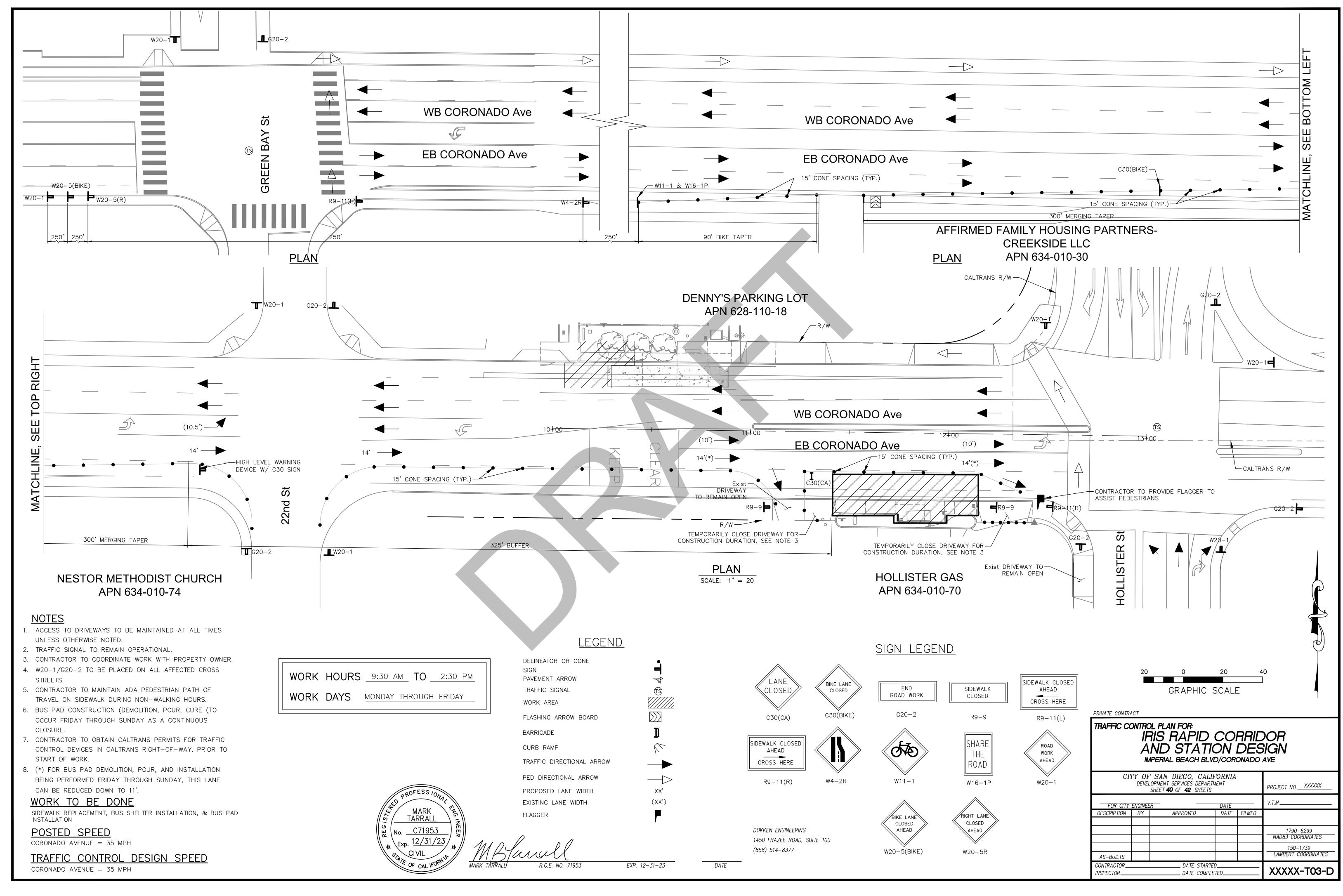
W = WIDTH OF OFFSET (FEET)

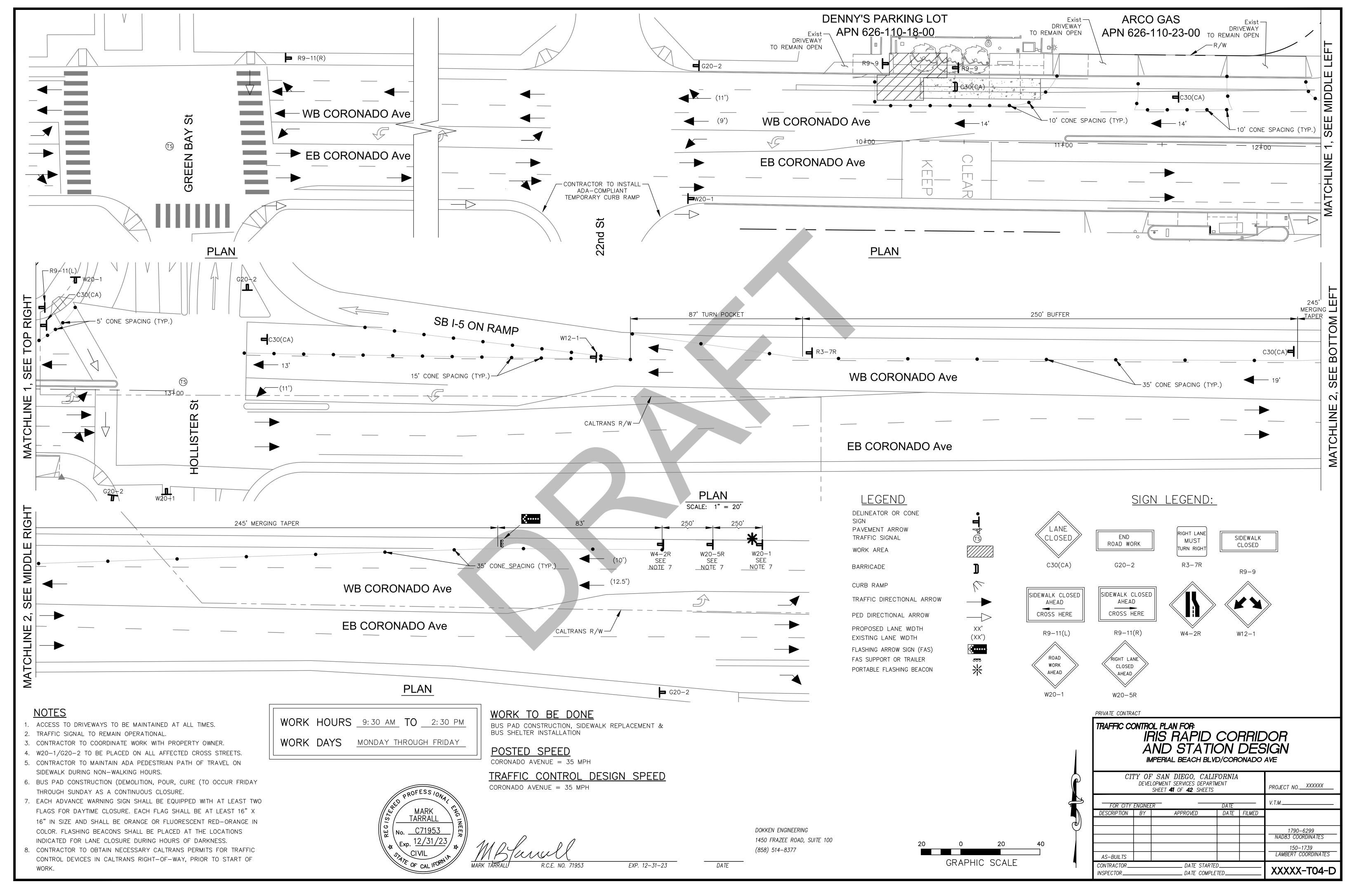
PRIVATE CONTRACT

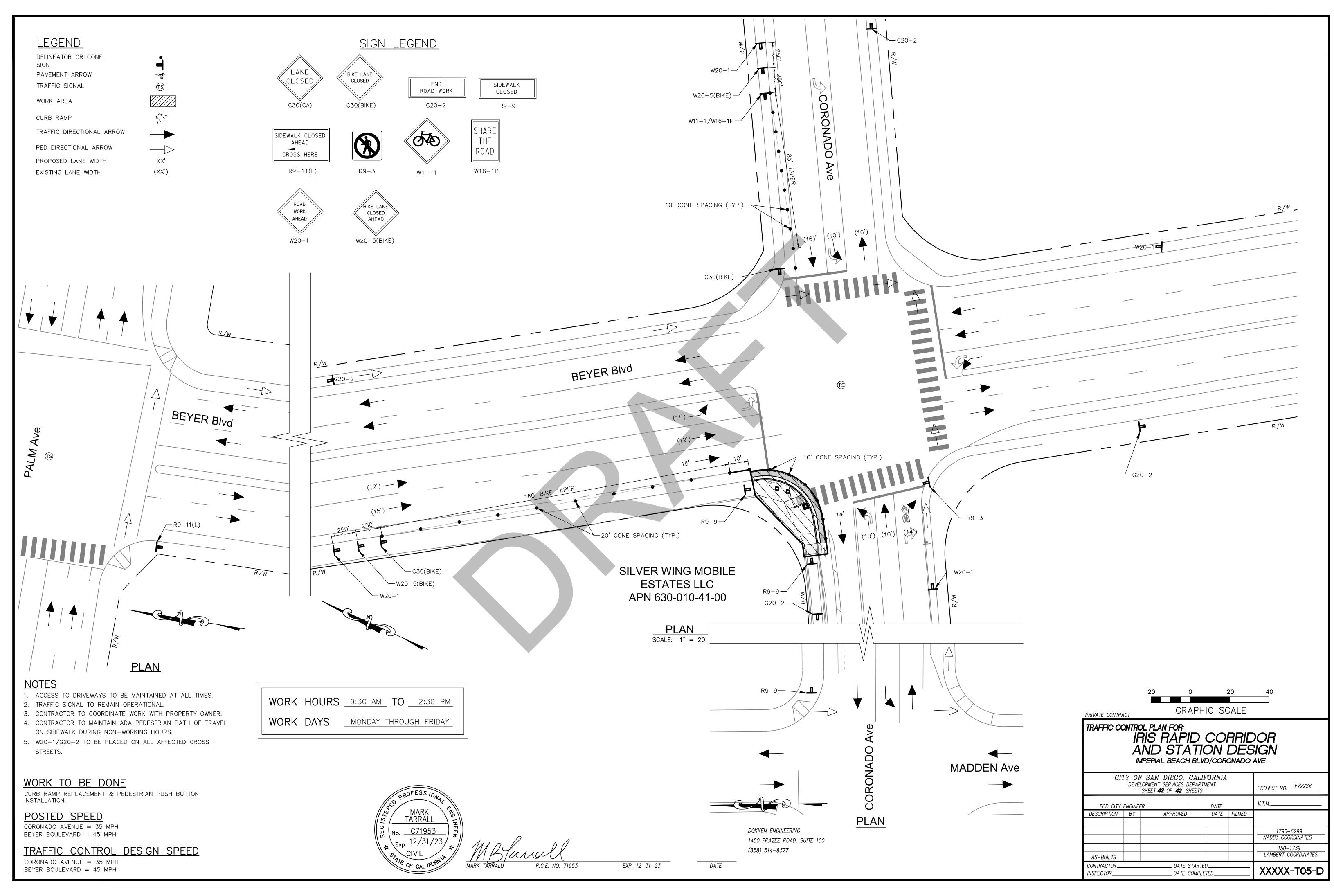
TRAFFIC CONTROL PLAN FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE

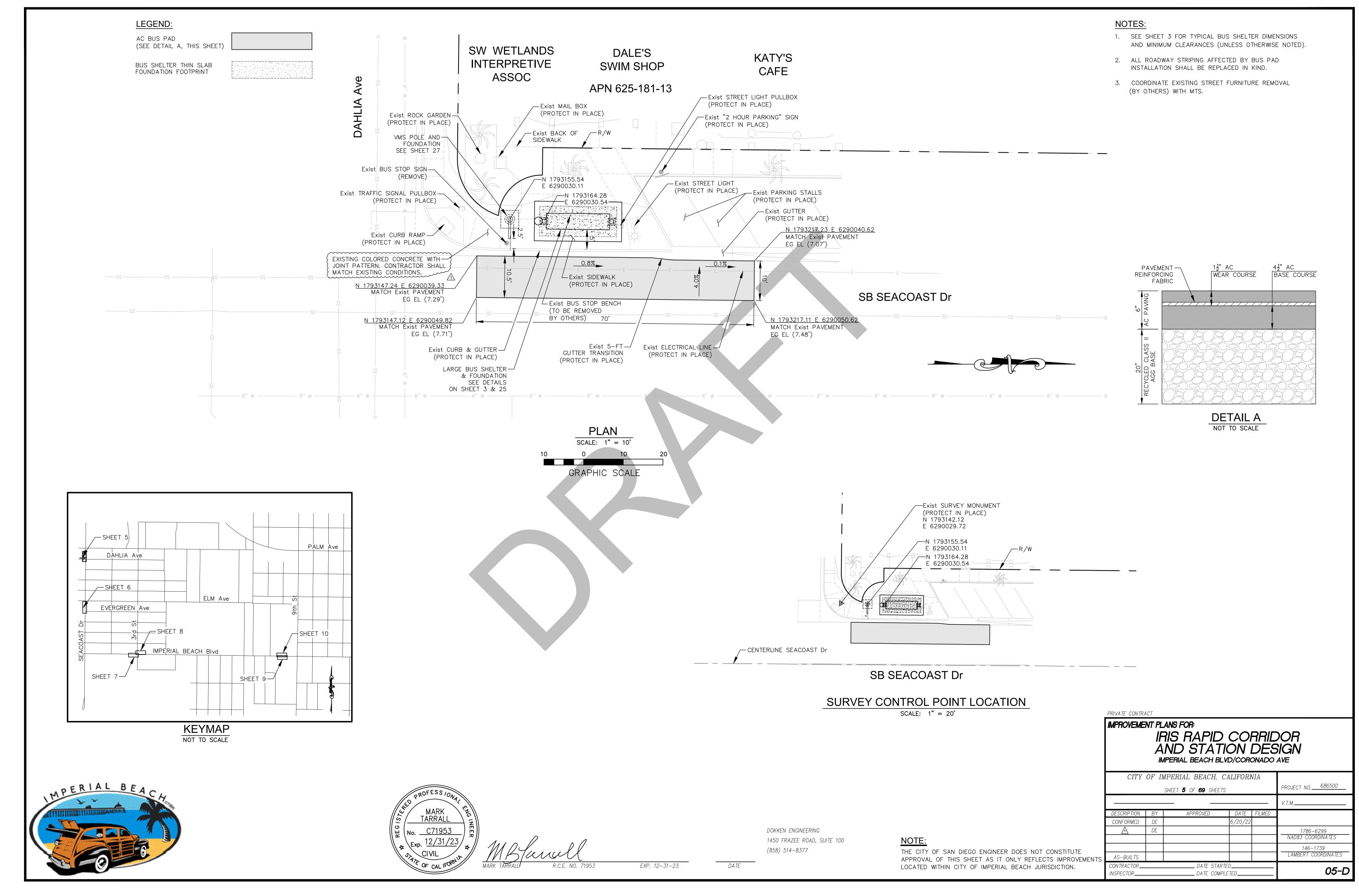
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FOR CITY	ENGINEE		DATE		V.T.M
DESCRIPTION	BY	APPROVED	DATE	FILMED	
					1786-6299
					NAD83 COORDINATES
					146-1739
AS-BUILTS					LAMBERT COORDINATES
CONTRACTOR INSPECTOR		XXXXX-T01-D			

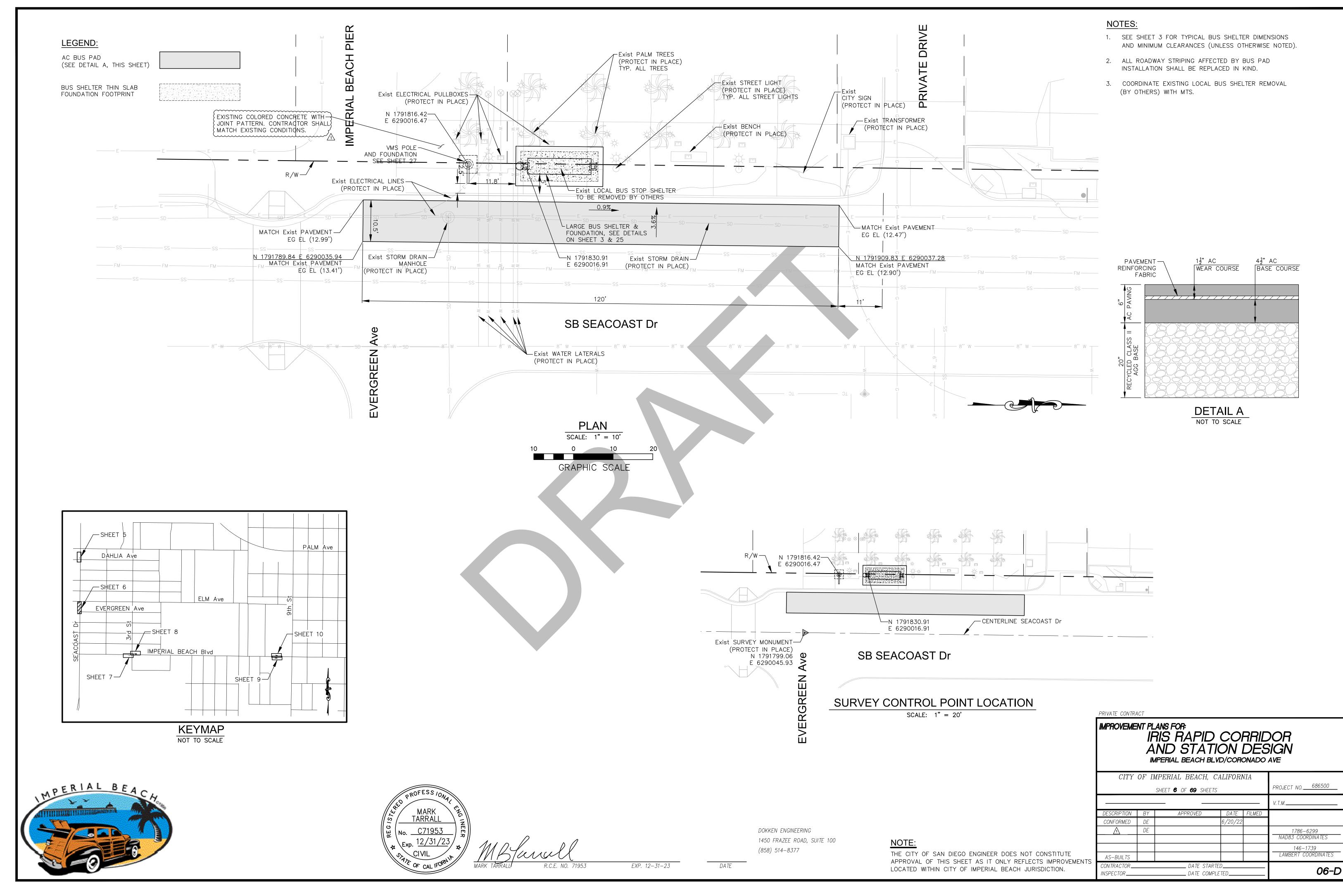


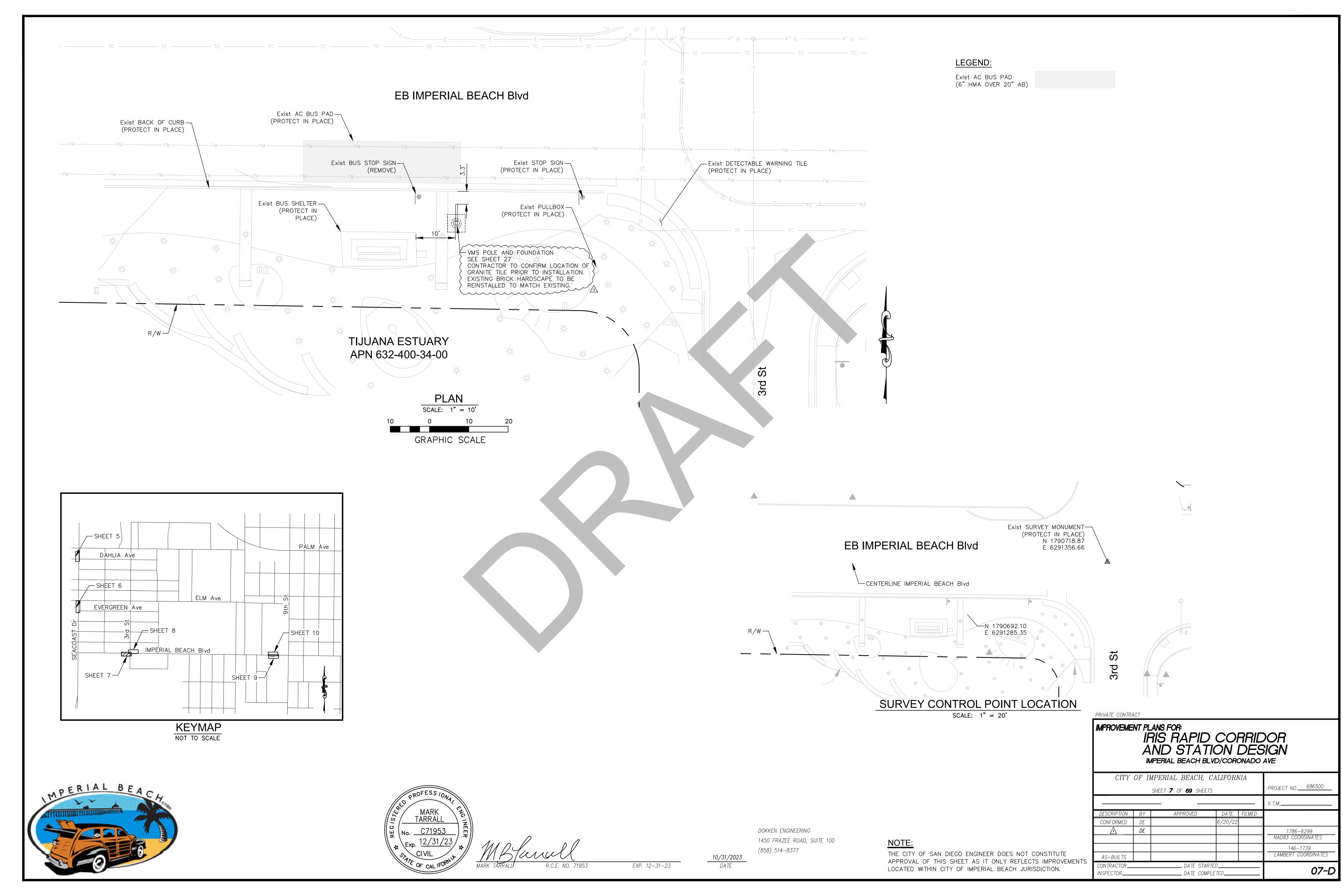


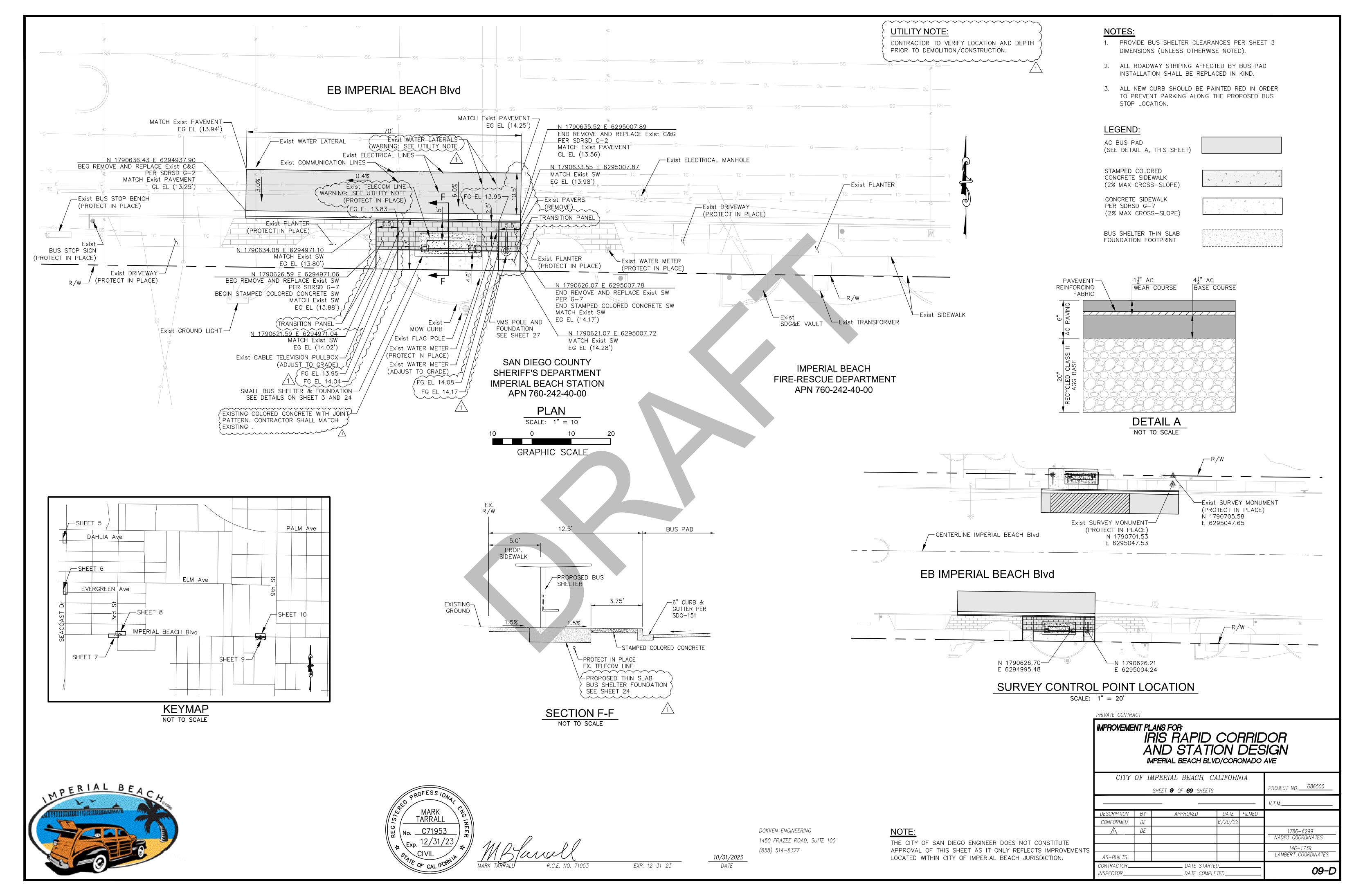












TRAFFIC SIGNAL GENERAL NOTES:

- 1. PULL BOXES SHALL BE NO. 6 AND CONDUIT 3"UNLESS NOTED OTHERWISE.
- 2. LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE AND VERIFY THE EXACT LOCATIONS AND CONDITIONS ON THE JOB SITE.
- 3. THE TRAFFIC SIGNAL CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PLAN PERMIT FROM THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT PERMIT CENTER A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO START OF WORK.
- 4. ALL TRAFFIC SIGNAL POLE FOUNDATIONS SHALL HAVE A 3"CONDUIT INSTALLED TO THE ADJACENT NO. 6 PULL BOX. THE CONTROLLER FOUNDATION SHALL HAVE A SPARE 3"CONDUIT INSTALLED TO THE ADJACENT NO. 6 PULL BOX FOR FUTURE USE AS SHOWN ON CONDUIT SCHEDULE. (NEEDS TO BE ADDED AS A NOTE AT THE BOTTOM OF THE CONDUIT SCHEDULE)
 - A. ALL CONDUIT CROSSINGS SHALL INCLUDE A MIMINUM OF TWO (2) 3" CONDUITS.
- 5. THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF LOOP DETECTORS, TRAFFIC STRIPING, PAVEMENT MARKINGS, PARKING REMOVAL AND TRAFFIC SIGNING (EXCEPT "G" SERIES STREET NAME SIGNS) AS SHOWN ON THESE PLANS.
 - A. THE TRAFFIC SIGNAL CONTRACTOR SHALL OBTAIN THE APPROVAL OF CITY RESIDENT TRAFFIC ENGINEER (ETS DIVISION) OF THE LOOP LOCATIONS PRIOR TO CUTTING, AS WELL AS, PRIOR TO ANY INSTALLATION AND/OR REMOVAL OF STRIPING, PAVEMENT MARKING, PARKING REMOVAL AND SIGN LOCATIONS.
- B. THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL UNNECESSARY AND CONFLICTING STRIPING AND PAVEMENT MARKINGS.
- C. THE TRAFFIC SIGNAL CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL PAVEMENT MARK-OUTS.
- 6. THE TRAFFIC SIGNAL CONTRACTOR SHALL NOT ERECT ANY SIGNAL STANDARDS MORE THAN THREE (3) WEEKS PRIOR TO SCHEDULED TRAFFIC SIGNAL TURN-ON.
- 7. CONTRACTOR SHALL PROVIDE ALL CABLING AND CONDUCTORS NECESSARY TO PERFORM ALL FUNCTIONS SHOWN ON THESE PLANS.
- 8. ALL POLES, CONDUIT, PULL BOXES, STRIPING AND LOOP DETECTOR LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE DETERMINED BY FIELD CONDITIONS AT THE TIME ON CONSTRUCTION AND AS DIRECTED BY THE CITY OF SAN DIEGO.
- 9. ROUTING AND LOCATIONS OF UNDERGROUND ELECTRICAL SYSTEM IS DIAGRAMMATIC AND SUBJECT TO APPROVAL OF THE CITY ELECTRICAL ENGINEER. UNDERGROUND ELECTRICAL LINES AND SUBSURFACE STRUCTURES MAY BE RELOCATED IF NECESSARY TO CLEAR OTHER EXISTING UNDERGROUND FACILITIES.
- 10. ALL TREES AND SHRUBS SHALL BE TRIMMED OR REMOVED AS DETERMINED BY THE CITY RESIDENT ENGINEER AS REQUIRED TO MAINTAIN SIGNAL HEAD VISIBILITY AND SIGHT DISTANCE.
- 11. ALL VEHICLE HEADS SHALL BE 12"L.E.D WITH AN INCANDESCENT LOOK AND BACKPLATES.
- 12. ALL VEHICLE DETECTOR LOOPS SHALL BE TYPE "E" AS SHOWN ON THIS PLAN.
 - A. DETECTOR LOOPS SHALL BE 6' DIAMETER WITH 10' SPACING AND POSITIONED IN CENTER OF LANE UNLESS OTHERWISE SHOWN.
 - B. FRONT DETECTOR LOOPS SHALL BE TYPE "E" MODIFIED LOOPS PER SDE- 104.
- C. ALL LOOP LAYOUTS SHALL INCLUDE LAYOUT OF HOMERUN LINES, WHICH MUST BE APPROVED PRIOR TO INSTALLATION
- D. BICYCLE DETECTOR LOOPS SHALL BE TYPE Q.
- 13. PEDESTRIAN SIGNAL INDICATIONS AND PUSH BUTTONS SHALL BE INTERNATIONAL SYMBOLS. PEDESTRIAN SIGNAL INDICATIONS SHALL BE 16"X 18"L.E.D COUNTDOWN TIMER WITH AN INCANDESCENT LOOK. PEDESTRIAN PUSH BUTTONS SHALL BE 2"PER ADA REQUIREMENTS.
- 14. ALL CROSSWALKS SHALL BE CONTINENTAL TYPE PER SDM-116.
- 15. PEDESTRIAN PUSH BUTTON HOUSING COLOR SHALL MATCH COLOR NO. 33538 OF FED-STD-595 WHEN PEDESTRIAN PUSH BUTTONS ARE PLACED ON A TRAFFIC SIGNAL POLE.

STRIPING AND SIGNING GENERAL NOTES:

- 1. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 2. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:

DESCRIPTION	<u>EDITION</u>	DOCUMENT NO.
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2018 EDITION	2018	PWPI010119-01
CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION	2018	PWPI010119-03
CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	2018	PWPI030119-07

- 3. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
- 4. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SANDBLASTING AND/OR GRINDING WITH THE SEAL. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- 5. SIGN POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER CITY OF SAN DIEGO STANDARD DRAWING SDM-104.
- 6. ALL RAISED MEDIAN NOSES SHALL BE PAINTED YELLOW.

(REVISION 3), 2014 EDITION

- 7. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
- 8. MARKED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET UNLESS INDICATED OTHERWISE.
- 9. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE THERMOPLASTIC.
- 10. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4742 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.

OSTDIEK

C65334

LEGEND:

- AB ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS
- BC REPLACE PULL BOX IN EXISTING CONDUIT RUN WITH A #6 PULL BOX
- | CB | INSTALL CONDUIT INTO EXISTING PULL BOX.
- CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED
- EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR
- RS REMOVE AND SALVAGE EQUIPMENT
- RL RELOCATE EQUIPMENT
- | SC | SPLICE NEW TO EXISTING CONDUCTORS

BUS STOP AND TRANSIT CENTER GENERAL NOTES:

- 1. ALL PULL BOXES SHALL BE No. 6 UNLESS OTHERWISE NOTED 2. CONDUIT TRENCHING SHALL CONFORM TO THE CITY OF SAN DIEGO STANDARD DRAWINGS SDG-117 AND SDG-118
- 3. INSTALL CONDUIT BY HORIZONTAL DIRECTIONAL DRILLING WHERE INDICATED.

TRENCHING AND DIRECTIONAL DRILLING GENERAL NOTES:

- 1. CONTRACTOR RESPONSIBLE FOR POTHOLING AND PATCHING ALL EXISTING UTILITIES WHEN PERFORMING HORIZONTAL DIRECTIONAL DRILLING.
- 2. CONDUIT DEPTH TO BE 30" MINIMUM BELOW GRADE.
- 3. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY WHICH ARE NOT DESIGNATED FOR REMOVAL (E.G., CURBS, SIDEWALKS, DRIVEWAYS, FENCES, WALLS, SIGNS, UTILITY INSTALLATIONS, PAVEMENT, STRUCTURES, ETC.) WHICH ARE DAMAGED OR REMOVED AS A RESULT OF ITS OPERATIONS.

NOTES TO CONTRACTOR EXISTING UTILITES:

1. CONTRACTOR TO VERIFY LOCATION AND DEPTH PRIOR TO DEMOLITION/CONSTRUCTION.

BUS STOP AND TRANSIT CENTER SYMBOLS:

----- ELECTRICAL CONDUIT

- COMMUNICATION CONDUIT EXISTING PULL BOX, E=ELECTRICAL, C=COMMUNICATION PROPOSED No.6 PULL BOX, E=ELECTRICAL, C=COMMUNICATION EXISTING SERVICE EQUIPMENT ENCLOSURE PROPOSED SERVICE EQUIPMENT ENCLOSURE

EXISTING BUS PLATFORM LIGHT

EXISTING PIER PLAZA LIGHT

PROPOSED PIER PLAZA LIGHT

PROPOSED VARIABLE MESSAGE SIGN

EXISTING SPLICE VAULT

ABBREVIATIONS:

SMFO 24 STRAND SINGLE MODE FIBER OPTIC CABLE

PRIVATE CONTRACT

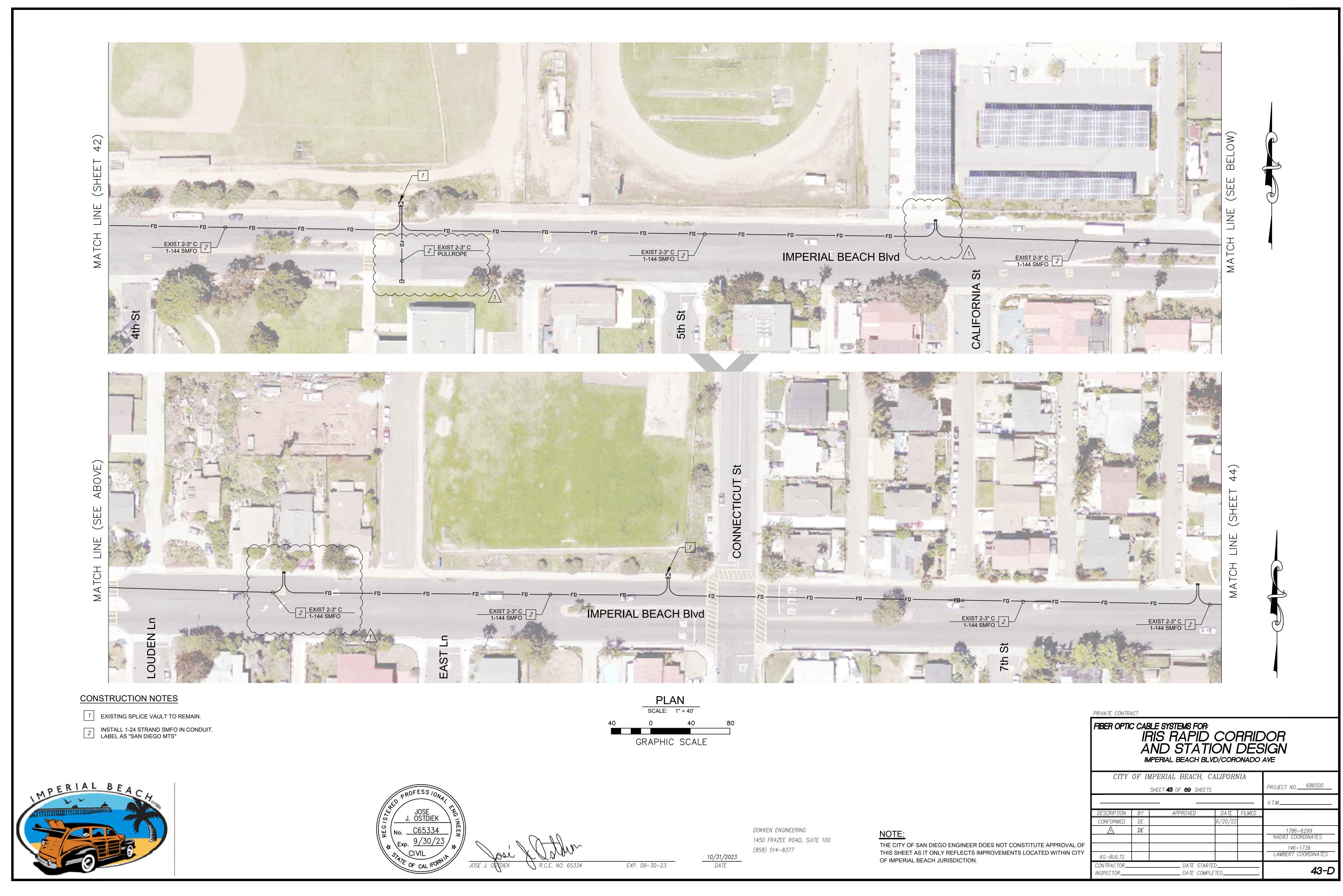
ELECTRICAL NOTES FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE

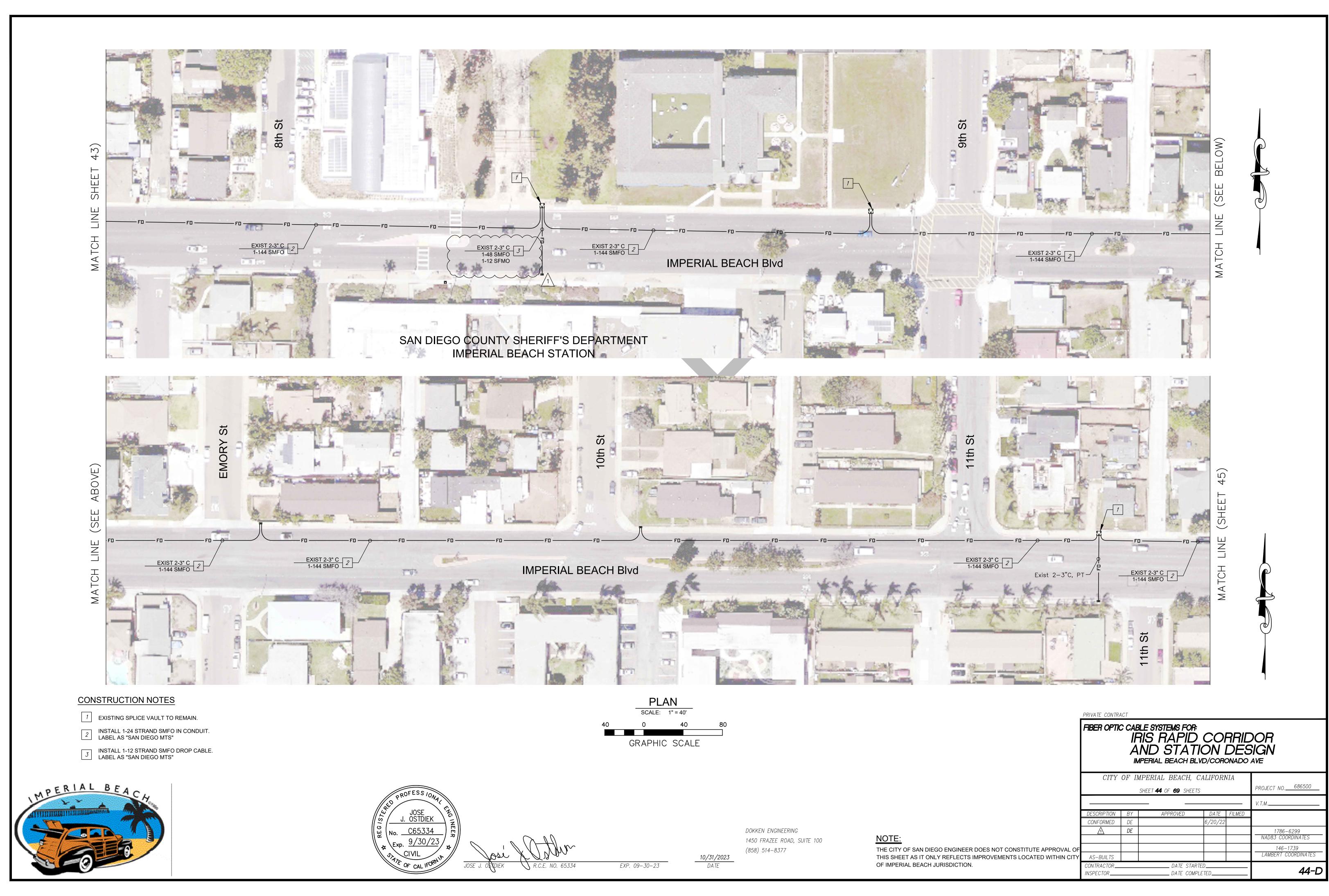
PROJECT NO. 686500	CITY OF SAN DIEGO, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT SHEET 33 OF 69 SHEETS								
V. T.M		DATE		ENGINEER	FOR CITY				
	FILMED	DATE	APPROVED	BY	DESCRIPTION				
		6/20/22		DE	CONFORMED				
1786-6299				DE	Λ				
NAD83 COORDINATES									
146-1739									
LAMBERT COORDINATES					AS-BUILTS				
42363- 33- D		D	DATE STARTE		CONTRACTOR				
42303- 33- D	INSPECTOR DATE COMPLETED								

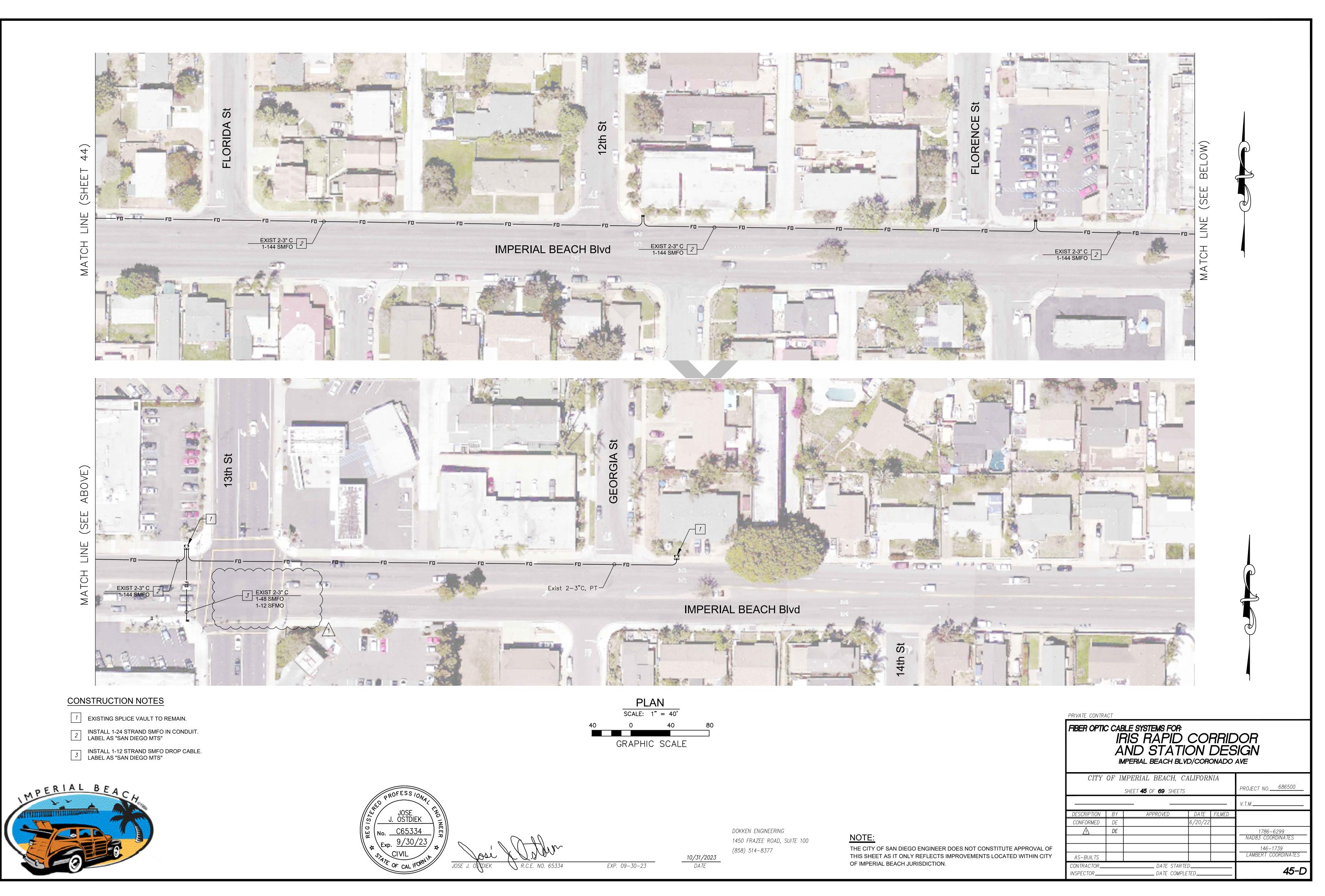
DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100 (858) 514-8377 10/31/2023

DATE

EXP. 09-30-23





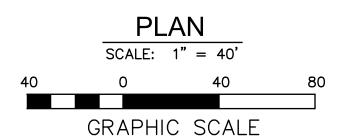




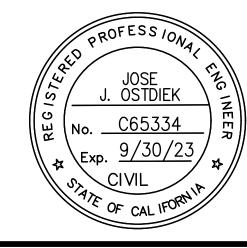


CONSTRUCTION NOTES

- 1 EXISTING SPLICE VAULT TO REMAIN.
- 2 INSTALL 1-24 STRAND SMFO IN CONDUIT.
- EXISTING PULL BOX WITH 2" CONDUIT INTO LIFEGUARD CENTER.
 TERMINATE 1-24 STRAND SMFO IN 24 PORT FIBER OPTIC
 DISTRIBUTION UNIT SEE DETAIL ON SHEET 4X-X







EXP. 09-30-23

10/31/2023 DATE

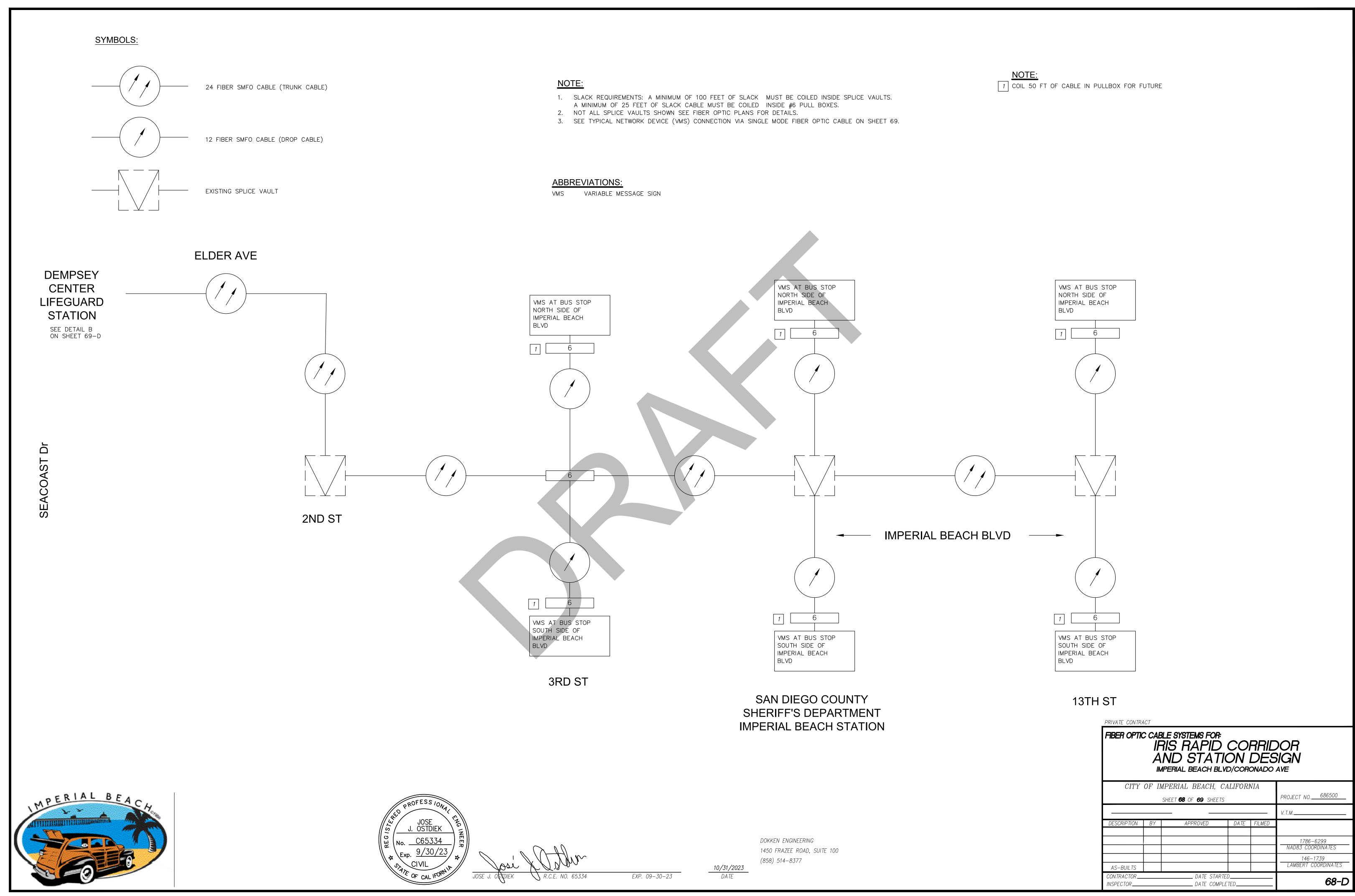
DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100 (858) 514–8377

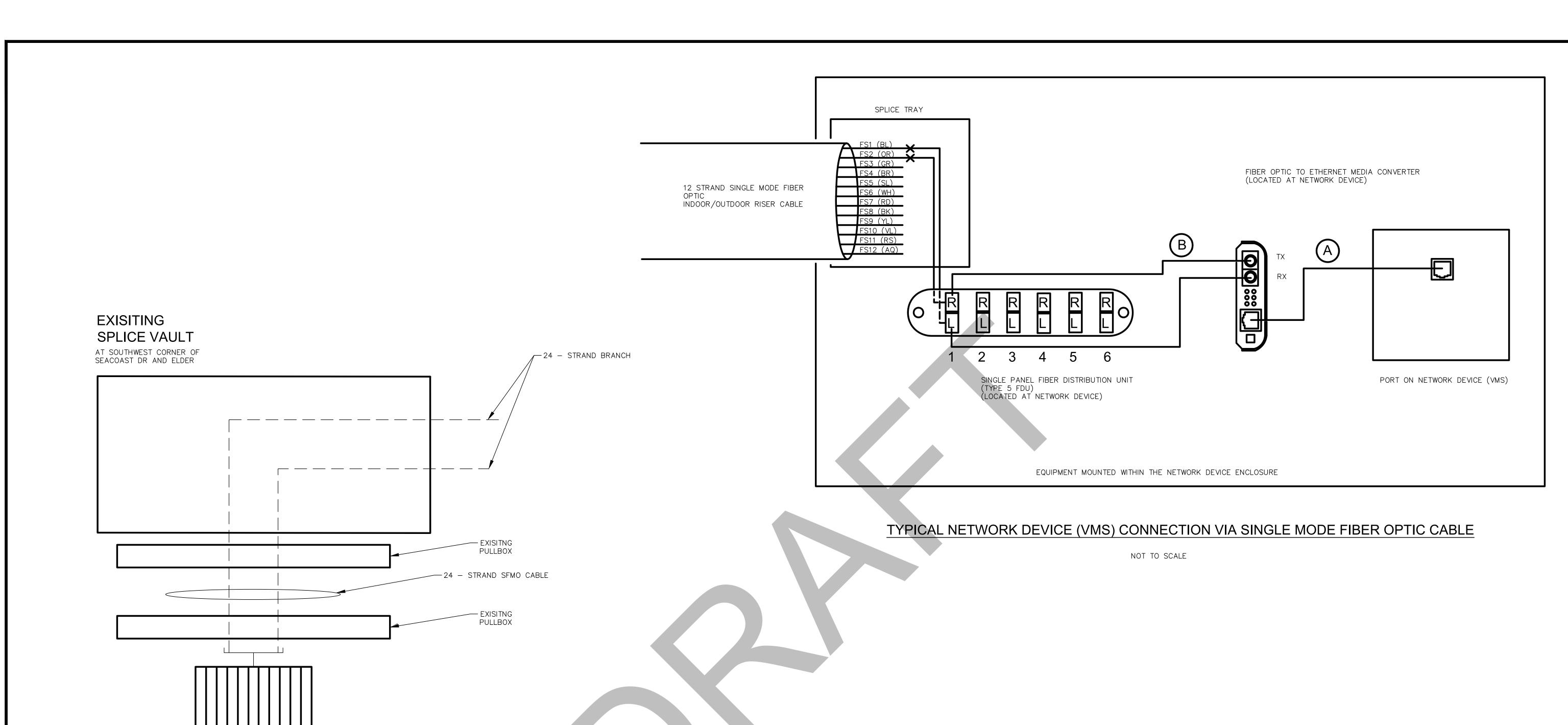
THE CITY OF SAN DIEGO ENGINEER DOES NOT CONSTITUTE APPROVAL OF THIS SHEET AS IT ONLY REFLECTS IMPROVEMENTS LOCATED WITHIN CITY OF IMPERIAL BEACH JURISDICTION.

PRIVATE CONTRACT

TRIVATE CONTRACT
FIBER OPTIC CABLE SYSTEMS FOR: IRIS RAPID CORRIDOR AND STATION DESIGN IMPERIAL BEACH BLVD/CORONADO AVE

CITY	OF IM.				
	S	PROJECT NO686500			
				V. T.M	
DESCRIPTION	BY	APPROVED			
			1786-6299		
			NAD83 COORDINATES		
			146-1739		
AS-BUILTS					LAMBERT COORDINATES
CONTRACTORINSPECTOR		67-D			





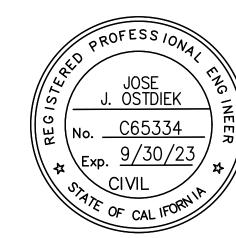
24 PORT PATCH PANEL

DETAIL B

SEACOAST DR AND ELDER ST DEMPSEY LIFEGUARD STATION

NOT TO SCALE





- COMMUNICATION ROOM
(FUTURE CONNECTION BY OTHERS)

10/31/2023 DATE EXP. 09-30-23

DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100 (858) 514–8377

PRIVATE CONTRACT

CITY	OF IME SE	PROJECT NO. <u>686500</u>			
-		V. T.M			
DESCRIPTION	BY	APPROVED	DATE	FILMED	
			1786-6299		
				NAD83 COORDINATES	
			146-1739		
AS-BUILTS					LAMBERT COORDINATES
CONTRACTOR INSPECTOR		42363- 69- D			

ATTACHMENT A1 CONSULTANT'S PROPOSAL





Construction Management Services for Iris Rapid Bus Stops and Transit Center East











CONSTRUCTION SERVICES

Kleinfelder Construction Services, Inc.

5761 Copley Drive, San Diego, CA 92111 P: 858-223-8500 | F: 858-223-8499



February 13, 2024

Steve Augustyn Contract Officer San Diego Metropolitan Transit System 1255 Imperial Avenue San Diego, CA 92101

RE: Proposal for Iris Rapid Bus Stops and Transit Center East Construction Management Services

Mr. Augustyn:

Kleinfelder Construction Services, Inc. (KCS) appreciates the opportunity to present our proposal to San Diego Metropolitan Transit System (MTS) for the above referenced project. We have carefully reviewed the bid documents and offer MTS a team with the expertise, depth of experience, and resources required to serve on this task order. We are proud of our successful history working with MTS and look forward to continuing our relationship by serving on this important project.

We are happy to propose an exceptionally qualified, local team with in-depth knowledge gained through our diverse experience on MTS and SANDAG projects and an unparalleled record providing management and inspection on similar contracts. This experience includes projects such as the South Bay Bus Rapid Transit Phases 1A, 1B, and 2A/B, the Mid-City Rapid, South Bay and East County Bus Maintenance Facilities, Green Line Station Platform Modifications, Downtown Stations Platform Modifications, Blue Line Station Rehabilitation and Rail Replacement, Orange Line Stations Modifications, and the Orange Line Courthouse Station projects to name a few. We are familiar with MTS' standards and procedures as well as local regulations, infrastructure, and transportation improvement plans. This insight means the KCS team will be able to start work immediately with no learning curve—benefiting MTS by providing valuable time and cost savings.

Our experienced and accomplished staff members are available and ready to serve on this contract. They bring extensive experience providing services on local rapid bus and transit center/station projects with scopes of work similar to those anticipated for this project, including bus shelters, variable message signs, bus pads, and communications and electrical upgrades. With the experience and lessons learned from our previous work on similar transit projects, coupled with our team's expansive research and preparation, KCS will be able to provide an efficient approach to the Iris Rapid Bus Stops and Transit Center East project. Both KCS and our subconsultant team members have committed our resources and are eager to start work on this exciting project.

We want to serve MTS! We believe there is no better group of local individuals who will seamlessly work with MTS to provide high quality, professional construction management and inspection than the KCS team. We appreciate the opportunity to be of service and look forward to hearing from you. If you have any questions or need any additional information, please contact me any time.

Sincerely,

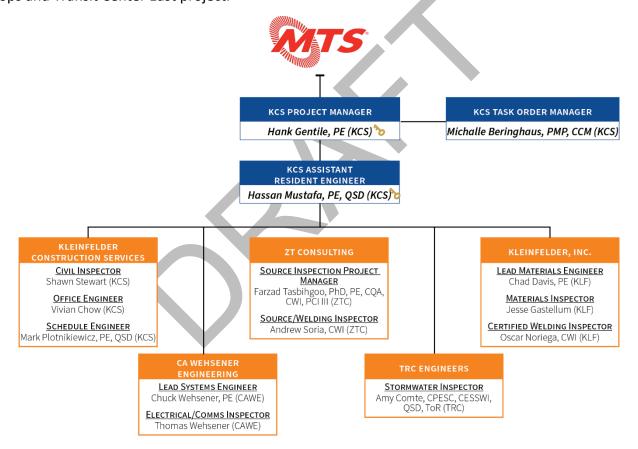
Hank Gentile, PE Project Manager M: 858-705-0076

E: hgentile@kleinfelder.com

1. PROJECT TEAM

Based on our experience and understanding of Metropolitan Transit System's (MTS) needs for this project, we have assembled a strong local team of skilled engineers, inspectors, and technical experts with extensive experience in transit construction and experience working on MTS projects. Our local team is currently completing construction management and inspection services on two MTS projects, MTS' Bayside Double Track IMT project and MTS' El Cajon Third Track project. We also recently provided services on the award-winning MTS Orange Line Courthouse Station, Trolley Improvement Program, Blue Line Station Rehabilitation and Rail Replacement, Green Line Station Platform Modifications, Orange Line Station Platform Modifications, and Downtown Stations Platform Modifications.

Our goal in staffing the Iris Rapid Bus Stops and Transit Center East project is to provide MTS with exceptional team members that you know and trust, who possess direct experience in managing and inspecting construction projects, and who understand the importance of maintaining safety and minimizing impacts to the traveling public. Our team members are ready, available, and excited to begin working on the Iris Rapid Bus Stops and Transit Center East project.



TEAM INTRODUCTION

KCS along with our subconsultant teaming partners, CA Wehsener Engineering (CAWE), ZT Consulting (ZTC) Kleinfelder (KLF), and TRC Engineers (TRC) have worked on numerous projects together and have substantial experience providing services on MTS projects. Additionally, our team is experienced in working with the City of San Diego and the City of Imperial Beach and will utilize our relationships to help make this a successful project.

The following table provides a brief introduction to each of our proposed staff members' qualifications and relevant experience. Full resumes for all of our team members have been included in Exhibit A of this proposal.



	Yrs of	Yrs w/		
Name	Ехр	Firm	Education and Certifications	Relevant Project Experience
Hank Gentile, PE	35	27	B.S., Civil Engineering	MTS East County Bus Maintenance Facility
Project Manager (KCS)			Civil Engineer in California, No.	SANDAG South Bay Bus Maintenance Facility
			57280	Demolition
Michalle Beringhaus, CCM,	23	12	B.S., Landscape Architecture	City of Chula Vista On-Call
PMP			Certified Project Management	Caltrans District 11 On-Call
Task Order Manager (KCS)			Professional (PMP), No. 2931105	SANDAG On-Call
			CMAA Certified Construction	City of San Diego West Mission Bay Drive Bridge
			Manager (CCM), No. 29230	Replacement
Hassan Mustafa, PE, QSD	32	11	B.S., Civil Engineering	MTS El Cajon Third Track
Assistant Resident Engineer			Civil Engineer in California, No.	MTS Bayside Double Track IMT
(KCS)			53489	MTS Orange Line Courthouse Station
			Qualified SWPPP Developer in	City of Chula Vista Major Pavement
			California, No. C53489 (SMARTS)	Rehabilitation FY 18/19
Shawn Stewart	30	15	High School Diploma	SANDAG South Bay Bus Rapid Transit Segment
Civil Inspector (KCS)			CAL/OSHA 10-Hour Construction	18
			Safety and Health Training	SANDAG Blue Line Station Rehabilitation and
				Rail Replacement
Vivian Chow	5	1	B.S., Engineering Management	MTS El Cajon Third Track
Office Engineer (KCS)				SANDAG Mid-Coast Corridor Transit Project
Mark Plotnikiewicz, PE,	33	27	B.S., Civil Engineering	MTS El Cajon Third Track
QSD			Civil Engineer in California, No.	MTS Bayside Double Track IMT
Schedule Engineer (KCS)			58609	MTS Orange Line Courthouse Station
			Qualified SWPPP Developer in	
			California, No. 20057	
Chuck Wehsener, PE	34	15	B.S., Electrical Engineering	MTS El Cajon Third Track
Lead Systems Engineer			Electrical Engineer in California,	MTS Bayside Double Track IMT
(CAWE)			No. 14977	MTS Orange Line Courthouse Station
Thomas Wehsener	37	15	Electrical Union Apprentice	MTS El Cajon Third Track
Electrical/Comms Inspector			Program	MTS Bayside Double Track IMT
(CAWE)				MTS Orange Line Courthouse Station
Farzad Tasbihgoo, PhD, PE,	21	9	PhD, Civil Engineering	LACMTA (Metro) Soundwall Package 11
CQA, CWI, PCI III			M.S., Structural Engineering	RCTC I-15 Railroad Canyon Interchange
Source Inspection Project			B.S., Civil Engineering Civil	City of Los Angeles North Atwater Non-
Manager (ZTC)			Engineer in California, No. 71403	Motorized Multimodal Bridge
			AWS Certified Welding Inspector	RCTD I-15 & Limonite Interchange
			(CWI), No. 11081291	
			ACI Concrete Field Testing	
			Technician – Grade I, No. 1226819	
			ASQ Certified Quality Auditor	
			(CQA), No. 67819	
Andrew Soria, CWI	17	5	ACI Concrete Field Testing	SBCTA SR-210 & Base Line Road
Source/Welding Inspector			Technician – Grade I, No. 1260809	LA Metro Sound Wall Package No. 11
(ZTC)			ACI Concrete Strength Testing	SANDAG Mid-Coast Corridor Transit Project
			Technician, No. 1260809	City of Orange Public Works OSO Parkway
			AWS Certified Welding Inspector	SBCTA Monte Vista Grade Separation
			(CWI), No. 20022691	
			PCI Level III, No. 14594	
Chad Davis, PE	29	6	M.S., Business Administration	SANDAG MidCoast Trolley Line
Lead Materials Engineer			B.S., Civil Engineering	Caltrans D11 Materials Sampling and Testing
(KLF)			Civil Engineer in California, No.	Services
			59908	City of San Diego As-Needed Geotechnical and
				Materials Testing



Jesse Gastelum	27	9	High School Diploma	Caltrans D11, Construction Materials Sampling
Field Materials Tester (KLF)			ACI Concrete Field Testing	and Testing
			Technician, Grade I	County of San Diego, On-Call Geotechnical
				Engineering Testing
Oscar Noriega, CWI	25	4	High School Diploma	County of San Diego, Courthouse Commons
Certified Welding Inspector			ACI Concrete Field Testing	Tunnel and Transfer Shaft
(KLF)			Technician, Grade I	City of San Diego, West Mission Bay Drive Bridge
			American Welding Society	
			Certified Welding Inspector	
			City of San Diego Special Inspector	
Amy Comte, CPESC,	19	8	B.A., Geography	SANDAG South Bay Bus Rapid Transit Segment
CESSWI, QSD/P, ToR			Construction General Permit ToR	1A/1B, Segment 2 and Segment 3
Stormwater Inspector (TRC)			Caltrans Water Pollution Control	SANDAG Pershing Drive Bikeway and Roadway
			Manager Course	Improvements Project
			NPDES Basic Training	SANDAG, Program Management of Stormwater
			Caltrans 24 Hour Course	Compliance and Construction Management
			Construction Water Pollution	Services
			Control Course	

We are proud to provide MTS with staff who you know and trust, who possess direct experience in managing and inspecting construction projects, bring the required technical skills, and understand the importance of maintaining safety while minimizing impacts to the traveling public. Together, our team will perform as part of an integrated team with MTS, providing cost effective and functional solutions for a successful project delivered on time and on budget.



2. PROJECT UNDERSTANDING AND APPROACH

UNDERSTANDING

The MTS Iris Rapid Bus Stops and Transit Center East project will upgrade the 11 Rapid bus stops in the cities of San Diego and Imperial Beach. These upgrades include new bus shelters, Variable Message Signs, bus pads and sidewalks.

Location	Small Shelter	Large Shelter	VMS Sign	New AC Bus Pad	New Conc Bus Pad	Exist. Bus Pad Imp.	Stamped Colored Conc SW	Conc SW	Gravity Wall	City of IB	City of SD
Dahlia Ave and SB Seacoast Drive		Х	Х	Х						Х	
Imperial Beach Pier and SB Seacoast Drive		Х	Х	Х						Х	
EB Imperial Beach Blvd and 3rd Street			Х							Х	
-3rd Street and WB Imperial Beach Blvd.	- x		Х	Х		Х				Х	
EB Imperial Beach Blvd. at SD County Sheriff Station	x		x	X			X	х		x	
WB Imperial Beach Blvd. at Veteran's Park	×		Х	Х		Х		Х		Х	
EB Imperial Beach Blvd. near Georgia Street	Х		х	х		Х		Х		х	
WB Imperial Beach Blvd near 13th Street	Х		Х	Х		Х					
WB Coronado Ave near Saturn Blvd	Х		Х		Х			Х	Х		Х
EB Coronado Ave near Hollister St	Х		х		X			Х			Х
WB Coronado Ave near Hollister St	Х		Х					Х			Х

Additionally, select areas of the Iris Transit Center East will be upgraded. This work includes new concrete bus pads, new concrete walkways, and an upgraded electrical and communications system. The project also includes traffic signal and signing/striping improvements at Coronado Avenue and 30th Street and a new ADA curb ramp at Coronado Avenue and Beyer Boulevard. The project was recently advertised for construction and the low bid was \$5.5M.



APPROACH

The following outlines the steps our team will take to address and complete the required services for this project:

- Meet with the MTS Project Manager to review key points of the construction contract and discuss key issues.
- Review the contract documents and gain a thorough understanding of the work involved.
- Take preconstruction photos at each work location, documenting existing conditions and the locations of the pertinent equipment.
- Verify the specific requirements in the encroachment permits from the City of San Diego and the City of Imperial Beach.
- Utilize as-builts from the previous construction contracts to review and refresh our understanding of the existing facilities.
- Coordinate with MTS regarding a preconstruction meeting and provide any assistance MTS needs or lead at MTS' request.
- Coordinate with the MTS Public Information Officer to keep the adjacent businesses aware of the potential construction impacts.
- Confirm material procurement on long lead items are submitted early to minimize potential delays.
- Complete potholing as a first item of work to verify any potential utility conflicts.
- Work with the contractor to verify the existing utility conduits have sufficient space for the new cables and that the conduits are intact.
- Coordinate with MTS regarding bus stop closures and transit center impacts.
- Verify if MTS parking lots may be used as potential staging areas.
- Confirm the contractor's materials storage and housekeeping methods leave the staging areas secured and safe at the end of their shift.
- Confirm the Contractor has the necessary traffic control to facilitate their activities; approved materials are being installed per the plans; disruptions are minimized at the bus stops; demolition work is contained to the areas shown on the plans; existing communications system remains functional; and coordinate with MTS Operations, Systems, and IT, as necessary.
- Verify pedestrian detours are in place per the approved traffic control plans and the detours are ADA compliant.
- Coordinate with the Contractor and MTS Systems personnel to get the communications infrastructure installed in the most efficient and least invasive or damaging way possible.
- Coordinate with the Contractor and MTS for owner supplied materials including the Ameron concrete poles, luminaires, and pole arms for the Pier Plaza lighting and the traffic signal poles for the Coronado Avenue and 30th Street intersection.
- Prepare and file daily diaries that are accurate in documenting the weather, location of work, notable issues or discussions that take place, location and quantity of installed work, and verify that the Contractor adheres to the safety requirements of the contract.
- Track and document work performed and installed which facilitates ease of development and/or verification of the Contractor's monthly progress payments.





- Confirm that the Contractor rehabilitates the work areas to their prior condition after any saw cutting, trenching, conduit installation, and backfilling. The listed work locations include a variety of paving finishes, including reinforced concrete with sawcut patterns, colored concrete, stamped concrete, brick, and ADA compliant installations.
- Assist the MTS Project Manager in any of the Construction Management/Contract Administration tasks
 necessary, including submittal and RFI review and responses, progress payments, correspondence to the
 contractor, notices of non-conformance or requirements for corrective action, addressing safety issues, and
 contract completion and closeout.
- Document the work and verify there are accurate and proper as-builts recorded of the work and whether the Contractor is required to provide as-builts per the construction contract, which is typical.

Storm Water Permit Compliance

Our Resident Engineer and Inspectors are experienced in reviewing and approving Water Pollution Control Plan (WPCP)/Storm Water Pollution Prevention Plans (SWPPP) and performing routine weekly inspections as well as pre/post Qualifying Precipitation Event (QPE) inspections. Prior to construction our team will perform a comprehensive review of the Contractor's stormwater plan for compliance with State Water Resource Control Board (SWRCB) Construction General Permit (CGP) Order No. 2022-0057-DWQ requirements, or - if soil disturbance is determined to be less than one acre the plan will be reviewed to ensure compliance with the city Storm Water Manual. Our staff can assist MTS with evaluating the permitting options and potentially minimize compliance exposure if determined to be less than one acre of disturbance.

If the project is covered by the CGP, as a data submitter we will complete the Notice of Intent that will include the project registration documents in the Storm Water Multiple Application and Report Tracking System (SMARTS) and through the life of the project maintain SMARTS that will include completing Changes of Information (COI), annual reporting ad-hoc sampling reports and Notice of Termination (NOT).

During construction, our staff will verify compliance with the approved SWPPP or WPCP and work closely with the Contractor to ensure that Best Management Practices (BMPs) are correctly implemented and maintained according to risk level. We will also ensure that the contractor completes all required inspections and any required sampling and analysis, including TMDLs. Our team recognizes that proactive coordination with the Contractor will decrease the pollution in run off to the Maximum Extent Practical (MEP) and the potential for storm water related violations.

MTS Experience and Knowledge

While we feel that our approach to project issues and challenges will be a key factor in delivering this project successfully, it is our MTS experience combined with our construction management know-how that is at the core of this unmatched team. The key members of this team, including KCS Project Manager Hank Gentile, KCS Resident Engineer Hassan Mustafa, and our subconsultant CAW Engineering, have all served in leadership roles in the Construction Management of major MTS projects. Plus, we have managed major bus infrastructure improvement projects, including the MTS East County Bus Maintenance Facility. Our projects include the Blue Line Crossover and Signaling Project, Trolley Improvement and Low Floor Program's Blue Line, Green Line, Orange Line and Downtown Station Improvement Projects, Mission Valley East & West, and most recently the MidCoast Trolley Extension, which was successfully brought online in November of 2021 – on time and within budget. Our team is also currently working on both the IMT Double Track and El Cajon Third Track Projects, and also completed the new Courthouse Station. This team has also participated in numerous other MTS projects, including the SDSU Station air handling and fire suppression infrastructure and the Track Upgrades on C St. between 2nd and 3rd Avenues.





CHALLENGES/RISKS

While the RFP requests that we identify two risks and propose solutions, we have chosen to include three risks/solutions, as follows:

Material and Equipment Procurement Times

Based on our experience from similar projects and our understanding of current industry trends, we know that bus shelters and traffic signal poles are long-lead materials and should be submitted and ordered as early in the project as possible to minimize the potential for delays. Additionally, the VMS poles are a potential long-lead item due to fabrication requirements. We understand that the traffic signal poles are listed as an MTS furnished item and may not require a submittal by the contractor. However, the signal foundation locations will need to be verified and may result in the need for a submittal.



One of the first orders of work should be potholing for the traffic signal foundations at the intersection of Coronado Avenue and 30th Street to verify if there are any utility conflicts. If conflicts are encountered and the utilities cannot be relocated, the proposed signal foundations may need to be moved and may result in revisions to the proposed pole sizes and mast arm lengths. Since these poles and mast arms are MTS furnished items, it is crucial to determine the actual locations for the traffic signal foundations as early as possible to confirm the sizes for the poles and mast arms. If the pole sizes need to be revised due to the new foundation locations, performing this step early in the project will help minimize potential delays and allow the contractor to begin the submittal and procurement process quickly.

On previous projects, we have used a Limited Notice to Proceed (LNTP) to allow a contractor to begin the submittal process and perform potholing without impacting contract time. The LNTP is issued ahead of the Notice to Proceed (NTP) and has specific requirements in the specifications on what activities can be performed as well as the length of the LNTP period. This is an excellent tool to help mitigate potential delays due to long-lead material procurement and allows the contractor extra time to manage to prepare quality submittal packages.

During the preconstruction meeting, we will discuss these long-lead materials with the Contractor and verify that these submittals are their first priority. Our team will expedite the review of the long-lead materials submittals in order to begin the fabrication and procurement process as soon as possible. Additionally, we will direct that our our Source Inspection subconsultant, ZTC, prioritize the inspections of the long-lead materials as to not delay the procurement process.

Existing Utilities/Existing Conduits

Several of the proposed construction activities have the potential to be impacted by existing utility conflicts. These include bus shelter footings, VMS foundations, traffic signal foundations, bus pads, conduit trenching, and horizontal directional boring. One of the contractor's first items of work will be potholing the existing utilities. If utility conflicts are found, we will work with the third-party utilities and the designer to come up with a plan which could include relocating the utility, relocating the proposed work, or incorporating the utility into the work. We have developed excellent relationships with the City of San Diego, City of Imperial Beach and local third-party utilities including SDG&E, AT&T, Cox, Crown Castle, Verizon, MCI, California American

Water, and many others. We will use these relationships to coordinate solutions to utility conflicts, establish schedules for any required relocations, and assist with coordinating the contractor's work.

Several existing conduits are planned to be utilized for the proposed work. These sizes of the existing conduits will need to be verified to determine if the proposed cables will fit. Additionally, the condition of the conduit runs will need to be verified. Any broken conduit or conduits with sub-standard radii may not be useable and new conduits may need to be installed.

Temporary Pedestrian Facilities

The work at the bus stop locations may require pedestrian detours. These pedestrian detours will need to be included in the contractor's traffic control plans. All pedestrian detours will require the proper signage and must be ADA compliant. Our team has extensive experience in reviewing and inspecting temporary pedestrian facilities. We will use the Manual on Uniform Traffic Control Devices (MUTCD) and the Caltrans Temporary Pedestrian Access Routes (TPAR) Handbook as guidelines for our reviews and inspections to verify the proper signage is used, minimum widths and maximum slopes are maintained, and a continuous pathway for travel is maintained. We will document our inspections and confirm any deficiencies are corrected immediately.



3. SCHEDULE

KCS has proposed a CM team with broad experience in delivering transit improvement projects for MTS, SANDAG, and other regional transportation agencies. Our team possesses expertise in all project work disciplines, including civil, structural, and specialty systems. Backed by our record over the last 15 years of successfully delivering the largest and most challenging projects on the MTS system, our team's knowledge and experience with the MTS system is unparalleled. We understand both the process and the documentation necessary to work with MTS in successfully negotiating a Work Order and can meet the demands of the contracting and procurement schedule for the project. Our system is geared toward servicing as-needed/on-call construction services contracts, with a Project Controls group dedicated to developing and servicing Work Orders, including the necessary monthly reports and accurate invoices.

Furthermore, the KCS team has the depth of available resources to respond to the demands of fast paced construction projects, work at multiple locations simultaneously, and support MTS should unforeseen needs arise. Once we receive the Notice to Proceed, we will get to work immediately in coordinating with both MTS and the Contractor to provide the necessary level of staffing support and service MTS needs to deliver a successful contract.

Kleinfelder is headquartered in San Diego, and our Construction Services (KCS) office and Materials Laboratory is located in Kearny Mesa. Our staff are local and are committed to serving MTS. CAW Engineering, also locally headquartered, knows the MTS system thoroughly and works regularly with KCS on MTS projects. ZTC has a long history working with KCS and have dedicated staff to serve on this project. They have team members throughout the country that can serve as "local" resources for the project's source inspection needs.

The Iris Rapid Bus Stops and Transit Center East project had a low bid of \$5.5M dollars and has a duration of 245 calendar days with work beginning around May 2024. The work is at multiple locations throughout the City of San Diego and the City of Imperial Beach We anticipate the contractor will be working at multiple bus stop locations concurrently along with the improvements at the Iris Transit Center. The early work will include the electrical/communication underground work while the shelters and VMS signs are being fabricated. Next, we anticipate the foundations for the VMS signs and bus shelters to be completed, followed by the site work and bus pads. Finally, the VMS and bus shelters will be installed along with the remaining appurtenances.

At the beginning of the construction contract, our CM team will review and work towards approving the contractor's



Baseline Schedule. This schedule establishes the contractor's intent on constructing the project and is an important document in our team's efforts in managing the construction schedule. We utilize the Baseline Schedule, in conjunction with three week look-ahead schedules and the contractor's monthly schedule updates, to:

- Manage and track project deliverables, submittals, RFIs, and change orders
- Assess construction progress and potential delays
- Identify potential work around scenarios to maintain schedule.

We will review the three-week look-ahead schedules to ensure it corresponds with the latest Monthly CPM Update and use it to verify actual dates shown in the update schedules. Prior to submitting the Monthly CPM Updates, we will meet with the Contractor to discuss the progress of the schedule activities and any proposed schedule revisions. All revisions will need to be approved prior to being incorporated into the monthly update. The monthly updates will be reviewed to ensure the actual dates are correct, only approved schedule revisions have been incorporated, and the Contractor is following their proposed work plan.

All time extensions requested by the Contractor must include a Time Impact Analysis (TIA). We will review each TIA submitted by the Contractor and prepare an independent TIA if necessary. The TIA report will include details regarding the time impact including a synopsis of the delay, timeline of impacted events, the unimpacted and impacted schedules used to create the TIA, changes made to the unimpacted schedule to create the impacted schedule, and recommended time adjustment. Any approved contract time adjustments will be included in a contract change order.

All schedule submissions will be reviewed and responded to in writing, in detail, and in a timely manner. A Schedule Submission Tracking Log will be used to track the submittal and review times of the schedules to ensure our review times comply with the requirements of the contract documents. If the Contractor fails to submit schedules within the time frames specified in the contract documents, payment to the Contractor may be withheld.

4. SUBCONSULTANTS

We have carefully assembled our team with an understanding of the project needs and MTS requirements. We have a long working history with our subconsultants and are proud of our relationships and teamwork we have developed. The follow are the subconsultants on our team and a brief description of their role:



KCS' parent company, **Kleinfelder, Inc. (KLF)**, will provide materials sampling, testing, and field certified welding inspection. Kleinfelder has served San Diego's local agencies for more than 50 years. Headquartered in San Diego with a large staff of Environmental Specialists, Source Inspectors, Materials Testers, Plant Inspectors, Geotechnical Engineers, and a Caltrans-certified laboratory, Kleinfelder's local presence and experience with MTS and other local agencies provides the advantage of working with experienced and available professionals who understand the local environment, while also being able to draw upon the extensive resources of the entire firm. While Kleinfelder is technically listed as a subconsultant team member, MTS will enjoy the benefits and efficiencies realized by working with a singularly managed team.



CA Wehsener Engineering, Inc. (CAWE) was founded by Charles Wehsener in 2007 to provide electrical construction management, inspection, and engineering services. CAWE is a local San Diego small business firm with expert staff members and over 40 years of experience. CAWE's staff not only have years of experience inspecting electrical construction work, but all have worked as electricians performing the actual work, which provides them with a greater knowledge and understanding of the work they are inspecting. They are recently provided electrical and systems construction management and inspection on the high p

rofile, SANDAG Mid-Coast Corridor Transit Project.



ZT Consulting Group, Inc. (ZTC) is a certified small business specializing in quality assurance and source inspection, forensic engineering, and structural health monitoring for public transportation projects. ZTC's team brings decades of experience in design, construction, and fabrication support services in California, including direct experience working with Caltrans Materials Engineering and Testing Services and Caltrans Office of Structural Materials (OSM) where they assisted OSM in developing and implementing a quality assurance program for source inspection. This experience provides ZTC with an exceptional working knowledge of Caltrans Source Inspection Guidelines for Local Agencies, Caltrans Specifications, OSM Practices and Procedures Manual, and FHWA Title 23 requirements.



TRC Engineers, Inc. (TRC) is a construction management firm with offices throughout Southern California, including San Diego, Encinitas, and Carlsbad. For more than 50 years, TRC has provided clients with construction management expertise to address complex engineering issues and challenges on a wide variety of projects. For this project, TRC will provide Stormwater Inspection services. TRC's engineers are experts in providing water quality monitoring, inspection, plan preparation and review, and NPDES inspections, as well as leading NPDES training sessions. Their experience includes having provided services to SANDAG for their Program Management of Stormwater Compliance and Construction Management Services contract, as well as numerous local transit and roadway projects.



Hank Gentile, PE (KCS)

Project Manager

EDUCATION/PROFESSIONAL CREDENTIALS

B.S., Civil Engineering Civil Engineer in California, No. 57280

Hank Gentile will serve as KCS' Project Manager and will be responsible for coordinating overall project activities and performance. He has managed several on-call construction management and inspection contracts and has had direct involvement on MTS projects, including serving as Project Manager for the Orange Line Courthouse Station project and Resident Engineer for the Orange Line Stations Platform Modification, Green Line Stations Platform Modification, East County Bus Maintenance Facility, and South Bay Bus Maintenance Facility. His management style is responsive, hands-on, personal, and detail oriented. Hank knows the kind of person and skill set it takes to successfully perform inspection and management duties for all types of projects, and he will ensure MTS gets the right person for each assignment.

MTS On-call Construction Management, Various Projects

Mr. Gentile has served as Project Manager for KCS' two concurrent prime as-needed construction management contracts, included our current contract. Through these contracts, KCS has worked on several task orders, including the Blue Line Traction Power Substation Installation and current Bayside Double Track IMT and El Cajon Third Track projects. As Project Manager, Mr. Gentile is responsible for implementing and managing all task orders, as well as assembling and overseeing KCS and subconsultant staff providing construction management, inspection, constructability review, document controls, and scheduling services to MTS on simultaneous projects. In addition, he provides quality control, staff management, and technical oversight.

MTS On-call Construction Management, Orange Line Courthouse Station

Mr. Gentile served as KCS' Project Manager for the \$6.8M Orange Line Courthouse Station project in San Diego, California. The project included construction of a new trolley station in downtown San Diego on C Street between Columbia Street and 1st Avenue, and the relocation of the Orange Line terminus from the Santa Fe Depot to the new station. The new station provides direct access to the new 22-story courthouse building, helps to relieve congestion at the Santa Fe Depot station, and improves overall service to the Downtown area. As Project Manager, Mr. Gentile was responsible for providing oversight to the construction management team, implementing and executing our team's quality control procedures, verifying team members were adequately equipped and trained to perform their job function, and monitoring our performance on a frequent basis with MTS.

SANDAG On-call Construction Management Services, Low-Floor Stations Downtown

Mr. Gentile serviced as Prinicipal-in-Charge/Constructability Reviewer for SANDAG's Low-Floor Stations Downtown (LFSDT) project. LFSDT was part of the SANDAG/MTS \$660M Trolley Renewal Project, an endeavor to rebuild aging trolley infrastructure on the Blue, Orange, and Green lines that included upgrading track, signaling, and communications, and modifying platforms at 35 stations to support the deployment of 65 new low-floor trolley vehicles. The LFSDT project includes a suite of improvements to meet low floor program objectives at five signature trolley stops throughout the heart of downtown San Diego's East Village, Gaslamp, and Civic Core neighborhoods where existing stations were reconstructed to accommodate the new low-floor trolley vehicles. Project elements included demolition and reconstruction of five trolley stations; station paving; platform shelter structures; site furnishings and signage; lighting; landscaping; traffic signal modification; and signal, communications, and electrical infrastructure. Accessibility improvements were a primary feature of the LFSDT project. Platform crossfall, slope, new code compliant curb ramps, seating, and signage were all incorporated into the platform improvements. Aesthetic improvements included steel fabricated shelters to minimize view blockage and to provide maximum shelter from the elements, and also included built-in seating. Each station was constructed with new precast architectural pavers, Lithocrete architectural concrete, and architectural barrier railings. The 12th and Imperial Transfer Station included the installation of two new 115 RE No. 6 turnouts and 150 feet of new track work.

SANDAG On-call Construction Management Services, Green Line Station Platform Modifications

Mr. Gentile served as the Resident Engineer on the Green Line Station Platform Modifications project. This \$8.5M project consisted of modifications to eight stations that can accommodate the new low floor vehicles. The original Green Line Contractor was unable to perform. Mr. Gentile worked with SANDAG to reduce the contract scope to two stations, which were completed by subcontractors at Mr. Gentile's direction. He managed the construction of the remaining six stations through three separate JOCs. Mr. Gentile coordinated with active MTS trolley lines as well as NCTD operations and had the overall responsibility for quality assurance inspection, administration, and lead a team of field engineers, office engineers, and administrative support staff to complete this project. Mr. Gentile also participated in the constructability reviews by providing comments on the plans and specifications and identifying potential claims before they arise during construction.

SANDAG On-call Construction Management Services, Orange Line Stations Modifications, Downtown

Mr. Gentile served as the Resident Engineer for the Orange Line Station Modifications project, responsible for issue resolution, project completion, and closeout. As part of the Trolley Renewal project, the Orange Line Modifications included replacing older



vehicles with new low-floor vehicles and the raising of platforms to accommodate faster and level boarding. Station improvements included larger shelters with new furnishings, digital next arrival signs, and upgrades to the track and train signaling system. At SANDAG's request, Mr. Gentile took over as Resident Engineer for the project and negotiated many outstanding change orders with the Contractor, bringing the job to completion. These projects were all constructed under active trolley operations and required constant coordination with MTS and NCTD. Mr. Gentile's responsibilities included leading a team of field engineers/inspectors, office engineers, and administrative support staff, and contract administration.

SANDAG On-call Construction Management Services, MTS East County Bus Maintenance Facility

Mr. Gentile served as the Resident Engineer for SANDAG's \$45M East County Bus Maintenance Facility (ECBMF) project in El Cajon, California. This expansion and renovation project included a new 34,500-square-foot steel moment-frame high-bay maintenance building, a new state-of-the art compressed natural gas (CNG) fueling station, a new 10,275-square-foot administrative building, and reconfiguration of staff and bus parking. The project required significant interface and communication with MTS management and staff, the City of El Cajon, as well as utility coordination efforts. The project was constructed in phases to maintain existing bus operations, fueling, and bus and employee parking. Extensive coordination with MTS was required upon completion of the new structure to transfer and resume operations in the new facility. Once completed, the old facility was demolished, and the site paved to accommodate additional bus parking. Prior to construction, Mr. Gentile participated in a multi-disciplinary constructability review, which included working with project designers to resolve comments developed during the review. During construction, Mr. Gentile was responsible for project management, contract administration – including negotiating change orders and resolving disputes, construction engineering, and project communication and coordination. The result was a successful project closeout with no claims or unresolved issues, and a completed facility that is major upgrade for the bus operations and maintenance personnel.

SANDAG On-call Construction Management Services, South Bay Bus Maintenance Facility Demolition and Various Projects
Mr. Gentile served as Lead Senior Engineer for the \$5M demolition and site preparation project at the MTS South Bay Bus
Maintenance Facility. The project consisted of expanding the MTS bus maintenance facility grounds located on Main Street in Chula
Vista, and included the demolition and removal of seven building structures and two masonry block retaining walls. The building
removals were necessary to accommodate a proposed parking lot which included 222 parking stalls, 57 bus parking stalls, and the
future construction of a 50,400-square-foot bus maintenance building. Mr. Gentile served as Resident Engineer during the
demolition phase, and performed a pre-construction constructability review, which included 96 detailed comments, a letter report

SANDAG On-call Construction Management Services, Mid-Coast Corridor Transit Project

summarizing the major findings, a photo log, and quantity check calculations.

Mr. Gentile is currently serving as the Structures/Stations Representative for SANDAG overseeing the Construction Management team for the nine trolley Stations being constructed on the Mid-Coast Corridor Project. Work includes the construction of nine new stations; including four at-grade stations—Tecolote Road, Clairemont Drive, Balboa Avenue, and VA Medical Center; and five stations with elevated passenger platforms and at grade plazas—Nobel Drive, Pepper Canyon, Voigt Drive, Executive Drive, and the UTC Transit Center. In addition, Mr. Gentile is assigned a coordination and oversight role for the construction of two multi-level parking structures at the Nobel Drive and UTC Transit Center Stations. His work on this part of the project includes oversight and coordination with the Construction Management/Quality Assurance group, close coordination with the Contractor, change order development and negotiation, and coordination with the Systems group and other disciplines, including the design team.

SANDAG On-call Construction Management Services, Mid-Coast Corridor Transit, Segment 4, Genesee Viaduct

Mr. Gentile served as Structures Representative for Genesee Viaduct portion of Segment 4 of SANDAG's \$2.1B Mid-Coast Corridor Transit project. With a construction value of \$54M, the 12-frame, 5,700-foot-long Genesee Viaduct incorporated multiple structure types, including the first use of spliced precast bathtub girders in California and two frames of cast-in-place/prestressed concrete box girders (CIP/PS) with extended platform slabs to accommodate passenger loading at stations. The construction process utilized self-weight prestressing, as well as splice and continuity prestressing. Mr. Gentile led the quality assurance efforts for this complex and innovative bridge that was constructed down the middle of Genesee Avenue, a main thoroughfare in one of San Diego's busiest commercial areas. The Mid-Coast project extends Blue Line trolley service north from the Santa Fe Depot in downtown San Diego to the University City community. Segments 3 and 4 includes five stations and is largely comprised of elevated guideway. Additional work includes widening Genesee Avenue from Regents Road to La Jolla Village Drive, barrier installation, road restriping, utility relocations, median and sidewalk demolition, and traffic control.

Michalle Beringhaus, CCM, PMP (KCS)

Task Order Manager

Michalle Beringhaus has 23 years of experience as a Senior Project Controls Manager. She performs a variety of assignments requiring the application of project scheduling, cost, and estimating techniques. Her role requires exercising independent judgement in evaluating, selecting, and applying standard scheduling, cost-control and estimating techniques, procedures, and criteria to make minor adaptations and modifications. Ms. Beringhaus assists our Project Managers and Program Managers with the development, organization, and analysis of project data such as fee estimates, earned value analysis, status reports, cost reports, backlog projections, and a multitude of resource needs. She has also been responsible for financial and administrative support in the

EDUCATION/PROFESSIONAL CREDENTIALS

B.S., Landscape Architecture

A.S., Nursing LPN

CMAA Certified Construction Manager (CCM), No. 29230

PMI Certified Project Management Professional (PMP), No. 2931105

ACEC Prevailing Wage Committee Member; Lorman Prevailing Wage Training (2010 Lorman Seminar 385943), AGC; Prevailing Wage Training, LCP Tracker Prevailing Wage; Training, PRISM Prevailing Wage

management of projects including pricing, scope, tracking, and project performance measurement. She excels in developing staffing plans and fee estimates, maintaining program and project schedules for Project Managers, analyzing critical path and constraints to determine the effect of changes to the schedule, providing recommendations for corrective actions, and supporting project teams in all aspects of document management. Ms. Beringhaus performs a variety of additional project tasks, such as permit applications, agency regulation coordination, project funding, community relations, and project correspondence. Her responsibilities also consist of performing contract administration and ensuring contract requirements are upheld in conjunction with all legal teams.

City of Chula Vista On-call Construction Management Services, Various Projects

Ms. Beringhaus provides Labor Compliance Administration for the City of Chula Vista on numerous projects for this as-needed construction management services contract. Ms. Beringhaus verifies compliance with the City's standards and prevailing wage requirements by reviewing certified payroll records and submitted documentation for these contractors, and coordinates with the Resident Engineer regarding possible violations and discrepancies. KCS is providing construction management and inspection on a variety of capital improvement projects for the City, including street pavement rehabilitation, storm drain, sewer, and sewage pump station construction and rehabilitation; traffic signal modifications; street widenings; ADA curb ramp and sidewalk replacements; as well as signage and striping.

City of San Diego West Mission Bay Drive Bridge Replacement

Ms. Beringhaus provided Task Order Management and Labor Compliance services for this high-profile \$110M City of San Diego bridge replacement project. Two new structures, which span the San Diego River, replace the previous, functionally obsolete structure to increase traffic capacity and provide upgraded bike facilities and pedestrian walkways. The structures feature post-tensioned concrete box girder superstructures, deep pile foundations, and unique architectural features constructed in stages to maintain open lanes of traffic and minimize impacts to the public. Ms. Beringhaus reviewed and submitted certified payroll records, provided prevailing wage monitoring, and coordinated with the Resident Engineer regarding possible violations and discrepancies. Additionally, she managed and tracked the project certified payroll documents utilizing the City's PRISM software.

Caltrans District 11 On-call Construction Management Services, Various Projects

Ms. Beringhaus serves as the Assistant Task Order Manager for this as-needed construction management services contract, worth nearly \$24M covering San Diego County. Her responsibilities include assisting with the development of task orders and cost proposals, development of detailed staffing plans, and costs-to-complete. Ms. Beringhaus coordinates with the subconsultant team members to develop subconsultant agreements and task orders. In addition, Ms. Beringhaus has been instrumental in the development and hands-on use of an in-house customized web-based contract and task order management tool dubbed WoPr, a central interface to house all information related to task orders and contracts. Using this tool, Ms. Beringhaus efficiently prepares and maintains projections, uploads actual invoices, and generates a myriad of reports that are compiled into a monthly report.

SANDAG On-call Construction Management Services, Various Projects (Contracts 5001073 and 5007804

Ms. Beringhaus serves as a QA/QC I professional and also as the Assistant Task Order Manager for these as-needed construction management services contracts. Contract 5001073 is complete and totaled nearly \$35M worth of work. Contract 5007804 has a not-to-exceed value of \$60M, of which the firm has encumbered \$18M to date. Her responsibilities include assisting with the development of task orders including preparation of cost proposals and developing detailed staffing plans and costs-to-complete. Ms. Beringhaus coordinates with the subconsultant team members to develop subconsultant agreements and task orders. In addition, Ms. Beringhaus has proved instrumental in the development and hands-on use of an in-house customized web-based contract and task order management tool dubbed WoPr, a central interface to house all information related to task orders and contracts. Using this tool, Ms. Beringhaus efficiently prepares and maintains projections, uploads actual invoices, and generates a myriad of reports.



Hassan Mustafa, PE, QSD (KCS)

Assistant Resident Engineer

Hassan Mustafa has 32 years of experience in the transportation industry, including rail, transit, and highway work for agencies such as Caltrans, MTS, SANDAG, OCTA, and County of San Diego. Hassan is a multifaceted engineer who has a proven track record of completing high-quality projects on time and within budget. Hassan's experience also includes five years as a Project Manager for paving contractor, Pave Tech, during which time he was the sole Project Manager on over \$200M in construction contracts and the single point of contact on over 100 individual construction projects including roadway, runway, taxiway, and parking lot reconstructions. Hassan is well-versed in the allocation and management of staff,

EDUCATION/PROFESSIONAL CREDENTIALS

B.S., Civil Engineering
Civil Engineer in California, No. 53489
Qualified SWPPP Developer in California, No.
C53489 (SMARTS)
Construction Quality Control Management
Certificate; Previously Certified Project
Management Professional; California Gold
Award for Partnering; CAL/OSHA 10-Hour

Construction Safety and Health Training

contract administration, contract compliance, construction inspection, and problem resolution. His diverse and extensive experience makes him a valuable member of any project team.

San Diego MTS El Cajon Third Track

Mr. Mustafa is currently serving as Resident Engineer. This project is constructing an additional track and station platform modifications that enable both the Green and Orange Lines to terminate at the El Cajon Transit Center. These modifications will allow MTS to operate with ease over an intermittently delayed one-mile track segment between Gillespie Field Station and Santee, by introducing a two-car trolley shuttle at the El Cajon Transit Center. The El Cajon Transit Center currently has at grade tracks at Palm Avenue and are grade separated at Main Street. Mr. Mustafa's responsibilities include managing inspection staff and quality assurance testing. He is responsible for ensuring contractor compliance with contract documents as well as chairing weekly progress meetings. Furthermore, Mr. Mustafa reviews and responds to submittals and RFIs, and negotiates and generates contract change orders.

San Diego MTS Bayside Double Track IMT

Mr. Mustafa serves as the Advisor to the Resident Engineer for MTS' Bayside Double Track IMT Project located at the 12th and Imperial Station in San Diego, CA. The project consists of a new second track on the Bayside Trolley Line, a new station platform, a new double crossover, upgrades to the overhead catenary system (OCS), modifications to the existing train signal system, reconstructing an access road, upgrades to drainage, and relocation of pedestrian canopy structures. Bid alternatives for other improvements include replacing several track turnouts, and upgrades to other site facilities. Mr. Mustafa is currently providing assistance to the Resident Engineer in managing inspection staff as well as assurance testing. He also assists in ensuring compliance with all contract documents and chairing weekly progress meetings. Moreover, Hassan aids in reviewing and responding to submittals and RFIs as well as negotiating and generating contract change orders.

San Diego MTS/SANDAG Orange Line Courthouse Station

Mr. Mustafa served as the Resident Engineer for the \$6.8M Orange Line Courthouse Station project in San Diego, California. The project included construction of a new trolley station in downtown San Diego on C Street between Columbia Street and 1st Avenue, and the relocation of the Orange Line terminus from the Santa Fe Depot to the new station. The new station provides direct access to the new 22-story courthouse building, helps to relieve congestion at the Santa Fe Depot station, and improves overall service to the Downtown area. As Resident Engineer, Mr. Mustafa was responsible for all facets of construction management for the project including writing daily reports, generating and negotiating change orders, reviewing and commenting on submittals and RFIs, supervising multiple inspectors, coordinating with all stakeholders, generating Contractor payments, maintaining document control, and contract closeout.

City of Chula Vista On-call Construction Management Services, Major Pavement Rehabilitation FY 18/19 (STM0397)

Mr. Mustafa served as a Resident Engineer on this \$2.2M pavement rehabilitation project for 17 locations on streets throughout the City. This project involved various types of asphalt concrete paving improvements including leveling courses, overlays using conventional hot mix or rubberized hot mix asphalt, and asphalt rubber aggregate membrane chip seal. Other improvements included concrete curb and gutter, ADA (Americans with Disabilities Act) curb ramps, sidewalk, and stamped concrete median, asphalt concrete dike, installation of vehicle detection loops, and permanent thermoplastic and paint striping. Mr. Mustafa was responsible for inspecting daily field work to ensure compliance with the contract plans and specifications, managing field staff and inspectors, writing daily logs, monitoring quantities to ensure no overruns, chairing weekly progress meetings, reviewing and responding to submittals and RFIs (Request for Information), and negotiating and writing contract change orders.

Shawn Stewart (KCS)

Civil Inspector

Shawn Stewart has over 30 years of progressive construction management and inspection experience on a wide range of projects, including pavement rehabilitation, annual slurry seal improvement projects, polyester concrete overlay, bridge deck and structure rehabilitation, roadway widenings, realignments and new alignments, trolley station improvements, light and heavy rail improvements, and bus facility improvements. He has provided inspection for mass grading, utilities infrastructure,

EDUCATION/PROFESSIONAL CREDENTIALS

CAL/OSHA 10-Hour Construction Safety and Health Training Caltrans Construction Division Field Office

Procedures Training

MTS Roadway Worker Protection Training; NCTD Railroad Worker Protection Training; BNSF/UPRR Railroad Worker Protection Training

drainage structures, pedestrian bridges, retaining walls, sidewalks, curbs and gutters, Americans with Disabilities Act (ADA) compliance and rehabilitation projects, hot-mix asphalt (HMA) paving, slurry seals, box culvert and storm drain channels, parking lots, and underground utilities. Mr. Stewart has excellent communication skills and has proven to be an effective client/owner representative by responding to concerns of local businesses and property owners impacted by adjacent projects. He is also well versed with inspection of SWPPP and Manual on Uniform Traffic Control Devices (MUTCD).

SANDAG On-call Construction Management Services, Blue Line Station Rehabilitation and Rail Replacement

Mr. Stewart served as a Civil Inspector on the \$58M Blue Line Station project. In this role, he was responsible for maintaining records of redline field modifications; ADA and Federal Railroad Administration (FRA) compliance; quality assurance inspection of platforms, shelters, and public right-of-way areas; traffic control (roadway and pedestrian); station acceptance; and release inspections. Mr. Stewart also performed field inspection for Trolley Overhead Contact Systems (OCS), foundations/poles, and signaling. Additional duties included performing public relations services to affected businesses and public entities during pre-construction, construction, and post-construction.

SANDAG On-call Construction Management Services, Green Line Station Platform Modifications

Mr. Stewart served as a Civil/Station Inspector on the Green Line Station Platform Modifications Project. This \$8.5M project consisted of modifications to eight stations to accommodate new low floor vehicles. Mr. Stewart was responsible for inspection of all work items on the platform modifications, including demolition, excavation, trenching, grading, structural, and minor concrete, as well as asphalt concrete (AC) paving and placement of station amenities. Mr. Stewart also represented SANDAG through their Public Outreach Program, communicating with residents, homeowner associations (HOAs), and local businesses throughout the duration of the project.

SANDAG On-call Construction Management Services, South Bay Bus Rapid Transit Segment 1B

Mr. Stewart served as a Civil Inspector on the South Bay Bus Rapid Transit (SBBRT) Segment 1B project. This segment of the SBBRT includes two new stations along a two-mile route, through the master planned Otay Ranch community of Chula Vista. The completed SBBRT provides frequent, rapid, and reliable bus service to help minimize traffic congestion along a major transportation corridor, offers service to areas not currently served by Rapid transit, and improve travel times by utilizing dedicated transit-only lanes, traffic signal priority, limited station stops, and real-time passenger information. Mr. Stewart was responsible for inspecting the civil improvements on the project, including grading, excavation and construction of the BRT guideway, utility service installations, and realignments and improvements. Additionally, he inspected storm drain piping, structures and tie-ins to existing storm drain facilities, recycled and potable water services, pathways and sidewalks, curb and gutter improvements including ADA improvements, hot-mix asphalt paving and overlays, signalization at the intersections, regulatory signage and striping, and landscaping and irrigation. He coordinated with Otay Water District, Department of Environmental Health, City of Chula Vista, and Federal Transportation Administration for barrier rail construction and public facilities inspection.

SANDAG On-call Construction Management Services South Bay Bus Maintenance Facility Improvements Project

Mr. Stewart served as a Senior Inspector for this \$5.5M project that consisted of upgrading the existing MTS bus maintenance facility and administration buildings located on Main Street in Chula Vista, California. His responsibilities included inspection of the demolition of existing building facilities, including HazMat and utility terminations, mass grading, new utility services, and existing service upgrades (electrical, water, fire, and communications). This project required coordination with multiple agencies such as SDG&E, Verizon, and City services, including water, sewer, storm drain, and fire services. Site improvements included over-excavation, grading, curb, gutter, asphalt paving, and slurry seal of parking lots.

Vivan Chow (KCS)

Office Engineer

Vivian Chow has five years of construction project administration and office

EDUCATION/PROFESSIONAL CREDENTIALS

B.S., Engineering Management CAL/OSHA 10-Hour Construction Safety and Health Training

engineering experience with background in the transportation, structural and miscellaneous steel, marine, and general construction sectors. Her responsibilities included preparing project submittals and RFIs, preparing monthly pay estimates, generating construction change orders (CCO), reviewing as-built markups, calculating extra work cost estimates, attending pre-construction building information modeling (BIM) meetings, field and marine surveying, project progress reporting, and document control. Ms. Chow has also served as a project engineer for a wide variety of construction projects including educational facilities and marine construction maintenance.

San Diego MTS El Cajon Third Track

Ms. Chow is currently serving as Office Engineer. This project is constructing an additional track and station platform modifications that enable both the Green and Orange Lines to terminate at the El Cajon Transit Center. These modifications will allow MTS to operate with ease over an intermittently delayed one-mile track segment between Gillespie Field Station and Santee, by introducing a two-car trolley shuttle at the El Cajon Transit Center. The El Cajon Transit Center currently has at grade tracks at Palm Avenue and are grade separated at Main Street. Ms. Chow's responsibilities include drafting and transmitting construction change orders, preparing Q-sheets for monthly pay estimates, and producing independent cost estimates (ICE) for change order backup.

Caltrans District 11 Traffic Maintenance

Ms. Chow served as office engineer for Caltrans District 11 Traffic Maintenance team. She drafted and transmitted construction change orders, prepared Q-sheets for monthly pay estimates, and produced independent cost estimates (ICE) for change order backup. As office engineer, she also observed night work asphalt paving operations related to the project change orders.

Caltrans District 11 Commercial Vehicle Enforcement Facility

Ms. Chow served as Office Engineer for the Caltrans Commercial Vehicle Enforcement Facility (CVE) project. In her role as office engineer, she assisted in preparing and transmitting formal responses to RFI's and Submittals and maintaining RFI and Submittal logs. She attended weekly construction meeting and recorded and distributed meeting minute notes to the Contractor and Caltrans personnel. Ms. Chow also calculated item adjustment analyses, completed Utility Account Action Request forms, prepared Q-sheets for monthly pay estimates, and provided document control for the project.

SANDAG Mid-Coast Corridor Transit Project

Ms. Chow served as Office Engineer for the SANDAG Mid-Coast Corridor Transit Project. In this role, she produced monthly pay estimates, verified construction in the field, reported project construction and financial progress on a weekly and monthly basis, resolved non-conformance reports, logged QC/QA inspections, performed force account analyses, prepared Q-sheets and validated contractor billings for payment, and conducted project close-out tasks including as-built marks-ups and document control. Ms. Chow also utilized SANDAG's cost management system (CMS) to draft and execute construction change orders; register bid item and extra work payments; and generate financial reports.

El Modena High School Science Center

Ms. Chow served as project engineer for the construction of this high school science center building. In this role, she attended preconstruction BIM meetings to resolve construction conflicts with other sub-trades during the design process and provided steel delivery and erection dates for the project schedule. She was responsible for preparing shop drawing submittals, submitting inspection requests for shop welding and bolting during the fabrication process, RFIs, reviewing erection and shop drawings, and purchasing raw materials and logging material ID. Ms. Chow utilized Tekla to submit purchase orders for raw materials, reinforcement, and other resources necessary for fabrication; create cut lists for the CNC machine; and prepare shipping tickets for deliveries of steel members, tools, and equipment to the project site.

University of California, Riverside Plant Research 1

Ms. Chow served as a Project Engineer for this state-of-the-art University of California Riverside project. Construction included a two-story, 30,000-square-foot building comprised of concrete, steel, and glass. The completed plant research facility is being used for agricultural sciences and research and includes 16 greenhouse modules that enable researchers to conduct experiments in various climate zone ranges. As a Project Engineer, Ms. Chow attended BIM meetings to coordinate structural design with other subtrades. Additionally, she coordinated with the subcontractor to meet product deliverables and communicated with the project owner to discuss schedule adjustments.



Mark Plotnikiewicz, PE, QSD (KCS)

Scheduling Engineer

Mark Plotnikiewicz has 33 years of professional engineering experience providing construction management for a variety of transportation and public works projects as a Lead Schedule Engineer, Resident Engineer, Structures Representative, Lead Constructability Reviewer, and Design

EDUCATION/PROFESSIONAL CREDENTIALS

B.S., Civil Engineering
Civil Engineer in California, No. 58609
Qualified SWPPP Developer in California, No. 20057
CAL/OSHA 10-Hour Occupational Safety and
Health Training

Engineer. He has served as a Senior Schedule Engineer and Constructability Reviewer for several large on-call contracts for owner/agencies such as SANDAG, San Diego MTS, Caltrans, and the City and County of San Diego; as well as for numerous high-profile projects like the MTS Orange Line Courthouse Station project, SANDAG Oceanside Transit Center Third Track and Platform Improvements project, SANDAG Sorrento to Miramar Double Track Phase 1, and many others. Mr. Plotnikiewicz is an expert at developing, reviewing, and accepting project baseline schedules; determining schedule impacts of proposed or required changes; developing Time Impact Analyses; and identifying methods to prevent potential schedule slips. He is well-versed in Primavera P6, Microsoft Project, and other scheduling software. Overall, Mr. Plotnikiewicz brings a comprehensive understanding of all aspects of construction management, including project management, contract oversight, constructability review, project scheduling, QA/QC oversight, civil and structural inspection, and client coordination.

San Diego MTS El Cajon Third Track

Mr. Plotnikiewicz is currently serving as Schedule Engineer. This project is constructing an additional track and station platform modifications that enable both the Green and Orange Lines to terminate at the El Cajon Transit Center. These modifications will allow MTS to operate with ease over an intermittently delayed one-mile track segment between Gillespie Field Station and Santee, by introducing a two-car trolley shuttle at the El Cajon Transit Center. The El Cajon Transit Center currently has at grade tracks at Palm Avenue and are grade separated at Main Street. Mr. Plotnikiewicz's responsibilities include reviewing the baseline schedule, monthly update schedules and Time Impact Analysis. He worked directly with the project team to provide an in-depth review of the schedule when the contractor significantly revised the proposed project staging.

San Diego MTS Bayside Double Track IMT

Mr. Plotnikiewicz serves as the Schedule Engineer for MTS' Bayside Double Track IMT Project located at the 12th and Imperial Station in San Diego, CA. The project consists of a new second track on the Bayside Trolley Line, a new station platform, a new double crossover, upgrades to the overhead catenary system (OCS), modifications to the existing train signal system, reconstructing an access road, upgrades to drainage, and relocation of pedestrian canopy structures. Bid alternatives for other improvements include replacing several track turnouts, and upgrades to other site facilities. Mr. Plotnikiewicz's responsibilities include reviewing the baseline schedule, monthly update schedules and Time Impact Analysis.

San Diego MTS Orange Line Courthouse Station

Mr. Plotnikiewicz served as Project Scheduler for this \$6.8M Orange Line Courthouse Station project in San Diego, California. The project included construction of a new trolley station in downtown San Diego on C Street between Columbia Street and 1st Avenue, and the relocation of the Orange Line terminus from the Santa Fe Depot to the new station. The new station provides direct access to the new 22-story courthouse building, helps to relieve congestion at the Santa Fe Depot station, and improves overall service to the Downtown area. Mr. Plotnikiewicz was responsible for reviewing baseline CPM schedules, monthly update schedules, and Time Impact Analyses (TIA). He prepared independent TIAs based on the project records to verify if the Contractor-prepared TIAs were valid and created "what-if" schedules to assess potential project impacts.

SANDAG On-call Construction Management Services, Kearny Mesa Bus Rapid Transit Constructability Reviews

Mr. Plotnikiewicz served as the Project Manager and Lead Constructability Reviewer for the Kearny Mesa Bus Rapid Transit (BRT) project, which will consist of five new Rapid bus stations along Clairemont Mesa Boulevard and includes Transit Signal Priority (TSP) technology, new station shelters, lighting, digital displays, protected bike lanes, larger platforms, pedestrian ramps, striping, crosswalks, signage, and secure bike parking. As Project Manager, Mr. Plotnikiewicz implemented quality control procedures, verified reviews were preformed thoroughly and accurately, prepared project deliverables, and monitored team performance on a frequent basis with SANDAG. Additionally, he was responsible for developing scope and fee estimates for each of the individual task orders. As a Constructability Reviewer, Mr. Plotnikiewicz was responsible for reviewing and creating CPM schedules, verifying proposed staging, establishing schedule efficiencies, and addressing areas of potential claims.

Chuck Wehsener, PE (CAWE)

Lead Systems Engineer

freeway projects.

EDUCATION/PROFESSIONAL CREDENTIALS

B.S., Electrical Engineering Electrical Engineer in California, No. E14977

Charles Wehsener has over 32 years of experience in construction management and design of electrical facilities, including 13 years at Caltrans District 11 where he spent six years in the electrical design department and served as a Resident Engineer and Senior Construction Engineer in charge of all electrical construction in District 11. He has also had three years of experience with SANDAG where he was the Systems Engineer. Chuck founded C.A. Wehsener Engineering, Inc. over 10 years ago and serves as a consultant to numerous public agencies providing electrical construction management on rail and

SANDAG On-call Construction Management Services, Mid-Coast Trolley Extension Project

Mr. Wehsener serves as Senior Construction Systems Manager on the \$2.1B Mid-Coast Corridor Transit project that will extend Trolley service from the Santa Fe Depot in downtown San Diego to the University City community, serving major activity centers such as Old Town, University of California San Diego, and the Westfield UTC mall. Project elements include nine stations, elevated structures, traction power and overhead catenary, railroad signal and systems communications, cut and cover, and two freeway crossings. Mr. Wehsener is responsible for providing quality assurance on over \$150M worth of work, including dry utility relocations; City of San Diego traffic signals and lighting; fiber optic communication systems for NCTD and MTS; and station electrical systems including buildings, elevators, and fire life safety systems.

SANDAG On-call Construction Management Services, Various Projects

Mr. Wehsener's work through this on-call contract has included a \$40M Railroad Signaling and Crossover project; \$5M Aerial Fiber Optic and Signal Cable Installation project; and six job order contracts installing fiber optic, electrical, and communication systems at trolley stations. Additionally, Mr. Wehsener assisted with coordinating the electrical work on the MTS Trolley's low floor improvement projects, which included more than 10 different contracts involving new stations and modifications to the signaling system. He has also done constructability reviews on station electrical and communications, fiber optic systems, roadway lighting and signalization, and building electrical systems.

SANDAG Mission Valley East Track and Systems Contract

Mr. Wehsener served as Project Manager/Resident Engineer on the \$47M Mission Valley East extension project, which involved installation of track and systems, including signaling, traction power, communications, and surveillance. Mr. Wehsener coordinated the systems work on the San Diego State University (SDSU) underground station which included intrusion protection, local operating network (LON), closed circuit television (CCTV), fire life safety, and radio communication. This required extensive coordination with SDSU, San Diego Fire Department, and San Diego Sheriff's Department.

Caltrans District 11 On-call Construction Management Services, I-15 Corridor

Mr. Wehsener served as Assistant Resident Engineer on 11 construction contracts along the I-15 corridor. His duties included negotiating change orders, reviewing design changes, coordinating tolling equipment installation, working with SDG&E on new service installations, testing fiber optic systems, working with Transportation Management Center (TMC) and IT staff on installation of network equipment, and assisting with the overall commissioning of electrical and communication systems. Mr. Wehsener also assisted with layout and design of the moveable barrier system guide wire and inspected the electrical systems associated with the Barrier Transfer Machine Maintenance Facility.

Caltrans District 11 Electrical Construction Engineer, Various Projects

Mr. Wehsener served as the District Electrical Construction Engineer supervising electrical inspectors assigned to all construction projects in District 11. His responsibilities included constructability reviews, cost estimating, change order concurrence and approval, and supervision. His staff provided all inspection on electrical systems and overhead sign installations. Mr. Wehsener also assisted the material department with inspection of electrical components.

Caltrans District 11 Electrical Construction Engineer, Fiber Optic Communication Projects

Mr. Wehsener served as Electrical Construction Engineer on various fiber optic communication projects totaling over \$20M. The projects included changeable message signs, traffic monitoring stations, and closed-circuit television camera systems all linked to the Caltrans Transportation Management Center through fiber optic communications. Mr. Wehsener also supervised inspection staff on Caltrans electrical projects including traffic signals, highway lighting, ramp metering, highway advisory radios, weigh-in-motion stations, and facilities electrical distribution systems.

Thomas Wehsener, PE (CAWE)

EDUCATION/PROFESSIONAL CREDENTIALS

Electrical Union Apprentice Program

Electrical/Communications Inspector

Thomas Wehsener has over 30 years of experience in the electrical construction

industry. He has served as project manager, estimator, and foreman on large industrial projects overseeing millions of dollars' worth of electrical work. He has been an inspector on large transportation projects and has been educated through the electrical union apprentice program.

SANDAG On-call Construction Management Services, Mid-Coast Trolley Extension Project

Mr. Wehsener serves as Senior Construction Systems Manager on the \$2.1B Mid-Coast Corridor Transit project that will extend Trolley service from the Santa Fe Depot in downtown San Diego to the University City community, serving major activity centers such as Old Town, University of California San Diego, and the Westfield UTC mall. Project elements include nine stations, elevated structures, traction power and overhead catenary, railroad signal and systems communications, cut and cover, and two freeway crossings. Mr. Wehsener is providing quality assurance inspection for various items of work, including traffic signals and lighting, new meter services, utility relocations and street widening, as well as trolley systems such as overhead catenary system, traction power system, railroad signaling system, fiber optic network, station electrical systems, fire life safety, and building electrical systems.

SANDAG On-call Construction Management Services, Various Projects

Mr. Wehsener served as an Electrical Inspector on the Aerial Fiber Optic installation Project, Green Line Station Modifications, Bus Maintenance Facility, Downtown Station Improvements, Blue Line Crossover and Signaling, and Blue Line Station Improvements. Mr. Wehsener ensured Contractor's work complied with contract plans and specifications, coordinated new electrical and telephone services with SDG&E and AT&T, and worked with SANDAG and MTS to standardize the stations' communication and electrical systems.

Caltrans District 11 I-15 Managed Lanes, Units 1, 2, and 3 South

Mr. Wehsener served as an Electrical Inspector on Units 1, 2, and 3 South of the I-15 Managed Lanes project. The I-15 Managed Lanes project is a new 20-mile stretch of high-occupancy toll lanes constructed within the existing median along I-15 and allowing buses to enter and exit the highway via dedicated on- and off-ramps. Highway authorities manage the lanes by using a moveable median barrier to change the number of lanes in each direction depending on traffic flow. Project elements included lighting, traffic signals, ramp meters, fiber optic communication systems, changeable message sign systems, and closed-circuit television (CCTV) system. Mr. Wehsener ensured Contractor's work complied with contract plans and specifications. He additionally coordinated new services with SDG&E and AT&T.

Intuit Headquarters, Various Projects

Mr. Wehsener served as Foreman responsible for the electrical work on a new office building for Intuit. The project included office space, commercial kitchen, and elevators. Mr. Wehsener's responsibilities included coordinating work with other trades, scheduling, working with city inspectors, and supervising electricians and subcontractors including elevator subcontractor.

Canyon Crest High School, Various Projects

Mr. Wehsener served as a Foreman responsible for the complete electrical installation at Canyon Crest High School, including underground, distribution, transformers, panel boards, feeders, elevators, site lighting, and commercial kitchen. Mr. Wehsener's responsibilities included coordinating work with other trades, scheduling, working with City inspectors, and supervising electricians.

Farzad Tasbihgoo, PhD, PE, CQA, CWI, PCI III (ZTC)

Source Inspection Project Manager

Farzad Tasbihgoo is a registered civil engineer with the State of California, Certified Welding Inspector (CWI), and Certified Quality Auditor (CQA) with American Society for Quality (ASQ) with about 19 years of work experience in design, structure construction, and QC/QA on public transportation projects. He has a strong engineering design background with extensive experience in verification inspection, surveillance audits, and quality assurance services. He has assisted numerous local agencies in the design and construction of their public projects. He has developed and implemented QMP, SIQMP, and construction QC/QA specifications on numerous projects. Farzad has a well-earned reputation for his knowledge of Caltrans Standard Specifications and Greenbook specifications within Caltrans METS, District, and Structure Construction. He has extensive working knowledge of welding codes (AWS), weld inspection, and steel fabrication with railroad code (AREMA). He assisted

EDUCATION/PROFESSIONAL CREDENTIALS

PhD, Civil Engineering
M.S., Structural Engineering
B.S., Civil Engineering
Professional Civil Engineer in California, No.

AWS CWI (FCM) in California, No. 11081291 ACI Concrete Field-Testing Grade I, No. 1226819 ASQ CQA, No. 67819

PCI Level III No. 14342; PCI Level II No. 12221; PCI Level I No. 12222

Executive Board Member of Southern California Construction Management Association of America (CMAA); UPRR Safety Training, 2016/2017; State of California - Safety Assessment Program - DSW Evaluator ID 64449

Caltrans steel committee in implementing Electroslag Welding (ESW) requirements in one of the first Caltrans projects utilizing ESW in District 8.

LACMTA (Metro) Soundwall Package 11 (Los Angeles, CA)

The project is constructing sound walls along the State Route 170 and Interstate 405 Freeways in the City of Los Angeles and the County of Los Angeles. There are to be eight bridge widenings and 28,592 linear feet of sound wall and retaining walls. Mr. Tasbihgoo is the project senior quality engineer responsible in the development and implementation of project quality management plans for construction and source. He has reviewed numerous submittals, audit project quality activities, responded to RFIs, review fabricator's QC plans, and performed quality verification on various fabricators.

RCTC I-15 Railroad Canyon Interchange (Lake Elsinore, CA)

The project will result in several major changes to the current interchange, including the following: two new lanes on Railroad Canyon Road through the interchange, reconstruction of the northbound diamond ramps to hook ramps to connect to Grape Street, construction of auxiliary and deceleration lanes on I-15, and construction of improved pedestrian and bicycle facilities through the interchange. As the Structural Material Representative, Mr. Tasbihgoo is preparing the Source Inspection Quality Management Plan (SIQMP) for Caltrans Oversight SMR, implementing the SIQMP, and coordinating and managing source fabrication, and structural material and electrical verification and testing. He also reviews fabrication submittals, such as PCQCPs, Shop Drawings, and Concrete Mix Designs.

City of Los Angeles North Atwater Non-Motorized Multimodal Bridge (Los Angeles, CA)

This project was the construction of a cable-stayed steel bridge spanning over LA River supported on a single pier for pedestrian/cyclists, and equestrians. Mr. Tasbihgoo provided steel fabrication support. He reviewed all steel fabrication submittals such as shop drawings, welding quality control plan, and distortion plan. He developed the QC/QA inspection testing frequencies and specified NDT methods for welding verification. He reviewed welding reports, materials test results, NDT reports, and addressed numerous RFIs regarding the steel fabrication. He worked closely with the Designer, CM, City, and Fabricator QCM to resolve welding and fabrication challenges.

RCTD I-15 & Limonite Interchange (East Vale, CA)

The project proposed replacing the Limonite Avenue overcrossing bridge with an overcrossing that is four lanes to six lanes wide. The existing Limonite Avenue OC was replaced, the roadway was widened from four lanes to six lanes, the ramps were reconstructed to provide a partial clover leaf (Type L-7), and loop ramps were constructed in the southeast and northwest quadrants. As the Structural Material Representative, Mr. Tasbihgoo prepared the Source Inspection Quality Management Plan (SIQMP) for Caltrans Oversight SMR, implemented the SIQMP, and coordinated and managed source fabrication, and structural material and electrical verification and testing.

Andrew Soria, PCI III, ACI I, CWI (ZTC)

QA Source Inspector

Andrew Soria is an experienced precast and steel inspector with about 17 years of experience in mix design, concrete placing, sampling, testing, and inspection of precast prestressed concrete girders and steel structures. He is a Precast Concrete Institute Certified Quality Control Level III (PCI III), which is the highest precast inspection certification that an inspector can achieve. He was the Quality Control Manager (QCM) and the lab manager for a large precast fabricator in Highlands, CA. He has managed and performed daily

EDUCATION/PROFESSIONAL CREDENTIALS

Highschool Diploma
Certified Wielding Inspector in California, No. 20022691
PCI Level III in California, No. 14594
ACI Concrete Field-Testing Technician in California, No. 1260809
CAL OSHA 10-Hour Training, Confined Spaces,

Fall Protection

quality control inspections of precast fabrication. He was responsible for developing the concrete mix designs, preparing precast quality control plans (PCQCP), meeting with Caltrans and other public agency's Structural Material Representatives (SMRs) to address their questions, scheduling daily Quality Assurance (QA) inspections, generating RFIs, and resolving non-conformance reports (NCRs) both internal (QC) and from agencies (QA). He is a Certified Weld Inspector (CWI) and has vast knowledge of steel welding inspection.

SBCTA SR-210 & Base Line Road (San Bernardino, CA)

This project consists of making improvements to a portion of SR-210 0.1 mile east of Del Rosa Avenue to Lugonia Ave. These improvements consist of widening inside and outside lanes, the addition of one mixed flow lane in each direction in median, adding auxiliary lanes and acceleration/deceleration lanes at selected locations and improving Base Line Interchange at SR 210 from Sterling Ave to Lugonia Ave in cities San Bernardino, Highland and Redlands. As Quality Assurance (QA) Inspector, Mr. Soria is responsible for the sampling and release of various materials.

LACMTA (Metro) Soundwall Package 11 (Los Angeles, CA)

The project is constructing sound walls along the State Route 170 and Interstate 405 Freeways in the City of Los Angeles and the County of Los Angeles. There are to be eight bridge widenings and 28,592 linear feet of sound wall and retaining walls. Mr. Soria is the project lead QA inspector responsible for column casing welding and coating at jobsite. He performed in-process steel inspection for various column retrofits during course of column assembly for about 6 months. He is supporting other QA inspector in precast concrete inspection of precast prestressed girders.

City of Orange Public Works OSO Parkway (Orange, CA)

The project will construct an overcrossing bridge structure at Oso Parkway and mainline roadway between the southern terminus of the State Route 241 (SR 241) toll road and the northern terminus of the future Los Patrones Parkway. As Quality Assurance (QA) Inspector, Mr. Soria is responsible for the visual inspection of bridge soffits, observing in-process NDE and visually inspecting the interior bays of bridges.

SANDAG Mid-Coast Corridor Transit Project (Sequoia, CA)

The project construction extended the Trolley Blue Line service from Santa Fe depot to Downtown San Diego in City of San Diego, CA. Mr. Soria was the QC/QA precast Inspector for 144 precast prestressed post-tensioned Tub girders of unique design at Oldcastle Precast in Perris CA. He was responsible for observing and verifying the precast prestressed fabrication of Tub girders both straight and curved with post-tension ducts and prestressed strand. Curved girders designed with only PT. Mr. Soria inspected and released a total of 144 girders. He also sampled and tested strands, as well as verified concrete quality. Mr. Soria worked closely with MCTC QCM to address all the specifications requirements (PCQCP, Mix Design, Repair Procedures, etc.) and issues that arose during the precast concrete fabrication.

SBCTA Monte Vista Grade Separation (Montclair, CA)

The project construction is replacing the at-grade Monte Vista Avenue and UPRR railroad tracks with an overpass in City of Montclair, CA. Mr. Soria was the QA precast Inspector for about 54,000 SF of MSE precast panels (about 2,200 precast panels) at Con-Fab Shafter. He was responsible for overseeing the precast prestressed fabrication of Bulb Tee I-girders with post-tensions. During a period of two and a half months, Mr. Soria inspected a total of 27 fabricated girders. He also sampled and tested strands, as well as verified concrete quality.



Chad Davis, PE (KLF)

Senior Materials Engineer

Mr. Davis has 30 years of experience in materials engineering, materials testing, pavement engineering, construction management, and project controls, serving a variety of public and private entities, including Caltrans Districts 8 and 11; SBCTA and

EDUCATION/PROFESSIONAL CREDENTIALS

MS, Business Administration BS, Civil Engineering Civil Engineer in California, No. 59908

SANDAG; the Cities of San Diego, Chula Vista, Moreno Valley, Carlsbad, and Santee; the Judicial Council of California; and Kaiser Healthcare. He is responsible for the assignment of qualified professional personnel and resources. Mr. Davis is knowledgeable of local codes and standards, as well as state, federal, and industry standards. His project experience includes a variety of large construction projects, including major building and infrastructure projects such as overpasses, grade separations, light and heavy rail, dams, bridges, hospitals, courthouses and high-rises.

SANDAG, Mid-Coast Corridor Trolley Line, San Diego, CA

Role: Project Manager and Materials Engineer. Scope: Managed up to four full-time field and laboratory technicians, coordinating field and laboratory activities, and providing consultation with MCTC design-build team's Quality Manager. He also coordinated with SBE and DBE partner subs for testing and inspection services. Phases included advanced wet utilities, Gilman Bridge and main line Segments 3 and 4. Testing and inspections included compaction testing; concrete inspection, sampling and testing; HMA sampling; and aggregate sampling. Project Cost: \$950M for all phases. Time Spent on Project: 2016–2017

SANDAG, Sorrento Valley Double Track

Role: Consultant Project Manager and Quality Engineer. Scope: Mr. Davis served as the Consultant Project Manager and Quality Engineer and was responsible for oversight of field testers and inspectors, as well as technical review of field reporting and materials engineering consultation. Time Spent on Project: 2015–2016

Caltrans District 11 (Contract 11A3016-Prior 11A2364 and 11A2365 and Contracts 11A2466/11A2479), Construction Materials Sampling and Testing Services

Role: Project Executive and Quality Engineer. Scope: Mr. Davis is responsible for internal quality assurance and oversight of field and laboratory testing and batch plant inspections for various projects throughout San Diego and Imperial Counties, as well as technical review of field and laboratory reporting and materials engineering consultation. Project Cost: \$200M on various EAs for each contract. Time Spent on Project: 06/2017 – Ongoing

Los Angeles County Sanitation Districts, Mesquite Regional Landfill Rail Spur and Intermodal Yard

Role: Resident Construction Quality Control Manager responsible for quality control testing and inspection for this \$40M waste-by-rail project consisting of a 5-mile rail spur, access road embankments, multiple bridges, drainage infrastructure, and an intermodal yard. Acted as an independent third-party consultant hired by the contractor but reporting to the owner/agency. The project included an on-site concrete batching and production of Class 2 base, concrete testing, tie and rail placement observation, ballast and rip-rap qualification testing, pile testing (gamma-gamma), structural steel welding and culverts, pre-cast concrete bridge girders, and roller-compacted concrete drainage channels. Time Spent on Project: 2010-2011

City of San Diego, As-Needed Geotechnical and Materials Testing and Inspection Services

Role: Project Executive/Task Order Manager. Scope: Mr. Davis has served as the Project Executive and as a Task Order Manager for various sewer and water group geotechnical investigations throughout the City of San Diego. Investigations included large neighborhood studies with traffic control design and permitting, private access coordination, and partner agency coordination with MTS and Caltrans. Mr. Davis also served as the reviewing engineer prior to final distribution of deliverables to the City. Time Spent on Project: 05/2018 – (03/2022)

City of Chula Vista As-needed Geotechnical and Testing Services, Various Projects

Mr. Davis serves as Project Executive and Task Order Manager for pavement investigations and pavement rehabilitation projects throughout the City totaling \$200K, including ARAM, chip seal, mill & overlay rehabilitation projects, and preliminary field studies for pavement section assessment through coring and exploration.

Caltrans District 8 On-call Field Testing Services, Riverside and San Bernardino Counties

Mr. Davis served as the Consultant Project Manager and Quality Engineer and was responsible for oversight of field testers and batch plant inspections throughout San Bernardino and Riverside Counties, as well as technical review of field reporting and materials engineering consultation.

Jesse Gastelum (KLF)

Materials Tester

Jesse Gastelum is a trained field and laboratory technician in soils, concrete and asphalt. He has expertise in field grading observations and testing, field testing and documentation, laboratory testing, documentation of concrete and density testing, and special inspections and supervisions of construction monitoring for highway and roadway improvements. Mr. Gastelum is currently providing materials sampling and testing services at several projects within Caltrans District 11.

EDUCATION/PROFESSIONAL CREDENTIALS

High School Diploma

ACI Concrete Field Testing Technician – Grade I Certified in Caltrans Test Methods: 105, 106, 125 (AGG, GEN, HMA), 201, 202, 205, 216, 217, 226, 227, 229, 504, 518, 533, 539, 540, 543, 556, 557; AASHTO Test Methods: T11, T27, R47, R76, T166, T176, T209, T255, T269, T275, T308, T329, T335

SANDAG/Caltrans, I-5 San Elijo Lagoon Bridge Replacement

Mr. Gastelum has served as a Construction Materials Tester on this project. Mr. Gastelum provides quality assurance materials testing for this project that is part of an on-call materials testing contract with SANDAG and Caltrans District 11. His services included compaction testing, concrete sampling and testing for structures and pavement (JPCP).

Caltrans District 11 (Contract 11A3016-Prior 11A2364 and 11A2365 and Contracts 11A2466/11A2479), Construction Materials Sampling and Testing Services

Mr. Gastelum is currently providing materials sampling and testing services at several projects through District 11 under Kleinfelder's on call contract. Duties include traveling to job sites and batch plants to perform concrete sampling, concrete field testing and soils compaction testing. Report all test data directly to Resident Engineer to notify of any discrepancies or issues with tests results or observations. He performs hot plant inspections along with sampling of aggregate, oil binders and HMA. Samples are gathered as per CT 125 and Imperial County sampling procedure for HMA. Performed various laboratory tests at District 11 laboratory, including asphalt tests procedures as per AASHTO and Caltrans. Testing performed for Job Mix Formulas, startup evaluations and production of various super pave projects. Worked closely with and maintained open communication with onsite Inspectors, field personnel and engineers. Due to the nature of the work performed.

Caltrans, Interstate 8 Reconstruction, Materials Testing Services

Mr. Gastelum performed field and laboratory materials testing services as part of this As-Needed contract with Caltrans District 11 (11A2364), Task Order 02. The project is divided by 3 segments: Segment 1 (EA 11-413604) from El Centro to before 98/8 separation; Segment 2 (EA 11-413704) from 98/8 separation; and Segment 3 (EA 11-416894) around Winterhaven. The testing scope includes testing the subgrade, base materials where subgrade and /or base is exposed. Superpave HMA is utilized underneath the CRCP, on-off ramps, and shoulders.

County of San Diego, On-Call Geotechnical Engineering Testing and Inspection Services

Mr. Gastelum has provided materials testing services for numerous County Department of Public Works projects. Services have included soil testing and concrete and asphalt testing and sampling per Caltrans and ASTM procedures. He has performed paving inspection services under the guidelines of Greenbook and Caltrans Section 39. While working on these projects reported directly to the County of San Diego Inspectors and Resident Engineers.

Imperial County Public Works, On-Call Services for Testing and Laboratory Work

Mr. Gastelum provided materials testing services for numerous county road projects. Services included batch plant inspections, field soil, concrete and asphalt testing and sampling as per Caltrans and ASTM procedures. Performed paving inspection services under the guidelines of Greenbook and Caltrans Section 39. Compiled test and inspection information for Geotechnical Engineer.



Oscar Noriega, CWI (KLF)

Certified Welding Inspector

Mr. Noriega has 25 years of experience in the commercial construction industry; for much of this time, he served as a journeyman ironworker specializing in steel and reinforced/prestressed concrete construction. As an inspector, he has incorporated this journeyman experience and the construction process into his inspection responsibilities. This provides clients with insight into overcoming possible delays and the ability to work with the contractor to achieve compliance with the approved construction documents.

County of San Diego, Courthouse Commons Tunnel and Transfer Shaft

 $\mbox{Mr.}$ Noriega served as the primary Special Inspector for this new below-grade

EDUCATION/PROFESSIONAL CREDENTIALS

High School Diploma

American Concrete Institute
American Welding Society Certified Welding

Inspector

City of San Diego Special Inspector
Division of the State Architect
International Code Council (ICC) Certification:
Pre-Stressed Concrete, Reinforced Concrete,
Spray-Applied Fireproofing, Structural Masonry,
Structural Steel/Welding
IFC Premier Firestopping

Nuclear Gauge Operator Trained

Courthouse Commons Tunnel and transfer shaft in downtown San Diego. The Transfer Facilities Shaft and tunnel connected the County Central Jail with the new State Courthouse. The 23-foot-diameter modified horseshoe tunnel is approximately 320 feet long and 60 feet deep. The Transfer Facilities Shaft is a three-story underground structure immediately adjacent to and connected with the existing Central Jail. The shaft is supported by a combination of secant piles and soldier piles and lagging with three bracing levels

City of San Diego, West Mission Bay Drive Bridge

Mr. Noriega serves as Technician on this project. Kleinfelder provided source inspection and quality assurance services as a subconsultant to Kleinfelder Construction Services (KCS) for the City of San Diego \$110M West Mission Bay Drive Bridge (WMBDB) project over the San Diego River. This complex project required staged construction and consists of two cast-in-place reinforced concrete box girder bridges supported by deep pile foundations 166 feet below sea level. Kleinfelder's supplemental materials testing and inspection services included embankment and backfill observation, soil compaction testing, inspection of reinforced concrete, post-tension inspection, shop and field welding inspection, observation and testing of asphalt paving, and gamma-gamma testing of CIDH piles.

Grossmont College Math, Science and Career Tech Center, Ph 2

Mr. Noriega served as the lead special inspector for this new \$45M two story building of approximately 61,390 GSF for over a year. His responsibilities included special inspection of all structural steel and high strength bolting, spray-applied fireproofing, anchors, concrete, pull-testing and more. Inspections are completed in a timely manner with continuous communication with the contractor and reporting directly to the DSA IOR.

San Diego Community College District, Child Development Center

Mr. Noriega served as the Lead Special Inspector performing special inspection services including reinforced concrete, anchors, and fireproofing. He coordinated and oversaw masonry, soil and ACI technicians and inspectors on the project. Inspections were completed in a timely manner with continuous communication with the contractor and reporting directly to the DSA IOR.

University of California, San Diego (UCSD) 5149 Design Innovation Building

Mr. Noriega has provided support to our lead inspector on this project. His duties have included reinforcing steel inspection, concrete sampling, and testing. His ability to work with the IOR and the contractor has been valuable to the project.

UCSD 5079 Mesa Housing Pedestrian and Bike Bridge

Mr. Noriega has provided support to our lead inspector on this new pedestrian and bike bridge. His duties have included welding inspection for the artistic handrail, reinforcing steel inspection, and concrete inspection and sampling.

Simon Property Group, Inc., Fashion Valley Mall Renovation

Mr. Noriega provided special inspection services including structural welding for new elevator and various structural upgrade, concrete sampling and testing, and masonry for the renovated planters. His ability to work on night shift and with the contractor has been valuable to the project progress.



Amy Comte, CPESC, CESSWI, QSD/P, ToR (TRC)

Stormwater Inspector

Ms. Comte has more than 19 years of experience in the construction industry. Her experience includes water quality monitoring, inspection, plan preparation and review, NPDES inspections, and leading NPDES training sessions. She is a member of the California Storm Water Quality Association and is a Trainer of Record. Facilitated Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) training course for TRC's internal staff and various clients. The training sessions occur over a three-day period and cover eight training modules to containing required content. Modules are titled as follows; Training Overview and Regulations, Erosion Process and Sediment Control, SWPPP Implementation, Construction Site Monitoring, Reporting, Project Planning and Risk Determination,

EDUCATION/PROFESSIONAL CREDENTIALS

B.A., Geography

Water Quality Courses, 2003-2008:
Construction General Permit Trainer of Record
Caltrans Water Pollution Control Manager Course
NPDES Basic Training
Caltrans 24 Hour Course
Construction Water Pollution Control Course
Water Quality Management Plan Course
Industrial and Commercial Facility Activities Course
CPESC Exam Course Review
DOT Hazardous Material Transportation

SWPPP Preparation, and Project Closeout. Minimum contact hours were achieved for each QSD / QSP participant and covered topics including but not limited to; CGP, Linear Underground / Overhead Requirements, Risk Analysis, Active Treatment Systems (ATS), Low Impact Development (LID) and sampling techniques.

SANDAG, On-Call Professional and Technical Construction Management and Engineering Services South Bay Bus Rapid Transit Segment 1A (Chula Vista, CA)

Ms. Comte provided project storm water services on t/his risk level 1 designated project. Duties included reviewing the contractor prepared SWPPP and amendments for completeness and accuracy, conducting weekly site inspections independently and with the contractor, weather monitoring, inspecting temporary BMP installation, and ensuring the contractor complied with the Construction General Permit. Maintained contractor correspondence and attended meetings to discuss storm water regulations with the contractor to ensure compliance with the Construction General Permit and Contract Special Provisions requirements. Assisted the office engineer staff with components of Category 20. Acted as a data submitter in SMARTS to assist the Legally Responsible Person with reporting and filing requirements.

SANDAG, South Bay Bus Rapid Transit Segments 2 and 3 (San Diego, CA)

Ms. Comte provided project storm water services on this risk level 2 designated project within the Caltrans Right of Way. Duties included reviewing the contractor prepared SWPPP and amendments for completeness and accuracy, conducting weekly site inspections independently and with the contractor, weather monitoring, inspecting temporary BMP installation, and ensuring the contractor complied with the Construction General Permit. Assisted the resident engineer by keeping regular correspondence with the contractor and attending meetings to discuss storm water regulations with the contractor to ensure compliance with the Construction General Permit and Contract Special Provisions requirements. Assisted the office engineer staff by maintaining all components of Category 20. Acted as a data submitter in SMARTS to assist the Legally Responsible Person with reporting and filing requirements.

SANDAG, South Bay Bus Rapid Transit Segment 1B (Chula Vista, CA)

Ms. Comte provided project storm water services on this risk level 2 designated project. Duties included reviewing the contractor prepared SWPPP and amendments for completeness and accuracy, conducting weekly site inspections independently and with the contractor, weather monitoring, inspecting temporary BMP installation, and ensuring the contractor complied with the Construction General Permit. Assisted the resident engineer by keeping regular correspondence with the contractor and attending meetings to discuss storm water regulations with the contractor to ensure compliance with the Construction General Permit and Contract Special Provisions requirements. Assisted the office engineer staff by maintaining all components of Category 20. Acted as a data submitter in SMARTS to assist the Legally Responsible Person with reporting and filing requirements.

SANDAG, Pershing Drive Bikeway and Roadway Improvements Project (San Diego, CA)

Ms. Comte provides project stormwater services on this risk level 1 designated project within the Caltrans ROW. The \$12 million Pershing Drive Bikeway and Roadway Improvements Project consists of 2.6 miles of Class IV bikeway and parallel roadway improvements along Pershing Drive in the City of San Diego. Planned features are designed to help transform Pershing Drive into a "low-stress" street that will promote safety for people walking, biking and driving. Ms. Comte's duties include reviewing the contractor prepared SWPPP and amendments for completeness and accuracy, conducting weekly site inspections independently and with the contractor, weather monitoring, inspecting temporary BMP installation, and verifying the contractor complied with the Construction General Permit. She assists the resident engineer by keeping regular correspondence with the contractor and attending meetings to discuss stormwater regulations with the contractor for compliance with the Construction General Permit and Contract Special Provisions requirements. Ms. Comte assists the office engineer staff by maintaining all components of Category 20, and she acts as a data submitter in SMARTS to assist the Legally Responsible Person with reporting and filing requirements.



Kleinfelder Construction Services, Inc.

5761 Copley Drive, San Diego, CA 92111 P: 858-223-8500 | F: 858-223-8499

ATTACHMENT B NEGOTIATED FEE PROPOSAL



Work Order Estimate Summary

MTS Doc. No.

G2498.0-21

Work Order No.

WOA2498-CM19

Attachment:

В

Work Order Title: Iris Rapid Bus Stops and Transit Center East **Construction Management Services**

Project No: WOA2498-CM19

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	\$900,510.13

Totals = \$900,510.13

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	PROJECT/WORK ORDER MANAGER	40	\$7,505.29
2	2	PRE-CONSTRUCTION SERVICES	238	\$52,134.90
3	3	CONSTRUCTION PHASE SERVICES	3,938	\$840,869.95

Totals = 4,216 \$900,510.13

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

(If App	olicable	, Selec	t One)			
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs
			Х	Kleinfelder - Construction Services	2,936	\$592,675.37
			Х	Kleinfelder	262.0	\$83,847.41
		Х		CA Wehsener Engineering	510.0	\$97,823.63
			Х	ZT Consulting	212.0	\$41,298.99
			Х	TRC Engineers	296.0	\$84,864.74

4,216 \$900,510.13 Totals =

NOTES

^{1.} Field inspection and materials testing rates have been adjusted as necessary to comply with prevailing wage DIR Determination SD-23-63-3-2021-1D. Rates are calculated using assumed fringe value of \$12/hr. Actual rates are calculated monthly per SANDAG direction.

^{2.} Billing rates included in this cost proposal are based upon the published rate table incorporated into Contract G2498.0-21 and as finalized by SANDAG under Contract 550870

				Cons	sultant/Subconsultant:	Kleinfelder - Const	ruction Services							
	Total Hours =	2,936									•			
	Total Costs =	\$592,675.	37		Work Order Title:	Iris Rapid Bus Stop	s and Transit Center	East Construction	Management Servi	ces				
					Beringhaus, Michalle	Beringhaus, Michalle	Berrios, Jesus	Berrios, Jesus	Stewart, Shawn	Stewart, Shawn	Gentile, Hank	Gentile, Hank	Mustafa, Hassan	
				ODCs	Task Order Manager	Task Order Manager	Project Controls III	Project Controls III	Civil Inspector- PW Grp 2	Civil Inspector- PW Grp 2	Contract Manager	Contract Manager	Engineer, Supervising	
				(See Attachment)	FY 23/24	FY 24/25	FY 23/24	FY 24/25	FY 23/24	FY 24/25	FY 23/24	FY 24/25	FY 23/24	
Item	TASKS/WBS	TASKS/WBS De	escription		\$ 214.15	\$ 219.93	\$ 153.18	\$ 157.32	\$164.11	\$ 168.54	\$ 291.01	\$ 298.87	\$ 237.94	
1	TASK 1.0	PROJECT/WORK ORDER	/ANAGER											
-		K ORDER MANAGER		\$0.00	4	16	4	16						
	Subtotals (Hours)		Subtotals (Hours) =	N/A	4	16	4	16	0	0	0	0	0	
		Subtotals (Costs)		\$0.00	\$856.60	\$3,518.91	\$612.72	\$2,517.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2	TASK 2.0	PRE-CONSTRUCTION SER	VICES	*****	,		**	7.77	****	*****	****	,	****	
	PRE-CONSTRUC	CTION SERVICES		\$1,445.85					40		8		40	
			Subtotals (Hours) =	N/A	0	0	0	0	40	0	8	0	40	
			Subtotals (Costs) =	\$1,445.85	\$0.00	\$0.00	\$0.00	\$0.00	\$6,564.31	\$0.00	\$2,328.08	\$0.00	\$9,517.60	
3	TASK 3.0	CONSTRUCTION PHASE S	ERVICES											
	CONSTRUCTION	N PHASE SERVICES		\$19,966.50					176	1208	8	64	88	
			Subtotals (Hours) =	N/A	0	0	0	0	176	1208	8	64	88	
			Subtotals (Costs) =	\$19,966.50	\$0.00	\$0.00	\$0.00	\$0.00	\$28,882.97	\$203,594.72	\$2,328.08	\$19,127.51	\$20,938.72	
	Totals (Summary) =													
Total (Hours) =			N/A	4	16	4	16	216	1208	16	64	128		
Total (Costs) =			\$21,412.35	\$856.60	\$3,518.91	\$612.72	\$2,517.05			\$4,656.16		\$30,456.32		
Percentage of Total (Hours) =				0%	1%	0%	1%	7%	41%	1%	2%	4%		
		Percentage of Total (Costs) :	=	4%	0%	1%	0%	0%	6%	34%	1%	3%	5%	

									MTS Doc. No.:	G2498.0-21
	Total Hours =	2,936							Work Order No.:	WOA2498-CM19
	Total Costs =	\$592,675.3	7						Attachment:	В
				·						
				Mustafa, Hassan	Chow, Vivian	Chow, Vivian	Plotnikiewicz, Mark	Plotnikiewicz, Mark	Total Hours	Totals
				Engineer, Supervising	Engineer II	Engineer II	Scheduler, Technical Expert	Scheduler, Technical Expert		
				FY 24/25	FY 23/24	FY 24/25	FY 23/24	FY 24/25		
Item			cription	\$ 244.36	\$ 149.90	\$ 153.95	\$ 231.07	\$ 237.31		
	T101/ 10	DDG IEGEWOOM ODDED W								
1			ANAGER						40	\$7,505.29
	FROJECT/WOR		Subtotals (Hours) =	0	0	0	0	0	40	\$7,505.29
			, ,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	40	\$7,505.29
2	TASK 2.0	Subtotals (Costs) ASK 2.0 PRE-CONSTRUCTION SERVICES		φυ.υυ	φυ.υυ	φ0.00	φ0.00	φ0.00	401	\$1,505.25
-					40		40		168	\$35,094.64
	THE CONCINC		Subtotals (Hours) =	0	40	0	40	0	168	\$35,094.64
			Subtotals (Costs) =	\$0.00	\$5,996.00	\$0.00	\$9,242.80	\$0.00	168	\$35,094.64
3	TASK 3.0	CONSTRUCTION PHASE SE		φυ.υυ	ψο,σσσ.σσ	ψ0.00	ψ0,2 12.00	40.00	100	\$00,00
-		N PHASE SERVICES		664	40	320	40	120	2,728	\$550,075.44
			Subtotals (Hours) =	664	40	320	40	120	2,728	\$550,075.44
			Subtotals (Costs) =	\$162,257.95	\$5,996.00	\$49,263.14	\$9,242.80	\$28,477.07	2,728	\$550,075.44
			(- /						/ 1	, , , , , , , , , , , , , , , , , , , ,
		Totals (Summary) =							2,936	\$592,675.37
		Total (Hours) =		664	80	320	80	120	2,936	
		Total (Costs) =		\$162,257.95	\$11,992.00	\$49,263.14			2,300	\$592,675.37
		. 5.6. (555.5)		Ç.02,201.00	\$11,002.00	\$40,200.14	\$10,400.00	\$20,477.07		\$502,010.01
		Percentage of Total (Hours) =		23%	3%	11%	3%	4%	100%	
		Percentage of Total (Costs) =		27%	2%	8%				100%

Work Order Estimate Summary

Consultant/ Subconsultant: Kleinfelder - Construction Services

Contract No:

G2498.0-21

В

Task Order No. WOA2498-CM19

Work Order Title: Iris Rapid Bus Stops and Transit Center East Construction Management Services

Attachment:

ODC									Task 1		Гask 2		Task 3	-	Гask 4	Task 5		
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total					
1	Field Vehicle	Month	\$1,377.00			1.05	\$1,445.85	17.1	\$19,966.50									
2																		
3																		
4																		
5																		
6																		
				Subtotal =		[[
						Subtotal =	\$1,445.85	Subtotal =	\$19,966.50	Subtotal =		Subtotal =	\$21,412.35					

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL

ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING ADM 2033 (Rev. 10/23/18)

Determination Nu3Db23-63-3-2021-1D August 22, 2021 - Issue Date: - Effective Date: September 1, 2021 - Expiration Date: *June 30, 2022

Consultant/Subconsultant Name: Agreement Number: G2498.0-21

Attachment 2

1 of 1

Date Prepared: 6/13/2023 Page No.:

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%
Drainet Canadilles	Eringo Donofit 9/	Overboad 9/	Canaral Administration 9/	Combined 9/

8.50% FCCM 0.10%

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%

	Α.	Applicable Delta Base Mu	Itiplier (Fie	eld/Home)	=	2.25485
	A	Applicable Delta Fringe M	lultiplier Fr	inge (Field)	=	2.25485
DELTA FRINGE =	 	Effective Date of Hourly Rate	%			

										elta Base Mu elta Fringe M			2.25485 2.25485
DE DIR R	Applicabl LTA Bas ate - Emp Base Rat	e = ployee	Applicable DE DELTA TOTAL (Employ			Loaded Ho	ourly Billing	Rates	Hourl [Add R	e Date of y Rate FQ/RFP ment Date]	% Escalatio n Increase	Actual Hourly Rate	Hourly Range for Class
traight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	То	iliciease		
0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$164.11 \$246.16 \$168.54 \$252.81		\$328.22 \$337.08	7/1/2023 6/30/2024 7/1/2024 6/30/2025		0.00% 2.70%	\$ 72.78 \$ 74.75	

haher	Rilling	Pata	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)]

Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):

E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]

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.

Name & Work Information	Home / Field / Project	F				tablished evailing w					Employe e benefits					Appl DELTA (Employ				cable Base = Employee	Г	Applicable DE	- DELTA	BASE	Loaded H	ourly Billing	Rates	Hour	e Date of By Rate RFQ/RFP	% Escalatio	Actual Hourly	,	
	Specific Personnel		Base Sal					+ Fringe Be		ase Salary		Actual		= Base +			Total		Base			(Employ	ree - DIR)						mont Datol	n Increase	Rate	for Class	
		Straight	t 1.5 OT	2.0 OT	Benefi	Straight	ht 1.5 C	T 2.0 OT	Straight	1.5 OT	2.0 OT	ringe	Straight	1.5 OT	2.0 OT	1.5 OT	2.0 01	Straigh	ht 1.5 (OT 2.0 C	ОТ	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	To				
Stewart, Shawn	FIELD								1 \$72.78								\$0.00	\$0.00	\$0.0	0.0\$	00	\$0.00	\$0.00	\$0.00	\$164.11	\$246.16	\$328.22	7/1/2023	6/30/2024	0.00%	\$ 72.78		1
Building Inspector Group 2 PW		\$54.46	\$81.69	\$108.92	2 \$32.7	€ \$87.2	5 \$114.	48 \$141.7	1 \$74.75	\$112.12	\$149.49 \$	15.86	\$90.61	\$127.98	\$165.35	\$0.00	\$0.00	\$0.00	\$0.0	0.0\$	00	\$0.00	\$0.00	\$0.00	\$168.54	\$252.81	\$337.08	7/1/2024	6/30/2025	2.70%	\$ 74.75		
	Prevailing Wage	\$54.46	\$81.69	\$108.92	2 \$32.7	€ \$87.2	5 \$114.	48 \$141.7	1 \$76.76	\$115.14	\$153.53 \$	15.86	\$92.62	\$131.00	\$169.39	\$0.00	\$0.00	\$0.00	\$0.0	0.0\$	00	\$0.00	\$0.00	\$0.00	\$173.09	\$259.63	\$346.18	7/1/2025	6/30/2026	2.70%	\$ 76.76	N/A	
4. Non-Exempt	Work	\$54.46	\$81.69	\$108.92	2 \$32.7	€ \$87.2	5 \$114.	48 \$141.7	1 \$78.84	\$118.25	\$157.67 \$	15.86	\$94.70	\$134.11	\$173.53	\$0.00	\$0.00	\$0.00	\$0.0	0.0\$	00	\$0.00	\$0.00	\$0.00	\$177.76	\$266.64	\$355.53	7/1/2026	6/30/2027	2.70%	\$ 78.84	N/A	
5. Full Time	REG SHIFT								1 \$80.96											0.0\$		\$0.00	\$0.00	\$0.00	\$182.56	\$273.84	\$365.12	7/1/2027	6/30/2028	2.70%	\$ 80.96		
		\$54.46	\$81.69	\$108.92	2 \$32.7	3 \$87.2	5 \$114.	48 \$141.7	1 \$83.15	\$124.73	\$166.30 \$	15.86	\$99.01	\$140.59	\$182.16	\$0.00	\$0.00	\$0.00	\$0.0	0.0\$	00	\$0.00	\$0.00	\$0.00	\$187.49	\$281.24	\$374.98	7/1/2028	6/30/2029	2.70%	\$ 83.15		
																																	-

				Consulta	ant/Subconsultant:	Kleinfelder					MTS Doc. No.:	G2498.0-21
	Total Hours =	262			•						Work Order No.:	WOA2498-CM19
	Total Costs =	\$83,847.4	1		Work Order Title:	CONSTRUCTION MANAGEMEN	NT (CM) SERVICES FOR ORANG	GE LINE SIGNAL SYSTEM MODI	ERNIZATION, PHASES 1 AND 2		Attachment:	В
					Davis, Chad	Davis, Chad	Jesse Gastelum	Jesse Gastelum	Oscar Noriega	Oscar Noriega	Total Hours	Totals
				ODCs (See Attachment)	Engineer, Supervising	Engineer, Supervising	Technical Expert Field Materials Tester	Technical Expert Field Materials Tester	Technical Expert Certified Welding Inspector	Technical Expert Certified Welding Inspector	Total flours	Totals
				(Coo / maoon)	FY 23/24	FY 24/25	FY 23/24	FY 24/25	FY 23/24	FY 24/25		
Item	TASKS/WBS	TASKS/WBS Des	scription		\$ 262.65	\$ 269.74	\$ 201.58	\$ 207.02	\$ 201.58	\$207.02		
1	TASK 1.0	PROJECT/WORK ORDER M.	ANAGER	1								
•		ORDER MANAGER									0	\$0.00
ļ			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
2	TASK 2.0	PRE-CONSTRUCTION SERV]	*****	40.00	*****		4	*****	-1	*****
	PRE-CONSTRUC	TION SERVICES		\$0.00							0	\$0.00
			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
3	TASK 3.0	CONSTRUCTION PHASE SE	RVICES							'		
	CONSTRUCTION	PHASE SERVICES		\$25,200.56	0	72	20	170		0	262	\$83,847.41
			Subtotals (Hours) =	N/A	0	72	20	170	0	0	262	\$83,847.41
			Subtotals (Costs) =	\$25,200.56	\$0.00	\$19,421.39	\$4,031.60	\$35,193.85	\$0.00	\$0.00	262	\$83,847.41
		Totals (Summary) =									262	\$83,847.41
		Total (Hours) =		N/A	0	. 72	20	170	0	0	262	
		Total (Costs) =		\$25,200.56	\$0.00	\$19,421.39	\$4,031.60	\$35,193.85	\$0.00	\$0.00		\$83,847.41
		Percentage of Total (Hours) =			0%	27% 23%	8%	65%	0%	0%	100%	
		Percentage of Total (Costs) =		30%	0%	23%	5%	42%	0%	0%		100%

Work Order Estimate Summary

Consultant/ Subconsultant: Kleinfelder

Contract No: G2498.0-21

Task Order No.

WOA2498-CM19

Work Order Title: Iris Rapid Bus Stops and Transit Center East Construction Management Services

Attachment: В

ODC				•	Гask 1	7	ask 2	7	Task 3	1	Task 4	7	ask 5
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle	Month	\$1,011.00					1.2	\$1,200.56				
2	Lab Testing	Estimate	\$24,000.00					1.0	\$24,000.00				
3													
4													
5													
6													
•				Subtotal =		Subtotal =		Subtotal =	\$25,200.56	Subtotal =		Subtotal =	\$25,200.56

			Cons	ultant/Subconsultant:	C.A. Wehsener			MTS Doc. No.:	G2498.0-21
	Total Hours =	510						Work Order No.:	WOA2498-CM19
	Total Costs =	\$97,823.63		Work Order Title:	CONSTRUCTION MANAGEMENT (CM)	SERVICES FOR ORANGE LINE SIGNAL SY	STEM MODERNIZATION, PHASES 1 AND	² Attachment:	В
				Wehsener, Chuck	Wehsener, Chuck	Wehsener, Tom	Wehsener, Tom	Total Hours	Totals
				wensener, chuck	wensener, Chuck	wensener, rom	wensener, rom	Total Hours	Totals
			ODCs (See Attachment)	Engineer, Supervising	Engineer, Supervising	Electrical/Comms Inspector -PW Grp 2	Electrical/Comms Inspector -PW Grp 2		
			(Coo / Maconinom)	FY 23/24	FY 24/25	FY 23/24	FY 24/25		
Item	TASKS/WBS	TASKS/WBS Description		\$ 229.61	\$ 235.81	\$ 162.62	\$167.01		
1	TASK 1.0	PROJECT/WORK ORDER MANAGER	1						
		ORDER MANAGER							
		Subtotals (Hours) =	N/A						
		Subtotals (Costs) =	:						
	TASK 2.0	PRE-CONSTRUCTION SERVICES	1						
	PRE-CONSTRUC			20				20	\$4,592.20
		Subtotals (Hours) =	N/A	20				20	\$4,592.20
		Subtotals (Costs) =	<u>:</u>	\$4,592.20				20	\$4,592.20
	TASK 3.0	CONSTRUCTION PHASE SERVICES							
	CONSTRUCTION	PHASE SERVICES		20	150	40	280	490	\$93,231.43
		Subtotals (Hours) =		20	150	40	280	490	\$93,231.43
		Subtotals (Costs) =	:	\$4,592.20	\$35,371.42	\$6,504.80	\$46,763.01	490	\$93,231.43
		Totals (Summary) =						510	\$97,823.63
		Total (Hours) =	N/A	40	150	40	280	510	
		Total (Costs) =		\$9,184.40			\$46,763.01		\$97,823.63
		Percentage of Total (Hours) =		8%	29%	8%	55%	100%	
		Percentage of Total (Costs) =		9%	36%		48%		100%

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT).

Exempt Employee Loaded Billing Rates- Compensated for OT @ ST Rate:

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.

COST PROPOSAL

Loaded Billing Rate Calculations:

ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

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) * [[1+Field OH] * (1+Fee)]

D) ST Loaded Billing Rate + (1.5 Base PW Rate) * [[1+Field OH] * (1+Fee)]

The PW Delta: (Base & Fringe) above for Loaded Billing Rate) * [2.0 Base PW Rate - 1.5 Base PW Rate) * [[1+Field OH] * (1+Fee)]

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.

Determination Number: SD-23-63-3-2021-1D - Issue Date: August 22, 2021 September 1, 2021 *June 30, 2022 - Effective Date: - Expiration Date :

Consultant/Subconsultant Name: G2498.0-21 Agreement Number: Attachment 2

> 6/13/2023 Date Prepared:

		Page No.:	1 of 1
Fringe Benefit % C	verhead % Ge	eneral Administration %	Combined %

Home Office:	Fringe Benefit %	Overhead %	General Administration %		Combined %
NORMAL				=	107.00%
OVERTIME				=	106.85%
Field Office:	Fringe Benefit %	Overhead %	General Administration %		Combined %
NORMAL				=	107.00%
OVERTIME				=	107.00%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %		Combined %
NORMAL				=	107.00%
OVERTIME				=	107.00%

OVERTIME				=	107.00
Project Specific:	Fringe Benefit %	Overhead %	General Administration %		Combined %
NORMAL				=	107.00
OVERTIME				=	107.00
			FEE	-	8.50%
			FCCM	0.10%	
		Appli	icable Delta Base Multiplier (Field/	Home) =	2.2459
		Appl	icable Dolta Eringe Multiplier, Ering	ao (Eiold)	- 2.2450

																												, thousand	Dolla Bacc Mil	anaphor (1 to	arrionno,	2.24000
																												Applicable	Delta Fringe N	Multiplier Fri	nge (Field) =	2.24595
Name & Work Information	Home / Field / Project Specific				ge Rate establ	ling wage	work)				Emp (fringe bene	loyee Actu efits vary y	ear over ye				Applicate		D	Applicable ELTA Base te - Employ	=	DELTA T	ole DELTA F OTAL - DEL mployee - D	TA BASE	Loaded	l Hourly Billi	ng Rates	Hou	ve Date of rly Rate RFQ/RFP	% Escalatio		Hourly Range for
	Personnel		Base Sala	ary	Fringe	Total Base	Salary + Fri	nge Benefit	t	Base Salar	У	Actual	Tota	al = Base + I	ringe	Employ	yee rotar .	DIK TOTAL		Rate		(=	iipioyee - L	JIK)				Advertis	ement Date]	n	Rate	Class
		Straight	1.5 OT	2.0 01	T Benefits	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	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	Increase		
Thomas Wehsener - Building Inspection Group 2																																
PW	FIELD															200	Sr			`												
	Prevailing Wage	¢E2 21	670 22	\$104.4	12 620.04	602.25	¢100 26	¢124.46	\$72.44	\$100.61	\$144.81	\$20.70	6102 20	\$120.40	\$175.60	\$0.00	en no	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	en nn	\$162.62	\$198.83	\$235.03	7/1/2023	6/30/2024	2.70%	\$ 72.41	N/A
4. Non-Exempt	Work				92 \$30.04						\$144.81							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					7/1/2023	6/30/2025	2.70%	\$ 74.36	1471
5. Full Time	REG SHIFT	QUZ.40	\$50.00	\$124.5	\$50.04	Q02.00	ψ.20.70	\$104.00	Ç. 4.00	\$111.04	\$1.10.7Z	ψοσ.7 σ	\$155.15	ψ1.1Z.00	ψσ.σ1	Ψ0.00	40.00	45.00	\$5.00	ψ5.00	\$0.00	ψ0.00	\$0.00	\$5.00	\$107.01	Q200.02	Q004.00	2024	3,33/2023	2.7070	+ 74.00	
		1			1	1								l	l	1						ĺ			1							

				(Consul	tant/Subconsultant:	ZT Consulting			MTS Doc. No.:	G2498.0-21
	Total Hours =	212								Work Order No.:	WOA2498-CM19
	Total Costs =	\$41,298.99				Work Order Title:	CONSTRUCTION MANAGEMENT (CM) S	ERVICES FOR ORANGE LINE SIGNAL SYS	TEM MODERNIZATION, PHASES 1 AND 2	Attachment:	В
						Farzad Tasbihgoo	Farzad Tasbihgoo	Andrew Soria	Andrew Soria	Total Hours	Totals
				ODCs (See Attachn	nent)	Engineer, Senior	Engineer, Senior	Technical Expert Source/Welding Inspector	Technical Expert Source/Welding Inspector		
				,	. ,	FY 23/24	FY 24/25	FY 23/24	FY 24/25		
Item	TASKS/WBS	TASKS/WBS Desc	cription			\$ 192.26	\$ 197.45	\$ 192.26	\$ 197.45		
4 [TASK 1.0	PROJECT/WORK ORDER MA	NAGER								
		CORDER MANAGER	HAOLIK							0	\$0.00
,			Subtotals (Hours) =	N/A		0	0	0	0	0	\$0.00
		\$	Subtotals (Costs) =	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00
		PRE-CONSTRUCTION SERVICE	CES								
	PRE-CONSTRUC	CTION SERVICES				18				18	\$3,460.68
-		S	Subtotals (Hours) =	N/A		18	0	0	0	18	\$3,460.68
			Subtotals (Costs) =		\$0.00	\$3,460.68	\$0.00	\$0.00	\$0.00	18	\$3,460.68
	TASK 3.0	CONSTRUCTION PHASE SER	VICES								
	CONSTRUCTION	N PHASE SERVICES				18	36	72	68	194	\$37,838.31
			Subtotals (Hours) =	N/A		18	36	72	68	194	\$37,838.31
		5	Subtotals (Costs) =		\$0.00	\$3,460.68	\$7,108.24	\$13,842.72	\$13,426.67	194	\$37,838.31
		Totals (Summary) =								212	\$41,298.99
		rotalo (Gallinary) –							Ĺ		ψ+1,200.00
		Total (Hours) =		N/A		36	_ 36	72	68	212	
		Total (Costs) =			\$0.00	\$6,921.36	\$7,108.24				\$41,298.99
		Percentage of Total (Hours) =				17%	17%			100%	
		Percentage of Total (Costs) =			0%	17%	17%	34%	33%		100%

				Consulta	ant/Subconsultant:	TRC Engineers						MTS Doc. No.:	G2498.0-21
	Total Hours =	296	1									Work Order No.:	WOA2498-CM19
	Total Costs =	\$84,864	1.74		Work Order Title:	CONSTRUCTION MANAGEMENT (CM) SE	ERVICES FOR ORANGE LINE SIGNAL SYSTE	M MODERNIZATION, PHASES 1 AND 2				Attachment:	В
					Comte, Amy	Comte, Amy						Total Hours	Totals
				ODCs (See Attachment)	Storm Water, Techinical Expert	Storm Water, Techinical Expert							
				,	FY 23/24	FY 24/25							
Item	TASKS/WBS	TASKS/WBS [Description		\$ 276.42	\$ 283.88							
						-							
1		PROJECT/WORK ORDER	R MANAGER										
	PROJECT/WOR	K ORDER MANAGER										0	\$0.00
			Subtotals (Hours) =	N/A	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	\$0.00
2		PRE-CONSTRUCTION SE	ERVICES	*									
	PRE-CONSTRU	CTION SERVICES		\$141.94								32	\$8,987.38
			Subtotals (Hours) =	N/A	32	0	0	0	0	0	0	32	\$8,987.38
_			Subtotals (Costs) =	\$141.94	\$8,845.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	32	\$8,987.38
3		CONSTRUCTION PHASE	SERVICES	** *** ***		000						001	
	CONSTRUCTION	N PHASE SERVICES	Outstate (House)	\$1,170.99		232				_		264	\$75,877.36
			Subtotals (Hours) =	N/A	32	232	0	0	0	0	0	264	\$75,877.36
			Subtotals (Costs) =	\$1,170.99	\$8,845.44	\$65,860.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	264	\$75,877.36
		Totals (Summary) =									Ī	296	\$84,864.74
		rotals (Sullillary) -									<u>.</u>	290	\$04,004.74
		Total (Hours) =		N/A	64	232	0	0	0	0	0	296	
		Total (Costs) =		\$1,312.93	\$17,690.88		\$0.00	\$0.00	\$0.00			250	\$84,864.74
		10101 (00310) =		Ψ1,512.95	ψ17,030.00	ψ03,000.33	Ψ0.00	\$0.00	Ψ0.00	Ψ0.00	ψ0.00		ψ04,004.74
		Percentage of Total (Hours	s) =		22%	78%	0%	0%	0%	0%	0%	100%	
		Percentage of Total (Costs		2%	21%	78%	0%	0%	0%	0%	0%		100%

Work Order Estimate Summary

Consultant/ Subconsultant: TRC Engineers

Contract No:

Task Order No.

G2498.0-21 WOA2498-CM19

В

Work Order Title: Iris Rapid Bus Stops and Transit Center East Construction Management Services

Attachment:

ODC				-	Task 1	7	ask 2		Task 3	1	Task 4	1	ask 5
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle	Month	\$709.69			0.20	\$141.94	1.7	\$1,170.99				
2													
3													
4													
5													
6													
				Subtotal =	·	Subtotal =	\$141.94	Subtotal =	\$1,170.99	Subtotal =	<u> </u>	Subtotal =	\$1,312.93

KCS Employee Workplan

MTS Contract/WO WOA2498-CM-11

11 - MTS_Iris Rapid Bus Stops and Transit Center East

Year		Tot	:al
	2024	\$	760,532.03
	2025	\$	139,921.37
Total		\$	900,453.40

Construction Cost \$ 5,483,171.00 CM Fee 17%

Totals By Firm	2024	2025	Total
CA Wehsener	\$ 84,068.91	\$ 13,754.71	\$ 97,823.63
ZTC	\$ 41,298.99	\$ -	\$ 41,298.99
TRC	\$ 73,331.99	\$ 11,532.76	\$ 84,864.74
Kleinfelder	\$ 72,124.29	\$ 11,723.11	\$ 83,847.40
KCS	\$ 489,764.58	\$ 102,910.79	\$ 592,675.37
Total	\$ 760,588.76	\$ 139,921.37	\$ 900,510.13

Employee Workplan - projections

MTS Contract/WO WOA2498-CM-11

Assume a May 2024 Project Start Date

Project Duration is 245 Calendar Days (1 Month Preconstruction, 8 Months Construction, 1 Month Closeout)

11 - MTS_Iris Rapid Bus Stops and Transit Center East

							176	176	176	160	176	144	168	Total
						May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	
						Projections	Projections	Projections	Projections	Projections	Projections	Projections	Projections	
			FY 23/24	FY24/25		PRECONSTRUCT				CONSTRUCTION				
C.A. Wehsener	Wehsener, Chuck	Engineer, Supervising	_		Hours	20 hrs	20 hrs	20 hrs	20 hrs		20 hrs	20 hrs	20 hrs	160
			\$ 229.61	\$ 235.81		\$4,592	\$4,592	\$4,716	\$4,716		\$4,716	\$4,716	\$4,716	\$37,4
	Wehsener, Tom	Electrical/Comms			Hours		40 hrs	40 hrs	40 hrs		40 hrs	40 hrs	40 hrs	\$
		Inspector -PW Grp 2	\$ 162.62	\$ 167.01			\$6,505	\$6,680	\$6,680	\$6,680	\$6,680	\$6,680	\$6,680	\$46,
					Firm Total	\$4,592	\$11,097	\$11,397	\$11,397	\$11,397	\$11,397	\$11,397	\$11,397	\$84,0
ZT Consulting Group	Farzad Tasbihgoo	Engineer, Senior			Hours	18 hrs	18 hrs	18 hrs	18 hrs					72
			\$ 192.26	\$ 197.45	Cost	\$3,461	\$3,461	\$3,554	\$3,554					\$14,
	Andrew Soria	Technical Expert			Hours		72 hrs	68 hrs						140
		Source/Welding	\$ 192.26	\$ 197.45	Cost		\$13,843	\$13,427						\$27,
					Firm Total	\$3,461	\$17,303	\$16,981	\$3,554					\$41,2
TRC Engineers	Comte, Amy	Storm Water, Techinical			Hours	32 hrs	32 hrs	32 hrs	32 hrs	32 hrs	32 hrs	32 hrs	32 hrs	256
		Expert	\$ 276.42	\$ 283.88	Cost	\$8,845	\$8,845	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$9,084	\$72,
			\$ 709.69		Truck-Month	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$1,
					Firm Total	\$8,987	\$8,987	\$9,226	\$9,226	\$9,226	\$9,226	\$9,226	\$9,226	\$73,3
Kleinfelder	Davis, Chad	Engineer, Supervising			Hours		8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	56
			\$ 262.65	\$ 269.74	Cost		\$2,101	\$2,158	\$2,158	\$2,158	\$2,158	\$2,158	\$2,158	\$15,
	Jesse Gastelum	Technical Expert			Hours		20 hrs	20 hrs	40 hrs	30 hrs	20 hrs	20 hrs	20 hrs	170
		Field Materials Tester	\$ 201.58	\$ 207.02	Cost		\$4,032	\$4,140	\$8,281	\$6,211	\$4,140	\$4,140	\$4,140	\$35,
	Oscar Noriega	Technical Expert			Hours									
		Certified Welding	\$ 201.58	\$ 207.02	Cost									
		Inspector	,	,	Truck-Month		\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$
					Lab Tests		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$21,
					Firm Total		\$9,266	\$9,432	\$13,572	\$11,502	\$9,432	\$9,432	\$9,432	\$72,1
Kleinfelder - Construction Services	Beringhaus, Michalle	Task Order Manager			Hours	2 hrs	2 hrs	2 hrs	2 hrs		2 hrs	2 hrs	2 hrs	16
	3 114,		\$ 214.15	\$ 219.93		\$428	\$428	\$440	\$440	\$440	\$440	\$440	\$440	\$3,
	Berrios, Jesus	Project Controls III	,	,	Hours	2 hrs	2 hrs	2 hrs	2 hrs		2 hrs	2 hrs	2 hrs	16
			\$ 153.18	\$ 157.32		\$306	\$306	\$315	\$315	\$315	\$315	\$315	\$315	\$2,
	Stewart, Shawn	Civil Inspector- PW Grp 2		Ψ 207.02	Hours	40 hrs	176 hrs	176 hrs	176 hrs	160 hrs	176 hrs	144 hrs	168 hrs	1,216
	Sterraity Strain.	om moposto. The orp 1		\$ 168.54		\$6,564	\$28,883	\$29,663	\$29,663	\$26,966	\$29,663	\$24,270	\$28,314	\$203,
			\$ 1,377.00	γ 100.5 +	Truck-Month	\$344	\$1,515	\$1,515	\$1,515	\$1,377	\$1,515	\$1,239	\$1,446	\$10,
	Gentile, Hank	Contract Manager	\$ 1,577.00		Hours	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	64
	General Flank	eona dec i lanagei	\$ 201.01	\$ 298.87		\$2,328	\$2,328	\$2,391	\$2,391	\$2,391	\$2,391	\$2,391	\$2,391	\$19,
			\$ 291.01	230.07	Truck-Month	\$69	\$69	\$69	\$69	\$69	\$69	\$69	\$69	φ1 <i>9</i> ,
	Mustafa, Hassan	Engineer, Supervising	7 1,377.00		Hours	40 hrs	88 hrs	88 hrs	88 hrs		88 hrs	72 hrs	84 hrs	 628
	Tiustara, Tiussari	Linginical, Supervising	\$ 237.94	\$ 244.36		\$9,518	\$20,939	\$21,504	\$21,504		\$21,504	\$17,594	\$20,527	\$152,
			\$ 237.94		Truck-Month	\$344	\$757	\$757	\$757	\$689	\$757	\$620	\$723	\$152, \$5,
	Chow, Vivian	Engineer II	7 1,5//.00			40 hrs	40 hrs	40 hrs	40 hrs		40 hrs	40 hrs	40 hrs	320
	CHOW, VIVIAII	Lingineer 11	ć 140.00	ć 152.05	Hours									
	Plotnikiewicz, Mark	Scheduler, Technical	\$ 149.90	\$ 153.95		\$5,996	\$5,996	\$6,158	\$6,158		\$6,158	\$6,158	\$6,158	\$48,
	Piotriikiewicz, Mark	Expert Scheduler, Technical	d 224.0=	ć 227.64	Hours	40 hrs	40 hrs	16 hrs	16 hrs		16 hrs	16 hrs	16 hrs	176
				\$ 237.31		\$9,243	\$9,243	\$3,797	\$3,797	\$3,797	\$3,797	\$3,797	\$3,797	\$41,
			\$ 1,377.00		Truck-Month	\$344	\$344	\$138	\$138		\$138	\$138	\$138	\$1,
					Firm Total	\$35,485	\$70,808	\$66,746	\$66,746	\$61,888	\$66,746	\$57,030	\$64,317	\$489,7
Contract Total					Hours	242 hrs	566 hrs	538 hrs	490 hrs		452 hrs	404 hrs	440 hrs	3,570
					Cost	\$51,282	\$111,502	\$108,027	\$98,741	\$88,465	\$91,046	\$81,743	\$88,721	\$719,
					Truck-Month	\$1,244	\$2,960	\$2,754	\$2,754	\$2,547	\$2,754	\$2,341	\$2,651	\$20,
					Lab Tests		\$3,000	\$3,000	\$3,000		\$3,000	\$3,000	\$3,000	\$21,
					Contract Total	\$52,525	\$117,462	\$113,781	\$104,495	\$94,012	\$96,800	\$87,084	\$94,371	\$760,5

Employee Workplan - projections

MTS Contract/WO WOA2498-CM-11

11 - MTS_Iris Rapid Bus Stops and Transit Center East

						168	144	Total
						Jan 25	Feb 25	
						Projections	Projections	
			FY24/25	FY25/26		CONSTRUCTION	CLOSEOUT	
C.A. Wehsener	Wehsener, Chuck	Engineer,			Hours	20 hrs	10 hrs	30 hrs
		Supervising	\$ 235.81	\$ 242.18	Cost	\$4,716	\$2,358	\$7,074
	Wehsener, Tom	Electrical/Comms			Hours	40 hrs		\$40
		Inspector -PW Grp 2	\$ 167.01	\$ 171.52	Cost	\$6,680		\$6,680
				·	Firm Total	\$11,397	\$2,358	\$13,755
ZT Consulting Group	Farzad Tasbihgoo	Engineer, Senior			Hours		.,	
		3 33, 33	\$ 197.45	\$ 202.78				
	Andrew Soria	Technical Expert	7	7 2020	Hours			
		Source/Welding	\$ 197.45	\$ 202.78				
			φ 2577.15	T	Firm Total			
TRC Engineers	Comte, Amy	Storm Water,			Hours	32 hrs	8 hrs	40 hrs
The Linguiscis	Cornecy runy	Techinical Expert	\$ 283.88	\$ 291.55		\$9,084	\$2,271	\$11,355
			\$ 709.69		Truck-Month	\$142	\$35	\$177
			709.03		Firm Total	\$9,226	\$2,307	\$11,533
Kleinfelder	Davis, Chad	Engineer,		T T	Hours	8 hrs	8 hrs	16 hrs
Nemiciaei	Davis, Criad	Supervising	\$ 269.74	\$ 277.02		\$2,158	\$2,158	\$4,316
	Jesse Gastelum	Technical Expert	\$ 209.74	2//.02	Hours	20 hrs	Ψ2,130	20 hrs
	Jesse Gastelulli	Field Materials	ć 207.03	¢ 212.61				
	Oscar Noriega	Technical Expert	\$ 207.02	\$ 212.61		\$4,140		\$4,140
	Oscar Noriega	Certified Welding	¢ 207.03	Å 242.64	Hours			
		Inspector	\$ 207.02	\$ 212.61		4122	4122	+26
		Inspector			Truck-Month	\$133	\$133	\$267
	_				Lab Tests	\$3,000	±2.204	\$3,000
White Calden Complete Consider	Davinghaus Mighalla	Tarle Ouden Manager		_	Firm Total	\$9,432	\$2,291	\$11,723
Kleinfelder - Construction Services	Beringhaus, Michalle	Task Order Manager		A 225.07	Hours	2 hrs	2 hrs	4 hrs
		D : 10 1 1 77	\$ 219.93	\$ 225.87		\$440	\$440	\$880
	Berrios, Jesus	Project Controls II			Hours	2 hrs	2 hrs	4 hrs
	Ci ci ci	0	\$ 157.32	\$ 161.56		\$315	\$315	\$629
	Stewart, Shawn	Construction			Hours	168 hrs	40 hrs	208 hrs
		Inspector II		\$ 173.09		\$28,314	\$6,742	\$35,056
			\$ 1,377.00		Truck-Month	\$1,377	\$344	\$1,721
	Gentile, Hank	Principal	_		Hours	8 hrs	8 hrs	16 hrs
				\$ 306.94		\$2,391	\$2,391	\$4,782
			\$ 1,377.00		Truck-Month	\$69	\$69	\$138
	Mustafa, Hassan	ARE			Hours	84 hrs	80 hrs	164 hrs
				\$ 250.96		\$20,527	\$19,549	\$40,076
			\$ 1,377.00		Truck-Month	\$723	\$689	\$1,411
	Chow, Vivian	Engineer II			Hours	40 hrs	40 hrs	80 hrs
			\$ 153.95	\$ 158.10	Cost	\$6,158	\$6,158	\$12,316
	Plotnikiewicz, Mark	Schedule Engineer			Hours	16 hrs	8 hrs	24 hrs
			\$ 237.31	\$ 243.72	Cost	\$3,797	\$1,898	\$5,695
			\$ 1,377.00		Truck-Month	\$138	\$69	\$207
					Firm Total	\$64,248	\$38,663	\$102,911
Contract Total					Hours	440 hrs	206 hrs	646 hrs
					Cost	\$88,721	\$44,280	\$133,000
					Truck-Month	\$2,582	\$1,339	\$3,92
					Lab Tests	\$3,000	1 = 1 = 2	\$3,000
					Contract Total		\$45,619	\$139,921



Agenda Item No. 16

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Building B Office Improvements – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order No. MTSJOC324-48 under Job Order Contract (JOC) to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABC General Contractor, Inc. (ABCGC), in the amount of \$220,792.67 for the improvements of Revenue Area, Pay Station Service Room, Facility Offices and Break Room areas at Building B.

Budget Impact

The total cost for this work order is estimated to be \$220,792.67. Under separate MTS Doc No. L1282.0-16 with The Gordian Group, MTS will pay a 1.76% JOC software license fee in the amount of \$3,885.95. The project will be funded by the San Diego Trolly, Inc. (SDTI) Facilities Operating Budget account 380016-571142.

DISCUSSION:

MTS owns the building located at 1341 Commercial Street, commonly referred to by staff as "Building B". Building B houses San Diego Trolley Inc's Facilities, Revenue, and Stores functions. The existing offices in Building B are in poor condition and require rehabilitation and updating. This includes carpet replacement, new paint, upgrades for electrical lighting, and new cabinets to increase storage.

This work will be completed by issuing a JOC work order to MTS's JOC contractor for general building and facilities construction services. JOC is a procurement method under which public agencies may accomplish frequently encountered repairs, maintenance, and construction projects through a single, competitively procured long-term agreement.

The JOC program includes a catalogue of pricing for a variety of potential tasks to be performed under the contract that have been pre-priced by the contractor, The Gordian Group. All potential contractors are subject to the pricing within this catalogue. Each contractor then includes an



Agenda Item No. 16 April 25, 2024 Page 2 of 2

adjustment factor, escalating their proposed price from the catalogue price, to determine the total cost of the task order. The adjustment factor represents an average percentage increase over the catalogue price (i.e. 1.25 adjustment factor represents 25% above the catalogue price) for that respective task within the project. In order to select the lowest responsive and responsible bidder, MTS staff compares each contractor's proposed adjustment factor.

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

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

Today's proposed action would issue a work order to ABCGC under their JOC General Civil Construction master agreement to provide all materials, labor, and equipment for the Building B Office Improvements. Pricing for this repair work order was reviewed and determined to be fair and reasonable. Work is expected to be completed within ninety (90) days of issuance of the notice to proceed. ABCGC will be utilizing A&S Flooring Inc., Swift Electric, and Harborside Construction Inc., as subcontractors for this work order.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order MTSJOC324-48 under JOC to MTS Doc. No. PWG324.0-21 (in substantially the same format as Attachment A), with ABCGC, in the amount of \$220,792.67 for the improvements of offices in Building B.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Job Order MTS Doc No. MTSJOC324-48



JOB ORDER CONTRACT WORK ORDER

WORK OR THIS AGREEMENT is entered into this day of California by and between San Diego Metropolitan Tra agency, and the following, hereinafter referred to as "0	ansit System ("M	PWG324.0-21 CONTRACT NUMBER MTSJOC324-48 WORK ORDER NUMBER 2024, in the state of TS"), a California public
Name: <u>ABC General Contractor, Inc.</u>		National Avenue
Form of Business: <u>Corporation</u> (Corporation, partnership, sole proprietor, etc.)		n Diego, CA 92113 (619) 247-7113
Authorized person to sign contracts: TravisName	Brozowski	President Title
Pursuant to the existing Job Order Contract (MTS Doc to Contractor to complete the detailed Scope of Work (the Scope of Work (attached as Exhibit B.), and the s Order (attached as Exhibit C.)	attached as Exh	ibit A.), the Cost Breakdown for
TOTAL PAYMENTS TO CONTRACTOR SHALL NOT	EXCEED \$220,	792.67
SAN DIEGO METROPOLITAN TRANSIT SYSTEM	ABC GEN	NERAL CONTRACTOR, INC.
By: Sharon Cooney, Chief Executive Officer	Firm:	
Approved as to form:	By:Sig	gnature
By: Karen Landers, General Counsel	Title:	



EXHIBIT A (Scope of Work)

San Diego Metropolitan Transit System

1255 Imperial Ave San Diego, California 92101



Date: 3/13/2024

Job Order Contracting

Final Scope of Work

Contract No: PWG324.0-21

Job Order Title: Building B Offices Improvements

MTSJOC324-48

Location: Building B

1341 Commercial Street San Diego, CA 92101

Brief Scope

Job Order No:

To:

of Work: Rehabilitation of Offices in Building B.

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

From:

DETAILED SCOPE OF WORK

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

This work consists of **Building B Offices Improvements**

- I. SCOPE OF WORK The contactor shall:
- See attached detailed Appendix A

II.SUBMITTALS:

- Paints
- Carpet
- Steel Counting Table
- Storage Cabinet
- Layout
- Schedule

Final Scope of Work

Apage 1 of 3

III. STAGING:

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

IV.EXISTING UTILITIES:

- The contractor shall notify the Engineer and Underground Service Alert (USA) (800) 422-4133 (if applicable) at least two working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, wire or other structure.
- Contractor is to locate and protect in-place all existing underground facilities. The contractor shall coordinate with MTS personnel in order to have said facilities located and marked out by Cable, Pipe & Leak Detection (CPL) (619) 660-0844, or other approved utility locating subcontractor familiar with MTS facilities. All coordination and costs associated with (CPL) shall be provided by the contractor. If the Contractor cannot protect in-place existing underground facilities, the Contractor shall replace any damaged or removed underground facilities in a timely manner as to not allow for extended delays to the trolley services. If the services are subject to extended delays, the contractor shall notify MTS prior to the expiring of the original scheduled work time.
- Where such facilities are not located on the plans, no work shall be performed near said facilities
 until the owner, or his representative, has located the facility by potholing, probing, or other
 means that locate and identify the facility.

V.CONSTRUCTION SURVEYING:

 All field construction surveying required for accurate horizontal and vertical location, and other various items of work on the contract shall be furnished by the Contractor. For the elevation, slope, and location should generally be based on what is existing.

VI.TEMP FACILITIES:

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

VII.SAFETY AND ACCESS:

• All work will occur within during the weekend hours and Single-Tracking, and so caution must be taken around. Cover protection for construction might require. RWP Training is required.

VIII. WASTE:

• The contractor is responsible for legally disposing of any and all waste in relation to the work. The

Final Scope of Work

Appliage 2 of 3

contractor shall not use any onsite receptacles to dispose of material generated during the performance of this contract. Contractor is responsible for general cleanup at the end of each work day.

IX.SCHEDULE:

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

All job orders include the labor, equipment, and material costs for a complete and in-place installation, unless otherwise noted.

Final Scope of Work

Ar5age 3 of 3

EXHIBIT B (Cost Breakdown)

By Division Version: 2.0

Approved

Job Order: MTSJOC324-48

Proposal Value: \$220,792.67

Approved Date: March 12, 2024

Job Order Name: Building B Offices Improvements

Location: Building B 1244 Commercial Street Son D

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	\$2,900.12	\$0.00	\$0.00	\$2,900.12
03	Concrete	\$23,877.24	\$0.00	\$0.00	\$23,877.24
05	Metals	\$5,397.76	\$0.00	\$0.00	\$5,397.76
09	Finishes	\$82,477.53	\$0.00	\$10,804.87	\$93,282.40
10	Specialties	\$18,407.67	\$0.00	\$3,352.58	\$21,760.25
11	Equipment	\$34,902.63	\$0.00	\$0.00	\$34,902.63
12	Furnishings	\$16,821.77	\$0.00	\$0.00	\$16,821.77
26	Electrical	\$20,838.96	\$0.00	\$1,011.54	\$21,850.50
Line Count: 43			F	Proposal Total:	\$220,792.67

The Percentage of Non Pre-Priced on this Proposal:

0.0%

By Division Version: 2.0

Approved

Job Order: MTSJOC324-48

Proposal Value: \$220,792.67

Job Order Name: Building B Offices Improvements

Approved Date: March 12, 2024

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

01 Genera	01 General Requirements \$2								
Record #	CSI Number	Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total	
1	012220000010	Electrician	Installation	32.00	\$78.27	HR	1.1579	\$2,900.12	
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	HR	1.1579	\$0.00	

Includes Labor Yes Includes Equipment No Includes Materials No

User Note: Time to trace circuits in warehouse and break the leg for rear room, 2 men one day Item Note: For tasks not included in the Construction Task Catalog® and as directed by owner only.

							Total:	\$2,900.12
03 Concre	ete							\$23,877.24
Record #	CSI Number	Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total
2	030130710027	Up To 1/4" Wide, Latex Emulsion, Gravity Fed Non Structural Crack Repair For Concrete, Surface Applied With Squeeze Tube (Quikrete® Concrete Crack Seal)	Installation	344.00	\$5.33	LF	1.1579	\$2,123.03
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	LF	1.1579	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: Warehouse, Estimated 20% repair prior to seal

Item Note:

Total: \$2,123.03



By Division

Version: 2.0

Accepted

Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Job Order Name: Building B Offices Improvements
Approved Date: March 12, 2024

Location: Building B 1341 Commercial Street San Diego, CA 92101

\$1.52

SF

1.1579

\$3,141.61

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

3 033543000002 Mechanically Grind Concrete Installation 1,785.00

Floor With 40 Grit Metal Bonded Diamond Wheels

History: 1.1 Added, 1.2 Modified, 1.3 Demo: 0.000000 \$0.00 SF 1.1579 \$0.00

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-warehouse floor area = 1,560sqft

User Note: Warehouse Prep

Warehouse is 35x51-less Sup Off (140SF) plus area outside in front of staff restroom for a total of 1,785SF

Item Note:

4 033543000002 For Up To 500, Add MOD: Installation 140.00 \$2.95 SF 1.1579 \$478.21

Accepted History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Area outside warehouse infront of restroom

Item Note:

Total: \$478.21

5 033543000002 For >1,000 To 2,500, Add MOD: Installation 1,645.00 \$1.81 SF 1.1579 \$3,447.59

Accepted History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Warehouse (no Sup Off)

Item Note:

Total: \$3,447.59

By Division

Version: 2.0

Job Order: MTSJOC324-48 Approved

Proposal Value: \$220,792.67

Job Order Name: Building B Offices Improvements

Approved Date: March 12, 2024

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

033543000003 Mechanically Grind Concrete

Floor With 80 Grit Metal Bonded

Installation

1,785.00

\$1.21

1.1579

1.1579

\$2,500.89

Diamond Wheels

History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Demo:

0.000000

\$0.00

SF

SF

\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-warehouse floor area = 1,560sqft

Warehouse Prep User Note:

Warehouse is 35x51-less Sup Off (140SF) plus area outside in front of staff restroom for a total of 1,785SF

Item Note:

033543000003

For Up To 500, Add

MOD: 0162 Installation

140.00

\$2.35

SF

SF

Total: 1.1579

\$2,500.89

\$380.95

Accepted

6

Accepted

History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Area outside Warehouse infront of Staff restroom

Item Note:

8 033543000003

For >1,000 To 2,500, Add

MOD: 0164 Installation 1,645.00 \$1.44

Total: 1.1579

\$380.95

\$2,742.83

Accepted

History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Warehouse area less Sup Off

Item Note:

Total:

\$2,742.83

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^{*} Includes Price Changes due to Construction Task Catalog update

By Division

Version: 2.0

Accepted

Job Order: MTSJOC324-48 Approved

Proposal Value: \$220,792.67 Approved Date: March 12, 2024 Job Order Name: Building B Offices Improvements

Installation

Demo:

Location: Building B 1341 Commercial Street San Diego, CA 92101

1,785.00

0.000000

\$1.01

\$0.00

SF

SF

1.1579

1.1579

\$2,087.52

\$0.00

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

9 033543000004 Mechanically Grind Concrete

Floor With 100 Grit Resin **Bonded Diamond Wheels**

History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-warehouse floor area = 1,560sqft

Warehouse Prep User Note:

Warehouse is 35x51-less Sup Off (140SF) plus area outside in front of staff restroom for a total of 1,785SF

Item Note:

\$2,087.52 Total: 10 033543000004 For Up To 500, Add MOD: Installation 140.00 \$1.96 SF 1.1579 \$317.73 0162

History: 1.1 Added, 1.2 Modified, 1.3 Accepted

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Area outside of Warehouse infront of restroom

Item Note:

Total: \$317.73 SF 11 033543000004 For >1,000 To 2,500, Add MOD: Installation 1,645.00 \$1.21 1.1579 \$2,304.74 0164

History: 1.1 Added, 1.2 Modified, 1.3 Accepted

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Warehouse less Sup Off

Item Note:

Total: \$2,304.74

By Division

Version: 2.0

12

Accepted

Job Order: MTSJOC324-48 Approved

Proposal Value: \$220,792.67 Approved Date: March 12, 2024 Job Order Name: Building B Offices Improvements

Location: Building B 1341 Commercial Street San Diego, CA 92101

1,785.00

0.000000

\$0.94

\$0.00

SF

SF

1.1579

1.1579

\$1,942.84

\$0.00

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

033543000005 Mechanically Grind Concrete Installation

Floor With 150 Grit Metal **Bonded Diamond Wheels**

History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Demo:

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-warehouse floor area = 1,560sqft

User Note: Warehouse Prep

Warehouse is 35x51-less Sup Off (140SF) plus area outside in front of staff restroom for a total of 1,785SF

Item Note:

\$1,942.84 Total: 13 033543000005 For Up To 500, Add MOD: Installation 140.00 \$1.82 SF 1.1579 \$295.03 0162

History: 1.1 Added, 1.2 Modified, 1.3 Accepted

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Area outside Warehouse infront of Staff Restroom

Item Note:

Total: \$295.03 14 SF 033543000005 For >1,000 To 2,500, Add MOD: Installation 1,645.00 \$1.11 1.1579 \$2,114.27 0164

History: 1.1 Added, 1.2 Modified, 1.3 Accepted

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: Warehouse less Sup Off

Item Note:

					Total:	\$2,114.27
05 Metals						\$5,397.76
Record # CSI Number Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total

A-12

By Division

Version: 2.0

15

Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Approved Date: March 12, 2024 Job Order Name: Building B Offices Improvements

Location: Building B 1341 Commercial Street San Diego, CA 92101

EΑ

1.1579

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

050519000047 3/8" Diameter x 5" Length, Installation 64.00 \$15.07

304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt

Accepted History: 1.1 Added, 1.2 Accepted, 1.3 Demo: 0.000000 \$0.00 EA 1.1579 \$0.00

Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: Anchoring for new SS shelving - Wall

Item Note:

\$1,116.77 Total: 1/2" Bolt Diameter, 304/18-8 16 050519000152 Installation 96.00 \$26.31 EΑ 1.1579 \$2,924.58 Stainless Steel, Multi-Set Drop-In Anchor History: 1.1 Added, 1.2 Accepted, 1.3 0.000000 \$0.00 EΑ 1.1579 \$0.00 Accepted Demo: Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: Anchoring for new SS shelving - Floor

Item Note:

							Total:	\$2,924.58
17	055213000031	Stainless Steel, Wire Mesh Or Welded Wire Mesh, Railing Infill Panel	Installation	72.00	\$16.27	SF	1.1579	\$1,356.41
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00

Includes Labor No Includes Equipment No Includes Materials Yes

					Total:	\$1,356.41
09 Finishes						\$93,282.40
Record # CSI Number Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total

Price Proposal Combined Report



\$1,116.77

^{*} Includes Price Changes due to Construction Task Catalog update

By Division

Version: 2.0

18

Accepted

Job Order: MTSJOC324-48 Approved

Proposal Value: \$220,792.67 Approved Date: March 12, 2024 Job Order Name: Building B Offices Improvements

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Up To 2 SF, Cut And Patch 090120910002 Hole In Gypsum Board To

Match Existing

History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted

Demo:

Installation

0.000000

188.00

\$0.00

\$16.95

SF

SF

1.1579

1.1579

\$0.00

\$3,689.76

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: Wall prep/repair before painting

Item Note: Per location.

\$3,689.76 Total: 19 090160910012 Grinding Of Existing Concrete Installation 273.00 \$7.60 SY 1.1579 \$2,402.41 Floor Prior To Installation Of Flooring History: 1.1 Added, 1.2 Modified, 1.3 0.000000 \$0.00 SY 1.1579 \$0.00 Demo: Accepted Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-472sy = 4,248 sqft. Total qty of carpet is 1,800sqft. Revenue Area=610sqft and Staff Offices and

Break Area = 1,200sqft. Kindly double check

User Note: Flooring prep

Carpet Area 2,459SF

Item Note:

							Total:	\$2,402.41
20	090160910013	Chemical Prepare Existing Concrete Floor Prior To Installation Of Flooring	Installation	273.00	\$6.64	SY	1.1579	\$2,098.95
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	SY	1.1579	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Owner Comments: V:1.2-472sy = 4,248 sqft. Total qty of carpet is 1,800sqft. Revenue Area=610sqft and Staff Offices and

Break Area = 1,200sqft. Kindly double check

Flooring prep User Note:

Carpet Area 2,459SF

Item Note:

Total:

\$2,098.95

A-14

^{*} Includes Price Changes due to Construction Task Catalog update

By Division

Version: 2.0
Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Job Order Name: Building B Offices Improvements

Approved Date: March 12, 2024 Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

21 090190520014 Hand Wash, Minor Repair And

Light Sanding Drywall Surfaces,

Surface Preparation

Accepted History: 1.1 Added, 1.2 Modified, 1.3 Demo: 0.000000

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

Owner Comments: V:1.2-Total walls = 6886sqft

User Note: Wall prep/repair before painting

Total painted Walls in 9,340SF

(See matrix submitted)

Item Note:

22 090190520014 For Up To 100, Add MOD: Installation 9,340.00 \$0.94 SF 1.1579 \$10,165.90

Installation

\$0.47

\$0.00

9,340.00

SF

SF

1.1579

1.1579

\$5,082.95

\$0.00

Accepted History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: All small rooms phased out

Item Note:

							Total:	\$10,165.90
23	090190520015	Scrape, Repair And Sand Severely Damaged Drywall Surfaces, Surface Preparation	Installation	934.00	\$0.87	SF	1.1579	\$940.89
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: Wall prep/repair before painting

Item Note:

24 090190520015 For Up To 100, Add MOD: Installation 934.00 \$1.64 SF 1.1579 \$1,773.62 0323

Accepted History: 1.1 Added, 1.2 Accepted, 1.3

Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: All small rooms phased out

Item Note:

Total: \$1,773.62

By Division

Version: 2.0

Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Approved Date: March 12, 2024 Job Order Name: Building B Offices Improvements

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

Removal Of Glue From \$0.85 SF 25 096513330005 Installation 2,459.00 1.1579 \$2,420.18 Concrete Floor Accepted History: 1.1 Added, 1.2 Modified, 1.3 Demo: 0.000000 \$0.00 SF 1.1579 \$0.00

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment No Includes Materials No

Owner Comments: V:1.2-Total qty of carpet is 1,800sqft. Revenue Area=610sqft and Staff Offices and Break Area =

1,200sqft

User Note: Flooring prep

Item Note: For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile

installation.

\$2,420.18 Total: \$44.82 SY 26 096816000031 38 Ounce, Heavy Traffic, Non Installation 273.00 1.1579 \$14,167.90 Patterned, Nylon Broadloom Accepted History: 1.1 Added, 1.2 Modified, 1.3 Demo: 472.000000 \$19.77 SY 1.1579 \$10,804.87 Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Owner Comments: V:1.2-472sy = 4,248 sqft. Total qty of carpet is 1,800sqft. Revenue Area=610sqft and Staff Offices and

Break Area = 1,200sqft. Kindly double check

User Note: New 2,459SF = 273SY

Item Note:

Total: \$24,972.77

27 096816000031 For Up To 15, Add MOD: Installation 472.00 \$2.64 SY 1.1579 \$1,442.84

Accepted History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials No

User Note: All small rooms phased out

Item Note:

Total: \$1,442.84

A-16

By Division Version: 2.0

28

Accepted

Job Order: MTSJOC324-48 Approved

Proposal Value: \$220,792.67 Job Order Name: Building B Offices Improvements

Approved Date: March 12, 2024 Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

1 Coat Primer, Brush/Roller 099123000062

Work, Paint Interior Plaster/Drywall Walls

History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Demo:

Installation

0.000000

9,340.00

\$0.00 SF

SF

\$0.55

1.1579

1.1579

\$0.00

\$5,948.13

Owner Comments: V:1.2-Total walls = 6886sqft

User Note: 9,340SF Walls

Total painted Walls in 9,340SF

(See matrix submitted)

Item Note:

Total: \$5,948.13 SF 1.1579 29 099123000062 For Up To 100, Add MOD: 9.00 \$0.35 \$3.65 Installation 0278

Accepted History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: All small rooms phased out

Item Note:

							Total:	\$3.65
30	099123000064	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	Installation	9,340.00	\$1.09	SF	1.1579	\$11,788.12
Accepted		History: 1.1 Added, 1.2 Modified, 1.3 Modified, 2.0 Accepted	Demo:	0.000000	\$0.00	SF	1.1579	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Owner Comments: V:1.2-Total walls = 6886sqft

User Note: 9,340SF Walls

Total painted Walls in 9,340SF

(See matrix submitted)

Item Note:

Total: \$11,788.12 SF 31 MOD: \$0.71 099123000064 For Up To 100, Add 9,340.00 1.1579 \$7,678.50 Installation 0278

Accepted History: 1.1 Added, 1.2 Modified, 1.3

Modified, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: All small rooms phased out

Item Note:

Total: \$7,678.50

By Division

Version: 2.0

Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Job Order Name: Building B Offices Improvements
Approved Date: March 12, 2024

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

32 099123000128 1 Coat Primer, Brush/Roller Installation 0.00 \$0.65 SF 1.1579

Work, Paint Interior Acoustical Ceiling

Accepted History: 1.1 Added, 1.2 Modified, 1.3 Demo: 0.000000 \$0.00 SF 1.1579 \$0.00

Accepted, 2.0 Accepted

Includes Labor No Includes Equipment No Includes Materials No

Owner Comments: V:1.2-Removed.

User Note: 4,244SF Ceilings

Item Note:

33 099123000128 For Up To 100, Add MOD: Installation 4,244.00 \$0.43 SF 1.1579 \$2,113.07

Accepted History: 1.1 Added, 1.2 Modified, 1.3

Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: All small rooms phased out

Item Note:

Total: \$2,113.07 34 2 Coats Paint, Brush/Roller Installation SF 099123000130 4,244.00 \$1.17 1.1579 \$5,749.53 Work, Paint Interior Acoustical Ceiling Accepted History: 1.1 Added, 1.2 Accepted, 1.3 Demo: 0.000000 \$0.00 SF 1.1579 \$0.00 Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: 4,244SF Ceilings

Item Note:

Total: \$5,749.53

35 099123000130 For Up To 100, Add MOD: Installation 4,244.00 \$0.78 SF 1.1579 \$3,833.02

Accepted History: 1.1 Added, 1.2 Accepted, 1.3

Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: All small rooms phased out

Item Note:

Total: \$3,833.02

\$0.00

Price Proposal Detail Report

By Division

Version: 2.0

Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Approved Date: March 12, 2024 Job Order Name: Building B Offices Improvements

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

36 099313530003 Stain Sealer, Brush/Roller Work Installation \$0.57 SF 1.1579 \$1,178.11 1,785.00 Accepted History: 1.1 Added, 1.2 Accepted, 1.3 Demo: 0.000000 \$0.00 SF 1.1579 \$0.00

Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: Warehouse

Item Note:

							Total:	\$1,178.11
10 Specia	10 Specialties							\$21,760.25
Record #	CSI Number	Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total
37	102616130022	2" High, 1-3/4" Deep, D- Shaped, Rubber Wall Guard (Pawling D-2)	Installation	934.00	\$15.07	LF	1.1579	\$16,297.88
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	934.000000	\$3.10	LF	1.1579	\$3,352.58

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: New Wall base

Item Note:

							Total:	\$19,650.46
38	105616000005	Built-in Wood Storage Shelving Closet Shelf Of Pine With Rod	Installation	96.00	\$18.98	SF	1.1579	\$2,109.79
Accepted		History:	Demo:	0.000000	\$4.46	SF	1.1579	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: New custom wood shelving around printer in counting room Estimate 12x8

Item Note:

						Total:	\$2,109.79
11 Equipment							\$34,902.63
Record # CSI Number	Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total



^{*} Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division

Version: 2.0

Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Job Order Name: Building B Offices Improvements

Approved Date: March 12, 2024 Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

39 114123000486 21" x 60" Stainless Steel Installation 8.00 \$3,767.88 EA 1.1579 \$34,902.63 Modular Wire Shelving, 5 Tier,

74" Posts

Accepted History: 1.1 Added, 1.2 Accepted, 1.3 Demo: 8.000000 \$0.00 EA 1.1579 \$0.00

Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: "Like" new custom stainless steel shelving. 5 for front room, 3 for safe room

Item Note:

							Total:	\$34,902.63
12 Furnishings								\$16,821.77
Record #	CSI Number	Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total
40	123116000099	16 Gauge Stainless Steel Countertop Without Backsplash	Installation	65.00	\$73.42	SF	1.1579	\$5,525.85
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$4.81	SF	1.1579	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: "Like" New custom Counting table top

Item Note:

							Total:	\$5,525.85
41	125523000025	6-MRN, Pedestal Table, 63-1/2" x 39-1/2" Stainless Steel Table Top, Up To 20	Installation	6.00	\$1,625.92	EA	1.1579	\$11,295.92
Accepted		History: 1.1 Added, 1.2 Accepted, 1.3 Accepted, 2.0 Accepted	Demo:	0.000000	\$122.49	EA	1.1579	\$0.00

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: "Like" new custom stainless steel counting table base

Item Note:

					Total:	\$11,295.92
26 Electrical						\$21,850.50
Record # CSI Number Description	Туре	Quantity	Unit Price	UOM	Factor	Line Total

^{*} Includes Price Changes due to Construction Task Catalog update

Price Proposal Detail Report

By Division Version: 2.0

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Approved Job Order: MTSJOC324-48

Proposal Value: \$220,792.67 Job Order Name: Building B Offices Improvements
Approved Date: March 12, 2024

Location: Building B 1341 Commercial Street San Diego, CA 92101

Contractor: ABC General Inc. Contract Number: PWG324.0-21

Contract Name: JOC Building and Facilities Construction Services. - Option 3

260923000148 18 Zone, Surface Mount, 0 To Installation 2.00 \$1,139.06 EA 1.1579 \$2,637.84 10 Volt Dimming, Wireless

(ZigBee) LED Lighting Control Panel (PlanLED GigaTera

IPC18Z)

Accepted History: 1.1 Added, 1.2 Accepted, 1.3 Demo: 0.000000 \$110.73 EA 1.1579 \$0.00

Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

User Note: New dimmers for Rev. office and Warehouse

Item Note:

43 26511900094 2' x 4', 4,600 Lumens, Surface Installation 26.00 \$604.58 EA 1.1579 \$18,201.12 Mount, Shadow Box Style LED Fixture (Lithonia 2SBSLX4)

Accepted History: 1.1 Added, 1.2 Accepted, 1.3 Demo: 26.000000 \$33.60 EA 1.1579 \$1,011.54 Accepted, 2.0 Accepted

Includes Labor Yes Includes Equipment Yes Includes Materials Yes

Total: \$19,212.66

Proposal Total: \$220,792.67

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

EXHIBIT C (Subcontractor Listing)

San Diego Metropolitan Transit System

1255 Imperial Ave San Diego, CA 92101



Date: 3/12/2024

Job Order Contracting

Subcontractor Report

Contract #: PWG324.0-21

Job Order #: MTSJOC324-48

Job Order Title: Building B Offices Improvements

Job Order Value: \$220,792.67 Location: Building B

Contractor: ABC General Inc. **Subcontractors:** A&S Flooring Inc.

Harborside Construction Inc

Swift Electric

Subcontractor Name	License Number	Describe Nature of Work (Trade)	Certifications	Subcontractor Total	%
A&S Flooring Inc. 2461 Fenton St, Chula Vista, CA 91914	801134	Carpet layer		\$35,745.00	16.19%
Harborside Construction Inc 2010 Garrison Way, El Cajon, CA 92019	730817	Painting		\$60,000.00	27.17%
Swift Electric 12515 Woodside Ave #906, Lakeside, CA 92040	915171	Electrician		\$28,700.00	13.00%

Summary

Certification Name	Value	%
	\$124,445.00	27.17%
Total	\$124,445.00	56.36%



Agenda Item No. 17

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

El Cajon Third Track Construction Management (CM) 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-CM02.02 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with Kleinfelder Construction Services, Inc. (KCS), for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 CM services in the amount of \$411,792.40.

Budget Impact

The total cost of this amendment is estimated to be \$411,792.40, and the total cost for this contract is estimated to be \$1,910,165.46. This project is funded by the Capital Improvement Program (CIP) account 2005113501 – El Cajon Third Track and CIP account 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 the third, a new track, to accommodate a two-car train that can be operated 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 MTS Board of Directors on May 12, 2022 (Agenda Item (AI) 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 (Al 12), the Board approved the original Work Order for this project. Kleinfelder Construction Services, Inc. (KCS) was chosen as the most qualified firm after a request for proposal process with MTS's On-Call CM Services Panel. The CM Work Order value and period of performance was based on the expectation of a one-year construction period. Due to additional extended lead times for materials and the intricate nature of the project, on October 19, 2023 (Al 9), the Board approved Amendment No. 1 extending the work order and adding additional funds through February 2024.

Staff now anticipates that the project will require extra time for completion and closeout. Construction is currently estimated to be complete in June 2024. The remaining work requires four weekend shutdowns of trolley services to complete the track, signaling, and OCS work. The Capital Projects and Procurement teams are separately working with the construction contractor to review and evaluate the basis for the schedule delays and any remedies available to MTS.

The KCS Work Order and amendments are summarized below:

Work Order No.	Purpose	Amount	Board Approval Date
WOA2498-CM02	Original Work Order - CM	\$999,582.29	05/12/22, AI 12
WOA2498- CM02.01	Add funds and time to Work Order	\$498,790.77	10/19/23, AI 9
WOA2498- CM02.02	Add additional funds and time to Work Order	\$411,792.40	Today's Proposed Action
	Total	\$1,910,165.46	

KCS's proposed fee amount of \$411,792.40 is less than MTS's Independent Cost Estimate (ICE) of \$434,280.00 and was determined to be fair and reasonable. For this project, KCS will utilize the following subcontractors:

Subcontractor Name	Subcontractor Certification	Subcontract Amount	
CA Wehsener Engineering	N/A	\$77,351.92	
Destination Enterprises	SB, LGBTBE, WBE	\$41,665.37	

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order Amendment No. WOA2498-CM02.02 under MTS Doc. No. G2498.0-21 (in substantially the same format as Attachment A), with KCS, for the El Cajon Third Track and El Cajon Third Track – Interlocking E26 CM services in the amount of \$411,792.40.

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

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

Attachment: A. Draft Work Order Amendment No. WOA2498-CM02.02



April 25, 2024

MTS Doc. No. G2498.0-21 Work Order No. WOA2498-CM02.02

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. 2 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. 2 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.

SCHEDULE

As a result of this Amendment, the Schedule shall be extended by four (4) months. The Schedule shall follow contract PWL341.0-22 El Cajon Third Track Construction with Shimmick Construction Company, Inc. which was for a period of three hundred sixty (360) calendar days from the issuance of the Notice to Proceed to the construction contractor. The NTP was issued on September 26, 2022. Inclusive of this schedule, acknowledging the construction project may experience delays/extensions, the period of performance of this work order shall be for two hundred seventy (300) days.

PAYMENT

As a result of this Amendment, the Payment shall be increased by \$411,792.40. The Payment based on actual costs in the revised not-to-exceed amount of \$1,910,165.46. Payment shall not be increased without prior written authorization of MTS (Attachment A).



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.

Sharon Cooney
Chief Executive Officer

Marc Mcintyre
Kleinfelder Construction Svcs. Inc.

Date:

Attachments: A - Negotiated Fee Proposal

ATTACHMENT A NEGOTIATED FEE PROPOSAL



Work Order Estimate Summary

MTS Doc. No.

G2498.0-21

Work Order No.

WOA2498-CMO2

В

Amendment 02

Attachment:

Work Order Title: El Cajon Third Track CM

Project No:

WOA2498-CMO2

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1	0270	Construction Management and Inspection Services	\$411,792.40

Totals = \$411,792.40

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Project / Task Order Management	36.0	\$5,740.81
2	2	Engineering / Inspection	1,856.0	\$392,334.56
3	3	Materials Sampling and Testing	50.0	\$13,717.04

Totals = 1,942.0 \$411,792.40

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

(If App	olicable	, Selec	t One)			
DBE	DVBE	SBE	Other	Consultant	Labor Hrs	Total Costs
			Х	Kleinfelder Construction Services *	1,312.0	\$279,058.08
		Х		CA Wehsener Engineering	384.0	\$77,351.92
			Х	Kleinfelder	50.0	\$13,717.04
X		Х		Destination Enterprises	196.0	\$41,665.37

Totals = 1,942.0 \$411,792.40

NOTES

2. Billing rates included in this cost proposal are based upon the published rate table incorporated into Contract G2498.0-21 and as finalized by SANDAG under Contract 550870

^{1.} Field inspection and materials testing rates have been adjusted as necessary to comply with prevailing wage DIR Determination SD-23-63-3-2021-1D. Rates are calculated using assumed fringe value of \$12/hr. Actual rates are calculated monthly per SANDAG direction.

				Consul	tant/Subconsultant:	Kleinfelder Constr	uction Services, In	ic							MTS Doc. No.:	G2498.0-21
Total Hours =	1,312					2									Work Order No.:	WOA2498-CMO2 An
Total Costs =	\$279,058.08				Work Order Title:	El Cajon Third Tra	ck CM								Attachment:	В
			ODCs (See Attachment)	Michalle Beringhaus - Task Order Manager - July 2023 - June 2024 Rate	Michalle Beringhaus - Task Order Manager - July 2024 - June 2025 Rate	Jesus Berrios - Project Controls II - July 2023 - June 2024 Rate	Jesus Berrios - Project Controls II - July 2024 - June 2025 Rate	Rex Crabtree - Building Inspector Group 2 PW - July 2023 - June 2024 Rate	Rex Crabtree - Building Inspector Group 2 PW - July 2024 - June 2025 Rate	Hank Gentile- Contract Manager Group 2 PW - July 2023 - June 2024 Rate	Keith Kranda - Senior Field Inspector Group 2 PW - July 2023 - June 2024 Rate	Keith Kranda - Senior Field Inspector Group 2 PW - July 2024 - June 2025 Rate	Hassan Mustafa - Engineer Supervising - July 2023 - June 2024 Rate	Hassan Mustafa - Engineer Supervising - July 2024 - June 2025 Rate	Total Hours	Totals
m TASKS/WBS	TASKS/WBS Description	on		\$ 214.15	\$ 219.93	\$103.83	\$ 106.63	\$ 173.67	\$ 178.36	\$249.83	\$190.83	\$ 195.98	\$237.94	\$ 244.36		
Task 1	Project / Task Order Management															
Project / Task Ord				16	2	16	2								36	\$5,740.81
			0													
									-						0	\$0.00
		Subtotals (Hours) =	N/A	16	2	16	2	0	0	0	0	0		Г	36	\$5,740.81
Task 2	Engineering / Inspection	Subtotals (Costs) =	\$0.00	\$3,426.40	\$439.86	\$1,661.28	\$213.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		L	36	\$5,740.81
Engineering / Insp			\$10,981.58					444	40		220	12	480	80	1,276	\$273,317.27
ingineering / mop	Oddon		φ10,001.00					777			220	12	700		1,270	Ψ270,017.27
															0	\$0.00
		Subtotals (Hours) =	N/A	0	0	0	0	444	40	0	220	12	480	80	1,276	\$273,317.27
		Subtotals (Costs) =	\$10,981.58	\$0.00	\$0.00	\$0.00	\$0.00	\$77,108.73	\$7,134.29	\$0.00	\$41,982.60	\$2,351.79	\$114,209.43	\$19,548.85	1,276	\$273,317.27
ask 3	Materials Sampling and Testing													_	*	
/laterials Samplin	g and Testing		\$0.00					0							0	\$0.00
															0	\$0.00
															0	\$0.00
		Subtotals (Hours) =	N/A	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]	\$0.00
	Totals (Summary) =												Totals =	F	1,312	\$279,058.08
	Totals (Summary) = Total (Hours) =		N/A	16	2	16	2	444	40	0	220	12		<u></u>	1312	φ2 <i>1</i> 3,030.00
	Total (Costs) =		\$0.00		\$439.86	16 \$1,661.28			\$7,134.29		\$41,982.60				1312	\$279,058.08
	Percentage of Total (Hours) = Percentage of Total (Costs) =		0% 4%		0% 0%		0% 0%		3%	0% 0%	17% 15%	1% 1%		6% 7%	100%	100%

Work Order Estimate Summary

Consultant/ Subconsultant: Kleinfelder Construction Services, Inc	Contract No:	G2498.0-21	
	Task Order No.	WOA2498-CMO2	Amendment 02
Work Order Title: El Cajon Third Track CM	Attachment:	В	

TASKS/WBS (1-5)

ODC				7	Task 1	Ta	ask 2	7	Гask 3	-	Гask 4	Т	ask 5
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Field Vehicle	Month	\$1,377.00			7.98	\$10,981.58						
2													
3													
4													
5													
6													
							\$40,004.50						
				Subtotal =		Subtotal =	\$10,981.58	Subtotal =		Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC												Т	otals
ltem	Description	Quantity	Total	Quantity	Total								
1	Field Vehicle											7.98	\$10,981.58
2													
3													
4													
5													
6													
		0.4.4.4.		Outro		0.4.4.4] 0] 0.44.44			\$40.004.F0
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$10,981.58

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING ADM 2033 (Rev. 10/23/18)

- Issue Date: - Effective Date:

Determination Number:

- Expiration Date :

SD-23-63-3-2021-1D August 22, 2021 September 1, 2021 *June 30, 2022

Consultant/Subconsultant Name: Agreement Number: G2498.0-21

Attachment 2

Date Prepared: 5/19/2022 Page No.:

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%

0.10%

FEE = 8.50%

, or loaded limity rate ((i.e x o) or or load					,			,																										(Field/Home) r Fringe (Field)	= 2.25485 = 2.25485
Name & Work Information	Home / Field / Project Specific Personnel	t	(only a	pplicable f	or prevai	shed by State	rk)			(fringe		year over year)				ELTA (TOTA byee Total R Rate			Applicat DELTA (TO Employee Total	TAL) =		DELTA (Base D	Applio DELTA DIR Rate - I	Base = Employee	DELTA	A FRINGE = DELTA BASE - DIR)	Loaded	d Hourly Billi		Effe H [A	ective Date of lourly Rate dd RFQ/RFP	,	rly Hourly Range
			ase Salar 1.5 OT			Base Salary Straight 1.5			Base Salary ght 1.5 OT 2	7.0	inge	Total = Base + F Straight		T 2.0 OT	Straigh	1.5 OT	2.0 OT	Strai			OT Strai	ght 1.5	OT 2.0	OT Stra	Base laight 1.5 (OT 2.0 OT	_	 7 1.5 OT 2.0 OT	Straight	1.5 0	2.0 01		rtisement Date n To	9]	101 01400
Keith Kranda - Building Inspector Group 2 PW	FIELD	\$52.21 \$52.21	\$78.32 \$78.32	\$104.42 \$104.42	\$30.04 \$30.04	\$82.25 \$108 \$82.25 \$108 \$82.25 \$108	3.36 \$134 3.36 \$134	.46 \$75	47 \$113.21 \$7 51 \$116.26 \$7	150.94 \$12 155.02 \$12	2.17								\$.00			36 \$34 \$37	9,								19 19				
4. Non-Exempt 5. Full Time	Prevailing Wage Work REG SHIFT	\$52.21 \$52.21	\$78.32 \$78.32	\$104.42 \$104.42	\$30.04 \$30.04	\$82.25 \$108 \$82.25 \$108	3.36 \$134 3.36 \$134	.46 \$84 .46 \$86	63 \$126.95 \$7 92 \$130.37 \$7	169.26 \$12	2.17	\$96.80 \$99.09		12 \$181.43 54 \$186.00						\$0.0 \$0.0	\$32.4 00 \$34.7	42 \$48 71 \$52	.63 .06 \$69	\$0.41 \$0.	00 \$0.0 00 \$0.0	\$0.00 \$0.00		\$0.00 \$0.00 \$0.00	\$190.83 \$195.98		\$381.6 7 \$391.9	6 7/1/20 6 7/1/20	023 6/30/20 024 6/30/20		.63 N/A .92
Keith Kranda - Building Inspector Group 2 PW	FIELD	\$52.71	\$79.07	\$105.42	\$30.04	\$82.75 \$109	0.11 \$135	.46 \$75	47 \$113.21 \$ ⁷	150.94 \$12	2.17	\$87.64												+			1								N/A
4. Non-Exempt 5. Full Time	Prevailing Wage Work SPECIAL SHIFT	\$52.71 \$52.71 \$52.71	\$79.07 \$79.07 \$79.07	\$105.42 \$105.42 \$105.42	\$30.04 \$30.04 \$30.04	\$82.75 \\$109 \$82.75 \\$109 \$82.75 \\$109	9.11 \$135 9.11 \$135 9.11 \$135	.46 \$76 .46 \$84 .46 \$87	60 \$114.90 \$7 63 \$126.95 \$7 17 \$130.75 \$7	153.20 \$12 169.26 \$12 174.34 \$12	2.17 2.17 2.17	\$88.77 \$96.80 \$99.34		12 \$181.43 92 \$186.51							\$31.9 00 \$34.4					\$0.00 \$0.00		\$0.00 \$0.00 \$0.00			4 \$381.6 3 \$393.1		024 12/31/20 025 6/30/20		63 17
Rex Crabtree - Building Inspector Group 2 PW	FIELD	\$52.21 \$52.21	\$78.32 \$78.32	\$104.42 \$104.42	\$30.04 \$30.04	\$82.25 \$108 \$82.25 \$108 \$82.25 \$108	3.36 \$134 3.36 \$134	.46 \$0.	00 \$0.00 \$	\$0.00 \$1	1.47	\$11.47 \$11.47																							
4. Non-Exempt 5. Full Time	Prevailing Wage Work REG SHIFT	\$52.21 \$52.21	\$78.32 \$78.32	\$104.42 \$104.42	\$30.04 \$30.04	\$82.25 \$108 \$82.25 \$108	3.36 \$134 3.36 \$134	.46 \$77	02 \$115.53 \$7 10 \$118.65 \$7			\$88.49 \$90.57		00 \$165.51 12 \$169.67				\$0.0 \$0.0			00 \$24.8 00 \$26.8				00 \$0.0 00 \$0.0			\$0.00 \$0.00 \$0.00	\$173.67 \$178.36		0 \$347.3 4 \$356.7		023 6/30/20 024 6/30/20		.02 N/A .10
Rex Crabtree - Building Inspector Group 2 PW	FIELD	\$52.71 \$52.71	\$79.07 \$79.07	\$105.42 \$105.42	\$30.04 \$30.04	\$82.75 \$109 \$82.75 \$109).11 \$135).11 \$135	.46 \$0.	00 \$0.00 \$	\$0.00 \$1° \$0.00 \$1°		\$11.47 \$11.47						K																	N/A
4. Non-Exempt 5. Full Time	Prevailing Wage Work SPECIAL SHIFT	\$52.71	\$79.07	\$105.42	\$30.04	\$82.75 \$109 \$82.75 \$109	9.11 \$135	.46 \$77	02 \$115.53 \$7 33 \$119.00 \$7	154.04 \$1	1.47	\$88.49 \$90.80	\$127.0 \$130.4	\$165.51 \$170.13	\$5.74 \$8.05	\$17.90 \$21.36	\$30.05 \$34.67	\$0.0 \$0.0		\$0.0 \$0.0	\$24.3 \$26.0				00 \$0.0 00 \$0.0			\$0.00 \$0.00 \$0.00	\$173.67 \$178.88				024 12/31/20 025 6/30/20		02 33

Work Order Estimate Summary

				Consu	ltant/Subconsultant:	CA Wehsener Eng	jineering	MTS	Doc. No.:	G2498.0-21	
	Total Hours =	384]					Work	Order No.:	WOA2498-CMO2	Amendment 02
	Total Costs =	\$77,351.92			Work Order Title:	El Cajon Th	nird Track CM	At	tachment:	В	
			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	
Item	TASKS/WBS	TASKS/WBS Description		\$ 217.86	\$ 223.74	\$ 229.78	\$154.07	\$190.91			
1	Task 1	Project / Task Order Management			1						
•	Project / Task Orde										1
	,										
		Subtotals (Hours) =	N/A								ı
		Subtotals (Costs) =						ĺ]
2	Task 2	Engineering / Inspection						'			J
	Engineering / Inspe					104		280	384	\$77,351.92]
	5 22 52 21									¥11,00110_	1
		Subtotals (Hours) =	N/A			104		280	384	\$77,351.92	J
		Subtotals (Costs) =				\$23,897.12		\$53,454.80	384	\$77,351.92]
3	Task 3	Materials Sampling and Testing							•		•
	Materials Sampling]
		,									1
		Subtotals (Hours) =	N/A								-
		Subtotals (Costs) =	:								
		Subtotals (Hours) =	· N/A								_
		Subtotals (Costs) =	:]
		Totals (Summary) =							384	\$77,351.92	
		Total (Hours) =	N/A		7	104		280	384		-
		Total (Costs) =				\$23,897.12		\$53,454.80		\$77,351.92	
		Percentage of Total (Hours) =	N/A			27%		0.729166667	100%		
		Percentage of Total (Costs) =				31%		0.691059769	10070	100%	
						3170				. 50,0	

CAW

G2498.0-21

Attachment 2

107.00%

107.00%

8.50%

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)

SD-23-63-3-2021-1D **Determination Number:**

Employee Actual Rate

(fringe benefits vary year over year)

Total = Base + Fringe

Base Salary

\$52.21 \$78.32 \$104.42 \$30.04 \$82.25 \$108.36 \$134.46 **\$85.00** \$127.50 \$170.00 \$25.68 \$110.68 \$153.18 \$195.68 \$0.00 \$0.00

Straight 1.5 OT 2.0 OT Benefits Straight 1.5 OT 2.0 OT Straight 1.5 OT 2.0 OT Fringe Straight 1.5 OT 2.0 OT Straight 1.5 OT 2.0 OT

August 22, 2021 - Issue Date: - Effective Date: September 1, 2021

Applicable

DELTA (TOTAL) =

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Employee Total - DIR Total

*June 30, 2022 - Expiration Date :

Date Prepared: 6/13/2023

Page No.: 1 of 1

Fringe Benefit % **Home Office:** Overhead % General Administration % Combined % NORMAL 107.00% OVERTIME 106.85% Field Office: Fringe Benefit % Overhead % General Administration % Combined % NORMAL 107.00% OVERTIME 107.00% Project Specific: Fringe Benefit % Overhead % **General Administration %** Combined %

FEE

85.00

2.70% \$

Consultant/Subconsultant Name:

Agreement Number:

													0.0070
											FCCM	0.10%	
										Delta Base Mul		,	2.24595
									Applicable D	Delta Fringe M	ultiplier Fri	nge (Field) =	2.24595
DI	Applicable ELTA Base e - Employ Rate) =	DELTA	le DELTA A TOTAL - BASE nployee - [d Hourly Billir	ng Rates	Hour [Add l	ve Date of rly Rate RFQ/RFP ement Date]	% Escalatio n Increase	Actual Hourly Rate	Hourly Range for Class
Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	From	То	increase		

\$275.91

7/1/2023

6/30/2024

\$233.41

OVERTIME

Loaded Billing Rate Calculations:

Non-Exempt Employee Loaded Billing Rates:

Name & Work Information

Javier Rangel - Building Inspection Group 2 PW

4. Non-Exempt

5. Full Time

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)]

Prevailing Wage Rate established by State DIR

(only applicable for prevailing wage work)

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.

Fringe otal Base Salary + Fringe Benefi

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.

Home / Field /

Project Specific

Personnel

FIELD

Prevailing Wage

Work **REG SHIFT**

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.

Base Salary

Work Order Estimate Summary

			_	Consultant	t/Subconsultant:	Kleinfelder, In	C.			MTS Doc. No.:	G2498.0-21	
	Total Hours =	50								Work Order No.:	WOA2498-CMO2	Amendm
	Total Costs =	\$13,717.04		W	Vork Order Title:	El Cajon Third	l Track CM			Attachment:	В	
			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	Torre - Building		Totals	
Item	TASKS/WBS	TASKS/WBS Description		\$ 249.02	\$255.74	\$262.65	\$188.96	\$ 194.06	\$ 199.30			
	T1 4	Ducinet / Took Order Management			1					1		_
	Task 1 Project / Task Ord	Project / Task Order Management										٦
	Trojoct/ rack Cra	or management										1
		Subtotals (Hours) =	N/A		,			1		•		_
		Subtotals (Costs) =										
	Task 2	Engineering / Inspection										_
	Engineering / Insp	ection										
		Subtotals (Hours) =										7
_		Subtotals (Costs) =			1							_
	Task 3	Materials Sampling and Testing	00.074.04					I	1	50	* * * * * * * * * *	7
	Materials Samplin	g and Testing	\$3,371.94			6			44	50	\$13,717.04	
		Subtotals (Hours) =	N/A			6			44	<u> </u>	\$13,717.04	J
		Subtotals (Costs) =				6 \$1,575.90			\$8,769.20	50 50		_
		Subtotals (Costs) = Subtotals (Hours) =				Ψ1,070.30			ψυ, ευσ. 20		ψ13,717. 0 4	_1
		Custotais (Hours) =	14/71									
		Subtotals (Costs) =										7
		(-
		Totals (Summary) =								50	\$13,717.04	7
		• • • • • • • • • • • • • • • • • • • •	N/A			6			44			_
		Total (Costs) =	\$3,371.94			\$1,575.90			\$8,769.20		\$13,717.04	1
						-			-		•	
		Percentage of Total (Hours) = Percentage of Total (Costs) =	N/A 25%			12% 11%			88% 64%		100%	, D

Work Order Estimate Summary

Consultant/ Subconsultant:	Kleinfelder	Contract No:	G2498.0-21	
		Task Order No.	WOA2498-CMO2	Amendment 02
Work Order Title:	El Cajon Third Track CM	Attachment:	В	

TASKS/WBS (1-5)

ODC				7	Гask 1	7	ask 2		Task 3	•	Task 4	Т	ask 5
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Lab Fees (various testing)	Estimate	\$3,056.00					1.0	\$3,056.0	0			
2	Field Vehicle	Month	\$1,011.00					0.3	\$315.9	4			
3													
4													
5													
6													
7													
8													
			,	Subtotal =		Subtotal =		Subtotal =	\$3,371.9	Subtotal =		Subtotal =	

TASKS/WBS (6-10)

ODC												То	tals
Item	Description	Quantity	Total	Quantity	Total								
1												1	\$3,056.00
2												0	\$315.94
3													
4													
5													
6													
7													
8													
				, , , ,] [7					
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$3,371.94

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: - Issue Date:

- Effective Date:

- Expiration Date :

SD-23-63-3-2021-1D August 22, 2021 September 1, 2021

*June 30, 2022

Consultant/Subconsultant Name: Kleinfelder Agreement Number: G2498.0-21 Attachment 2

Date Prepared: 5/19/2022

Page No.:

8.50%

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%

FCCM 0.00%

FEE

pensated fo ate * [(1 + Ho paded Billing	me OH)	* (1 + Fe	ee)]	mple for E	Bob Marl	ey, line 4	l7 and Ale	ecia Moo	re, line 65	, both No	on-Prevail	ling Wage	. Work.																		FCCM	0.00%	
•		`				•			,	•											•									ta Base Multip ta Fringe Mul	•	•	2.79952 = 2.79952
Home / F Project Sp				ng Wage R applicable	for preva	iling wage	work)			(frin	Employ nge benefits	yee Actual s vary yea		ır)		LTA (TOTA) ee Total Ra Rate	•		Applicab ELTA (TOT yee Total -	AL) =	DE	Applicable ELTA Base - Employ	=	Applicabl DELTA TO	LTA BASE	Loaded	l Hourly Bill	-	Effective Hourl	e Date of	%		Hourly Range
Person	nel		Base Salar 1.5 OT	,			Salary + Fr		Straight	Base Salar	•	Actual Fringe	Total = Straight	= Base + I	 Straight	1.5 OT	2.0 OT	Straight		2.0 OT	Straight	Rate 1.5 OT	2.0 OT		-	Straight	1.5 OT	2.0 OT	Advertise: From	To	Increase	Rate	for Class
FIEL		J				3							J					3						3		J							
Prevailing Wor REG SI	k								\$35.33 \$36.29							(\$43.40) (\$41.97)					(\$15.10) (\$14.14)								7/1/2023 7/1/2024		2.70% 2.70%	\$ 35.33 \$ 36.29	
0																																	N/A
Prevailing Wor									\$35.02 \$36.07		\$70.05 \$72.15					(\$43.87) (\$42.30)					(\$15.41) (\$14.36)							\$340.48 \$340.48	1/1/2024 1/1/2025	12/31/2024 6/30/2025	3.00% 3.00%	\$ 35.02 \$ 36.07	

Loaded Billing Rate Calculations:

Non-Exempt Employee Loaded Billing Rates:

Name & Work Information

Carl De La Torre - Building Inspection Grp 1

Carl De La Torre - Building Inspection Grp 1

4. Non-Exempt

4. Non-Exempt

5. Full Time

5. Full Time

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.

SPECIAL SHIFT

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.

Work Order Estimate Summary

		_		Cons	sultant/Subconsultant:	Destination Enterpris	ses	MTS	Doc. No.:	G2498.0-21	
Total Hours =	196							Work C	Order No.:	WOA2498-CMO2	Amendment 02
Total Costs =	\$41,665.37				Work Order Title:	El Cajon Third Track	СМ	Atta	achment:	В	
		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	
Item TASKS/WBS	TASKS/WBS Description		\$ 205.41	\$201.55	\$206.99	\$212.58					
1 Task 1	Project / Task Order Management										_
Project / Task Or	der Management										
	Subtotals (Hours) =										=
	Subtotals (Costs) =				=						
2 Task 2	Engineering / Inspection										=
Engineering / Insp	pection					196			196	\$ 41,665.37	
	Subtotals (Hours) =					196		_	196	\$41,665.37	7
	Subtotals (Costs) =				_	\$41,665.37			196	\$41,665.37	
3 Task 3	Materials Sampling and Testing							<u> </u>			_
Materials Samplin	ng and Testing										
	Subtotals (Hours) = Subtotals (Costs) =]
	Subtotals (Hours) =	N/A									
	Subtotals (Costs) =								Ι]
	Totala (Summanu)							Tatala F	400	644 005 07	╗
	Totals (Summary) =	NI/A				100		Totals =	196	\$41,665.37	
		N/A				196			196	#44.005.05	,
	Total (Costs) =					\$41,665.37	¥			\$41,665.37	•
	Percentage of Total (Hours) = Percentage of Total (Costs) =	N/A				100% 100%			100%	100%	,

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Exempt Employee Loaded Billing Rates- Not Compensated for OT (Uncompensated OT):

F) No Overtime. Columns are shaded out - See Stevie Ray Vaughn Non-Prevailing Wage example, line 59.

E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]

COST PROPOSAL

ON-CALL CONTRACT- OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, **DIRECT LABOR METHOD OF ACCOUNTING**

C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]

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:

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)]

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.

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.

ADM 2033 (Rev. 10/23/18)

Loaded Billing Rate Calculations:

Non-Exempt Employee Loaded Billing Rates:

Determination Number: - Issue Date: - Effective Date:

- Expiration Date :

SD-23-63-3-2021-1D August 22, 2021 September 1, 2021 *June 30, 2022 Consultant/Subconsultant Name: Destination Agreement Number: G2498.0-21

Attachment 2

Date Prepared: 5/19/2022 Page No.:

lome Office:	Fringe Benefit %	Overhead %	General Administration %		Combined %
NORMAL				=	99.44%
OVERTIME				=	99.44%
ield Office:	Fringe Benefit %	Overhead %	General Administration %		Combined %
NORMAL				=	99.44%
OVERTIME				=	99.44%
Project Specific:	Fringe Benefit %	Overhead %	General Administration %		Combined %
JORMAI				_	99 44%

FCCM 0.10%

Applicable Delta Base Multiplier (Field/Home) = 2.16392

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%

																																	elta Fringe N		inge (Field)	= 2.16392
Name & Work Information	Home / Field / Project Specific Personnel			applicat	ole for pre	evailing w	by State Divage work)		efit	Base	(frin	•	oyee Actual	ear over yea	ar) = Base +	Fringe	DEL [*]	TA (TOTA e Total R Rate			Applicat ELTA (TO yee Total		D	Applicable ELTA Bas se - Employ Rate	e =	DELTA T				Hourly Bill	ing Rates	Hour [Add F	re Date of ly Rate RFQ/RFP ement Date	n	Rate	ly Hourly Range
		Straight	1.5 OT	2.0 OT	F Benef	fits Stra	ight 1.5 C	T 2.0 O	Straigl	ht 1.5	ОТ	2.0 OT	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	Straight	1.5 OT	2.0 OT	From	То	Increase		
Mark Crowley Inspector Grp 2 4. Non-Exempt 5. Full Time	FIELD Prevailing Wage Work REG SHIFT	\$52.21 \$52.21	\$78.32 \$78.32	\$104.4 \$104.4	2 \$30.0 2 \$30.0	04 \$82 04 \$82	25 \$108 25 \$108	36 \$134.4 36 \$134.4	6 \$98.2 6 \$100.8	24 \$14 89 \$15	7.36 §	\$196.47 \$201.78	\$30.79 \$30.79	\$129.03 \$131.68	\$178.15 \$182.12	5 \$227.26 2 \$232.57	\$46.78 \$49.43	\$65.92 \$69.79 \$73.77	\$92.80 \$98.11	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00									7/1/2023 7/1/2024	6/30/2024 6/30/2025			
Mark Crowley Inspector Grp 2 4. Non-Exempt 5. Full Time	FIELD 0 Prevailing Wage Work SPECIAL SHIFT	\$52.71 \$52.71					75 \$109 75 \$109															\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00		\$0.00 \$0.00						1/1/2024 1/1/2025	12/31/2024 6/30/2025			



Agenda Item No. 18

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Commercial Tenant Relocation and Property Management Services - Clean Transit Advancement Campus (CTAC) – Work Order Agreement

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order WOA357-AE-39 under MTS Doc. No. PWL357.0-22 (in substantially the same format as Attachment A), with Chen Ryan Associates, Inc. (CRA), a Disadvantaged Business Enterprise (DBE), in the amount of \$533,448.30 to provide tenant relocation and property management services for the CTAC project.

Budget Impact

The total contract cost of this Work Order is estimated to be \$533,448.30. The project will be funded by the Capital Improvement Program (CIP) account 3004100801 – Clean Transit Advancement Campus.

DISCUSSION:

MTS is developing its sixth bus division, the CTAC, to support the electrification of the bus fleet and allow future service expansion. On October 20, 2022 (Agenda Item (AI) 30), the MTS Board selected "Site 7" on Federal Boulevard near 47th Street as the preferred site for the CTAC Project and adopted a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program.

MTS is in the process of acquiring, or seeking to acquire, the Site 7 properties. On March 5, 2024, MTS closed escrow and acquired three of the five parcels that make up Site 7: 4506-4520 Federal Boulevard (also known as the Nob Hill Industrial Park) and 4576-4588 Federal Boulevard.

MTS has identified approximately seventeen (17) commercial tenants in the various buildings on Site 7. Before MTS can begin demolition of the existing buildings and construction of the CTAC project, all tenants must be relocated in accordance with the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and California Code of Regulations Title 25, § 6038. To comply with these regulations, a tenant relocation consultant is needed. The



tenant relocation consultant will interview and provide legally required notices to the tenants, negotiate tenant fixture and equipment reimbursements, provide relocation assistance to the tenants, and provide various documents and reports to MTS as required by law. The estimated tenant relocation timeline is twelve (12) to eighteen (18) months.

Property management services are also needed during this time. The Site 7 tenants will be MTS tenants and will require property management services to handle various property management issues. Once the tenants are relocated, the property will be vacant until the time MTS receives funding for design, demolition, and construction of the new CTAC project. During the vacant time frame, a property management consultant will continue to secure, maintain, and perform general as-needed services related to the property.

Today's proposed action would issue a work order to CRA to provide tenant relocation and property management services for the CTAC project.

Architectural and Engineering (A&E) Consultant Selection Process

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

Category A: Comprehensive/Full Service - Five (5) prime contracts

Category B: Small Business Set Aside- Three (3) prime contracts awarded to a certified Small

Business (SB) or a DBE certified firm, (which is also considered to be a Small

Business)

Category C: Specialty Prime – Up to five (5) specialty service contracts

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

On January 12, 2024, MTS staff issued a Request for Proposals to all A&E firms in Categories A & B.

On February 14, 2024, MTS received one proposal from CRA (the other on-call firms that received the solicitation chose not to submit a proposal). On March 6, 2024, MTS issued a post bid survey to attempt to ascertain why the other on-call firms did not provide proposals for the project. MTS did not receive any responses to this request. Thus, and after reviewing the scope of services, MTS staff determined that the solicitation, as issued, did not contain language that would have restricted participation, and proceeded with evaluation of the single proposal from CRA.

On March 8, 2024, an MTS evaluation panel consisting of Real Estate and Finance conducted its initial evaluation of CRA's proposal and awarded it the following score:

Ranking	Proposer Name	Total Score
1	CRA	89.34

However, MTS determined that additional information was needed from the proposer to clarify their technical submission. Thus, on March 19, 2024, the evaluation committee scored CRA's revised technical proposal and awarded it the following score:

Ranking	Proposer Name	Total Score
1	CRA	92.01

As part of this evaluation, the evaluation panel concluded that CRA met the standards of being the "most qualified" A&E firm to provide the specified services.

For this project CRA will utilize the following subconsultants:

Subconsultant Name	Certification	Subconsultant Amount
Epic Land Solutions, Inc.	None	\$503,364.06

CRA's initial proposed amount for the services was \$599,177.17. Through negotiations, staff was able to reduce this amount by \$65,728.87. Based on the level of effort and proposed classifications, CRA's final cost proposal in the amount of \$533,448.30 was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order WOA357-AE-39 under MTS Doc. No. PWL357.0-22 (in substantially the same format as Attachment A), with CRA, a DBE, in the amount of \$533,448.30 to provide tenant relocation and property management services for the CTAC project.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Work Order, MTS Doc. No. WOA357-AE-39



April 25, 2024 MTS Doc. No. PWL357.0-22 WOA357-AE-39

Mr. Ross Duenas, PE Executive Vice President/Principal CR Associates 3900 Fifth Avenue, Suite 310 San Diego, CA 92103

Dear Mr. Duenas:

Subject: WORK ORDER WOA357-AE-39, TO MTS DOC. NO. PWL357.0-22, CLEAN TRANSIT

ADVANCEMENT CAMPUS (CTAC) TENANT RELOCATION AND PROPERTY

MANAGEMENT SERVICES

This letter shall serve as Work Order WOA357-AE-39, under the General Engineering Consultant Agreement, MTS Doc. No. PWL357.0-22, as further described below.

SCOPE OF SERVICES

This Work Order shall provide relocation services and property management services for tenants located at 4506-4520 Federal Blvd for the CTAC Real Estate Acquisition Tenant Relocation Services project. (Attachment A and A1).

SCHEDULE

The Scope of Services, as described above, shall be for a period of forty-two (42) months from the date of the Notice to Proceed.

PAYMENT

Payment shall be based on actual costs in the amount not to exceed \$533,448.30 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:
	- DE
Sharon Cooney	Ross Duenas, PE
Chief Executive Officer	Executive Vice President/Principal

Date:

Attachments: Attachment A, Scope of Services

Attachment A1, Consultant's Proposal Attachment B, Negotiated Fee Proposal

ATTACHMENT A SCOPE OF SERVICES



TITLE: CTAC Real Estate Acquisition Tenant WOA #: WOA357-AE-36 Relocation Services

I. PROJECT DESCRIPTION

This work order shall consist of relocation services for tenants located at 4506-4520 and 4550 Federal Blvd for the CTAC Real Estate Acquisition Tenant Relocation Services project.

II. SCOPE OF WORK

The scope of work shall consist of the following tasks and deliverables:

Task 1 – Project Management and Coordination

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

Task 2 - Prepare Relocation Plan

Consultant shall draft a Relocation Plan (Plan) that considers all seventeen (17) tenant relocations and three (3) personal property moves displaced by the project (Exhibit A). The Plan analyzes their relocation options, anticipates all costs, and outlines the needs of business owners and plan for claim disbursements. The Plan will also verify the feasibility of anticipated relocations and forms an itemized project budget, including moving expenses. To prepare the Plan, Consultant may interview displacees to understand challenges and better estimate relocation costs. The Plan will be prepared in accordance with state guidelines, rules, and regulations, in accordance with the Uniform Act and California Code of Regulations Title 25, § 6038. Upon completion, the draft Plan will be provided to MTS for review and approval.

2.1 Occupant Interview and Notices

Consultant shall prepare the following notices and conduct an intake interview with each business occupant impacted by this project:

- a. General Information Notice (GIN)
- b. Business Interview Form
- c. Informational Brochure
- d. Certificate of Lawful Presence
- e. Notice of Eligibility (NOE)—Non-Residential/Business Occupant
- f. 90-Day Notice to Vacate [required by federal law]
- g. 60/30-Day Notice to Vacate [as necessary, per AGENCY preference]

Consultant shall contact the authorized representative of each business and explain the relocation assistance program and eligibility requirements for relocation payments to impacted business owners and tenants. Consultant shall maintain a diary of relocation details and communications, capturing all salient conversations, discussions, emails, and other pertinent information with

owners/ representatives. During the interview, the Consultant will also request a copy of the lease agreement, as needed.

2.2 Present and Offer Fixtures and Equipment (F&E) Appraisal

For all property improvements constructed by the Lessee and/or Business Occupants, a Fixtures and Equipment (F&E) appraisal will be conducted as part of the right of way acquisition process (performed by others), estimated at 16 appraisals. Consultant shall review the F&E appraisals for accuracy/consistency checks and provide copies to the owner and tenant with all valuations redacted. Consultant shall assist in resolving tenant/landlord issues and issues with how compensation to be paid between landlord and tenant.

2.3 Relocation Assistance Advisory Services

All business tenants who may be eligible for relocation entitlements must have their rights fully defined and understood as early as possible in the process. As part of advisory assistance, it is important to establish a clear line of communication with the displaced tenants. Consultant shall provide the following services during the Relocation Process:

- a. Thoroughly explain relocation entitlements to the tenants per Federal and California State Regulations.
- b. Relocation advisory assistance (identifying suitable replacement sites and provide referrals for displacees, review lease agreements for replacement site)
- c. Secure move bids (fixtures and equipment movable and non-movable for occupants).
- d. Process claims for displacees (fixed moving payment claim for occupants; relocation assistance claim for tenant and/or owner occupant; deliver payments)
- e. Moving/reestablishment/searching or fixed payment in-lieu of actual moving and related expense claim for business occupant
- f. Provide *Certificate of Abandonment* to landlord to conduct vacancy inspection/final walkthrough.

2.4 File Close-Out & Documentation

Consultant shall prepare the final relocation package for submittal to MTS to commence the process for document review and requesting of relocation funds. Such package shall include but not be limited to: (i) all original documents signed by occupants; (ii) diary; and (iii) other relevant relocation information. Such documentation shall be on MTS preferred forms unless otherwise permitted.

Task 3 – Property Management

Consultant will be responsible for typical commercial property management responsibilities, including but not limited to the following:

- 1. Rent collection and submission to MTS
- 2. Tenant management
- 3. Normal and regular building maintenance either directly or indirectly via licensed and bonded contract companies
- 4. Security
 - a. During tenant occupancy and post occupancy until demolition
 - b. Adding fencing and gates as necessary
 - c. Securing of vacant buildings (i.e. boarding of windows, changing locks, adding security gates, plumbing shut-off valves, plumbing capping, etc.)
 - d. Posting of guards or installation of security systems/cameras as necessary
- Vector control

- 6. Utility billing close out and transfer to MTS upon tenant vacating premises
- 7. Graffiti removal
- 8. Other duties typical with commercial property management

III. PERIOD OF PERFORMANCE

The period of performance shall be forty-two (42) months from the date of the Notice to Proceed. Consultant shall provide their services as expeditiously as practicable to meet a mutually agreed-upon schedule.

IV. **DELIVERABLES**

- 1. Relocation Plan (as needed)
- 2. Intake interview questionnaire
- 3. Required notices
- 4. Present and Offer Fixtures and Equipment (F&E) Appraisal to tenants
- 5. Process entitlement claims
- 6. Final vacancy inspection (Certificate of Abandonment)

V. SCHEDULE OF SERVICES/MILESTONES/DELIVERABLES

A. Tasks Schedule

Begin/End Dates
NTP / NTP +12 months
NTP / NTP + 6 months
NTP / NTP + 12 months
NTP / NTP + 42 months
Month 30 / Month 42
Due Date
NTP + 6 months
NTP + 12 months
NTP + 12 months
NTP + 42 months

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

Title reports, Real Property Appraisals, Tenant Contact Information

VII. ASSUMPTIONS

- Assumes seventeen (17) non-residential occupants and three (3) personal property only are permanently displaced from their current locations.
- 2 Assumes the project involves federal funding.
- Assumes property owner is eligible for relocation assistance and this case is part of the fees for the 20 non-residential occupants.

- 4 Fixtures and Equipment (F&E) appraisals will be provided by others. Consultant shall coordinate between non-residential occupant and client/property owner Statement of Ownership. Consultant shall prepare offer packages and Bill of Sale/Tenant Seller Agreements. Consultant shall only provide loss of business goodwill notice/questionnaire.
- Loss of Business Goodwill Appraisals and lease bonus value analysis; if required, shall be provided by others. Consultant labor costs for coordinating these appraisal services are not included in the fee.
- Assumes project has no delays and that the scope of work described herein can be completed with forty-two (42) months of Notice to Proceed (NTP).
- All meetings with client and Agency will be virtual, up to 42 meetings no more than half an hour each meeting.
- 8 Up to 42 project status reports will be provided to client and Agency.
- 9 Consultant shall conduct the non-residential interviews and provide/explain relocation brochure to displacees in-person.
- 10 Consultant shall provide relocation notices and claim form templates.
- Assumes Consultant shall conduct no more than 3 claims for each of the 17 non-residential occupants and 1 claim for the three personal property move only for non-residential occupants.
- 12 Assumes Replacement Housing Plan is not necessary for this project as no residential relocations are planned.
- No interim property management services are included but can be provided for a separate fee.
- Assistance for unlawful detainer is not included. Deposition, court testimony and expert witness fees are additional, to be compensated on a time and materials basis.
- 15 Assumes Consultant shall issue twenty (20) Notice of Eligibility (NOE).
- Assumes Consultant may execute tenant estoppals; if needed, for separate fee since it is part of property management.
- Assumes Client/Agency will obtain rent roll from property owner prior to non-residential tenants vacating and provide copy to Consultant.
- Assumes Consultant shall not process any loss rents agreements and will only provide rent information provided by non-residential occupant to Client/City.
- Assumes Consultant shall provide assistance during the appeal process for a separate fee not included in this proposal. And Agency has an appeal process in place.
- 20 Assumes Agency has appeal process in place prior to any NOE issuance to any displacee.
- Assumes no interpretation services needed and no documents are needed in another language; if needed, Consultant can obtain for additional fee.
- 22 Assumes relocation plan has no residential displacements to be considered.
- Assumes non-residential occupant with NOE for personal property move only has no fixtures and equipment (F&E).
- 24 Assumes check delivery for claims will be coordinated by Consultant via mail only.
- Assumes Consultant agents will make 2 trips for each of the 20 non-residential occupant to project site within 42 months of project duration which includes in-person visit to conduct interview and explain relocation benefits.
- Assumes Consultant project manager will make 2 trips to project site within 42 months of project duration.
- 27 Assumes tenant-seller agreements will be prepared and coordinated for a separate fee.
- 28 Assumes bulk sales and UCC search will be conducted by others.

VIII. MTS ACCEPTANCE OF SERVICES:

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

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

IX. DEFICIENT WORK PRODUCT

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

Revising provided documents,

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

X. DELIVERABLE REQUIREMENTS

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

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

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

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

XI. PRICING

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

XII. ADDITIONAL INFORMATION

Any services not specifically described in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then-current hourly rates. Prior to commencing the Additional Services, the Consultant shall obtain prior written approval from the Client.

XIII. PREVAILING WAGE

Prevailing wage rates apply to certain personnel for these services?

Yes X No

Exhibit A

#	Street Address	Business Name	Type of Business	Notes
1	4506-4520 Federal Boulevard			

1 4506 Federal Blvd	All Pro Stickers	Car Wraps, Building Advertisement	10,000SF shop - per website
2 4506 #A Federal Blvd	Brooke Paper Scissors		1
3 4506 #B Federal Blvd	H&H Diversified Investment Co. Inc	Owner's office	
4 4506 #D Federal Blvd	Drop Kick Brew	Coffee Distributor / wholesaler	
5 4510 Federal Blvd	San Diego Scale	Ť	
6 4514 Federal Blvd	Cal Auctions	Aution House	Looks like they have an auto workshop as well
7 4514 #D Federal Blvd	Sanwood Fine Carpentry & Construction Inc.	General contractor, Remodels and renovations	
8 4514 #D Federal Blvd	L Electric (Sub to Sanwood)		
9			Open warehouse, can see picture of inside from
4520 #A Federal Blvd	Half Off Wholesale	Wholesaler	their website
10 4520 #B Federal Blvd	Accessories Plus Fabrication		
1 4520 #C Federal Blvd	Pro-Active Concrete	Concrete services - New Construction / repairs	

Exhibit A

#	Street Address	Business Name	Type of Business	Notes
2	4570-4586 Federal Boulevard			

12	Mixed Media Art Gallery and	
4576 Federal Blvd	Studio Art Studio	
13 4582 & 4584 Federal Blvd	Antonio's Metal Works, Inc Metal Fabricator	
14	Iron Welding International (Sub to	
4582 Federal Blvd	Antonios)	
15	One Stop Metal Fabrication (Sub	
4582 Federal Blvd	to Antonios)	
16		
4582 Federal Blvd. #A	Robb's Security Bars and Fencing	
17 4586 Federal Boulevard	Vacant Building and Lot	
18	Personal Property Storage of	
Action Gypsum	Misc	

3 4550 Federal Boulevard

19 4550 Federal Boulevard	Distribution International	Commercial and Industrial Insulation	
		https://www.distributioninternational.com/	
Note: all info for 4550 Federal is from sidewalk views and information available on the internet. MTS letters have not been answered.			

<u>Total</u>

17 relocations

3 personal prop moves

ATTACHMENT A1 CONSULTANT'S PROPOSAL







Innovative Solutions for MTS

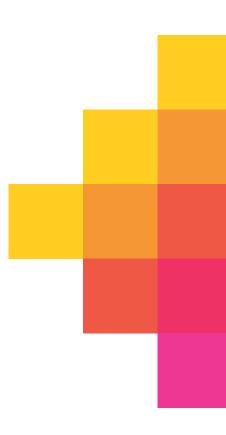
> SAN DIEGO METROPOLITAN

A&E MASTER AGREEMENT AWARDS FOR CLEAN TRANSIT ADVANCEMENT CAMPUS (CTAC) TENANT **RELOCATION SERVICES**

WOAXXXX-AE-39

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2. Project Teams Capabilities
3. Project Understanding and Approach
4. Schedule
5. DBE Subcontractor Utilization Plan
6. Exceptions/Deviations to RFP
Exhibit A - Resumes
Exhibit B - Refined Impact Table



Cover Letter

March 13, 2024

Attention: Steve Augustyn, Contract Officer



San Diego Metropolitan Transit Systems (MTS) 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

RE: A&E Master Agreement Awards for Clean Transit Advancement Campus (CTAC) Tenant Relocation Services

Dear Mr. Augustyn and Members of the Evaluation Panel:

CR Associates (CRA) is enthusiastic about the opportunity to present this proposal for the San Diego Metropolitan Transit System (MTS) Clean Transit Advancement Campus (CTAC) Non-Residential Tenant Relocation Services project (WOAXXXX-AE-39) in coordination with our primary subconsultant, Epic Land Solutions, Inc. (EPIC). Our team will provide comprehensive project management, relocation plan, relocation assistance services, and interim property management services for the proposed CTAC—a new bus maintenance and charging facility for electric buses that will support MTS in adding a sixth bus division in the Ridgewood and City Heights neighborhoods and expand its clean fleets. This proposal presents the following benefits for MTS to make the CTAC project a success:

COLLABORATIVE TEAM. Project Managers at EPIC and CRA have collaborated on various projects in San Diego and greater Southern California. With CRA as your trusted project manager and project leader, and EPIC as your relocation specialist, MTS can be confident that this hybrid team has the proper experience, expertise, and immediate availability to kick-off and deliver comprehensive relocation services within your timeline goals. You can expect CRA's project management to be comprehensive, consistent, and clear. The EPIC relocation manager will guide and advise MTS through all stages of the relocation process to make complex elements achievable.

RELOCATION SPECIALISTS. EPIC is an industry leader in the provision of comprehensive relocation services, including relocation plan preparation, noticing, replacement site identification for non-residential displacements, and interim property management services. Recent experience includes six non-residential relocations for SANDAG Downtown Bus Stopover Improvements project, creating a Relocation Plan approved by FTA and initiating relocations for 44 businesses for the City of Inglewood's fixed guideway Transit Connector project, and 18 relocation files and interim property management for San Bernardino County Transportation Commission's zero-emission West Valley Connector BRT project — We are eager to put our proven best practices to work for this CTAC project.

SERVICES BUILT FOR SELF-HELP COUNTIES. CRA and EPIC have extensive experience delivering design and relocation assistance services for Southern California's self-help county transportation agencies, with active contracts and extensive project history with SANDAG, NCTD, OCTA, SBCTA, LA Metro, and RCTC. Our services are built to support transit agencies and transportation authorities achieve infrastructure improvements in accordance with prevailing guidelines, including the Uniform Act, to obtain critical oversight agency approvals and protect project funding sources.

We look forward to working with the MTS team to make the tenant relocations for CTAC a resounding success!

Sincerely,

CR ASSOCIATES

Ross Duenas, PE

Principal-In-Charge/Contract Manager

EPIC LAND SOLUTIONS, INC.

Karen Starr, CPM, SR/WA

EPIC Senior Vice President/Authorized Signatory



1. Project Team

Staffing Plan

CRA has assembled leading experts on relocation services in San Diego to provide services to MTS for the CTAC project to move forward successfully. CRA, EPIC, and Joshua Grading have all supported San Diego region and other Southern California region agencies with comprehensive project management, relocation assistance, and property management services. Our team brings understanding of MTS's project expectations and areas of concern or uncertainty; our goal through this project is to be reliable partner you can turn to as we progress on relocations, with everyone of our staff aligned to your project goals and available to discuss detailed project matters with you as needed.

Our team has an in-depth understanding of relocation laws and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (Uniform Act), California Government Code Title 1, Chapter 16, Sections 7260-7277, Relocation Assistance Law and California Government Code Title 25, Division 1, Chapter 6, Sections 6000-6198, California Relocation Assistance and Real Property Acquisition Guidelines.

About CR Associates



CR Associates was founded in 2011 as a woman-owned business that focuses on delivering high quality transportation projects for

local agencies and communities. We are based in San Diego and Los Angeles, with 45+ employees. We are committed to planning and designing transit and transportation systems and mobility improvements. that create and support vibrant and sustainable communities. We provide a complete, multi-modal approach, building upon the multidimensional experiences of our staff, along with our dedication to serving the full range of Client needs. We understand the quality-of-life and health benefits of integrated transportation/land use planning, smart growth and active transportation, and are committed to ensuring projects have the least impact and most benefit to our communities. Our strong technical expertise and practical experience allow us to execute a wide range of transportation projects and take them from paper to pavement. Our staff are proven industry experts in their respective fields, enabling us to provide the full spectrum of services required under this task order.

About Épic Land Solutions, Inc.



Epic Land Solutions, Inc. (EPIC) is a full-service relocation assistance and real property consulting services firm with local office in San Diego and headquarters in Torrance. The

firm was founded as a C Corporation in 2000 and has served public agencies in Southern California for over 23 years. The relocation and property management specialists at EPIC have provided transit-oriented development service consulting for multiple regional transit and transportation agencies, including North County Transit District, Los Angeles County Metropolitan Transportation Authority, California High-Speed Rail Authority, Riverside County Transportation Commission, and San Bernardino County Transportation Agency. The firm's philosophy is "creating land solutions for the public good," which we are excited and confident for the contributions these tenant relocations will make on increasing availability of transit capacity to this southeastern portion of San Diego. While the firm manages their projects locally, they are able to tap into an entire network of resources from both internal EPIC staff of over 60 professionals as well as their parent company, CLS, Family of Companies with over 900 professionals nationwide. This provides increased staffing power, expert knowledge, and financial backing to deliver comprehensive relocation assistance services to their clients, including MTS.

Property Maintenance Subconsultants, As Needed



Joshua Grading & Excavating incorporated in 2003 and is a General Engineering Contractor. Currently, Joshua Grading employs over 80 staff throughout Southern California. As an

industry leader, Joshua owns and operates trucks and machinery currently used for their numerous contracts. They have right of way maintenance contracts with OCTA, RCTC, and SBCTA. They also currently assist Epic Land Solutions, Inc. on their property maintenance contracts with multiple Southern California county agencies. In addition, Joshua recently signed contracts with RCTC for their Station Maintenance Projects and OCTA for their On-Call Property Maintenance and Related Services contract. Recently, the firm assisted Metrolink with removing two bridges in San Clemente that were affected by a mudslide that slid down a hill effecting the safety of the track and stopping transit in that area. Joshua Grading has over 20 years' experience and is known for their excellent safety record, and exceptional job performance throughout California, Arizona, Utah, and Nevada.



Apex Construction is a leading construction company providing high-quality services to residential and commercial customers. They

specialize in commercial projects, residential remodels, repairs, and maintenance. Their team of experts has over 20 years of experience in the industry and is dedicated to delivering excellent workmanship and customer satisfaction. Apex Construction approaches every project with integrity, honesty, and attention to detail. Their commitment to excellence is reflected in the quality of their work.

Project Experience Highlights Downtown Bus Stopover

SANDAG | San Diego, CA | 2023 - Ongoing

SANDAG sought to complete acquisitions for a block they already partially owned between State Street, Union Street, A Street, and B Street to construct a multiuse and bus stopover facility in Downtown San **Diego**. The proposed facility will provide an off-street location where transit vehicles can be parked for short periods between runs. In addition to the stopover, the facility has the potential to provide future office space for SANDAG and other tenants as part of a

Transit Oriented Development (TOD) including office, retail, and housing, including affordable housing. A maximum of two full-takes were identified, with a maximum of six (6) non-residential relocations. The EPIC team, including several proposed members for the CTAC project, is responsible for all relocation services on the project, including relocation plan, tenant interviews and notices, relocation assistance services, and final close-out documentation (including Certificate of Abandonment).

Inglewood Transit Connector

City of Inglewood | Inglewood, CA | 2022 - Ongoing The ITC is a 1.6-mile (2.6 km) fully elevated, automated

guideway transit system proposed in Inglewood, California that will connect the Downtown Inglewood station on the K Line of the Los Angeles Metro Rail system to nearby major sports and entertainment venues. To kick off the project, Senior Project Manager, Eddie Quintero, drafted the Relocation Plan for the project that was approved by the Federal Transit Administration (FTA) for the project. As part of the ongoing pre-acquisition planning tasks, EPIC is preparing Relocation Claim Forms for the estimated 44 impacted tenants while also reviewing and providing comments to the Appraisal Policy and Procedures, Acquisition Policies and Procedures, and Relocation Policies and Procedures for the ITC project. EPIC has also attended meetings and made presentations representing the City at public hearings.

West Valley Connector BRT Corridor SBCTA | Ontario, CA | 2021 - Ongoing

EPIC was contracted for Segment 4 for bus rapid transit improvements for over 19 miles of roadway. Due to the dedicated bus lane design in this section, 10 of the 56 larger parcels impacted will be acquired as full takes, resulting in 25 relocation assistance cases (consisting of 17 businesses and 8 residential displacements). Properties impacted included small businesses, motels, restaurant franchises with vehicle drive-thru access, gas stations, auto repair, and auto dealers. The team is now performing interim property maintenance and management tasks, including coordination of hazardous materials testing, abatement, and demolition coordination to clear project sites and prepare the parcels for construction. Tasks involve asbestos testing and abatement, contractor requests for bids, bid selection, contractor performance oversight, fencing/board-up, and utility shut-off for gas, water, electric.



Organizational Chart



CONTRACT MANAGER

Ross Duenas, PE (Authorized Signatory)

MANAGER Aryo Rad, PE

TASK ORDER

RELOCATION

PROPERTY MGMT



Eddie Quintero Relocation Task Manager

Addiel Flores, RWA Senior Relocation Agent

Maria Sauza Senior Relocation Agent

Yasmeen Flores Relocation Agent

Christine Wasfi Relocation Agent



Darcy Mendoza, RW-NAC, SRWA Property Management Task Manager

Vivian Lanza Orellana Lease Management Coordinator

Property Maintenance Contractors & Security Subs Directly Contracting w/ EPIC; Darcy overseeing all efforts

Key Staff

Ross Duenas, PE

Contract Manager (CRA)

Ross has 18 years of experience designing and managing transportation and public works projects for public agencies. Over the last decade, Ross has designed tens of millions of dollars of construction documents throughout San Diego County. This experience equips him to bring unique insights into the constraints and opportunities required for the appropriate use of local and regional engineering standards.

Aryo Rad, PE Task Order Manager (CRA)

Aryo brings more than two decades of civil engineering experience with a successful track record of leading complex multidisciplinary transportation and transit projects. He has worked with more than 50 regional transit and transportation agencies, assisting with transportation and transit projects. As Task Order Manager, Aryo will provide oversight to all deliverables for this task order.

Eddie Quintero

Relocation Task Manager (EPIC)

Eddie is a Senior Relocation Project Manager who has built the last 12+ years of his career managing and performing relocation assistance services on behalf of major public agencies throughout Southern California, including Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, and various municipalities. He is a talented team leader, organized project manager, and committed custodian of prevailing regulations as defined by the Uniform Act and State of California. Eddie has a formal education in Urban and Environmental Planning and served as an Associate Planner for the City of Taft in Kern County. More recently, Eddie managed several complex relocation cases for commercial and industrial uses displaced by the Metro D Line and Gerald Desmond Bridge Replacement. He has completed over 500 temporary and permanent residential relocations throughout his career. As Relocation Task Manager for the MTS CTAC project, Eddie will be responsible for comprehensive oversight of the relocation process, including Relocation Plan, tenant interviews, F&E appraisal offers, relocation assistance, and file close-out documentation.

Darcy Mendoza, SR/WA, R/W-NAC Property Management Task Manager (EPIC)

Darcy is an Assistant Regional Manager with over 20+ years of experience that has been involved in all aspects of right of way project management, including quality assurance and oversight for property management and relocation services. Prior to EPIC, she was a Title & Escrow Officer for a diverse range of customers throughout Southern California and has a strong understanding of complexities related to real property transacting. Darcy has provided long-term and interim property management services for over 500 properties acquired by RCTC and SBCTA over the past few years, coordinating a wide variety of tasks including collection of rent, lease and license management, and routine inspections. As Property Management Task Manager for the MTS CTAC project, Darcy will oversee all property management tasks including rent collection, lease management, site security, property maintenance, and proactive problem solving for any property management challenges that may arise.

Addiel Flores, RWA

Senior Relocation Agent (EPIC)

Addiel is a relocation professional with over 10 years of experience transacting real estate and performing relocation assistance on behalf of public agencies throughout Southern California. He has extensive experience locating suitable replacement business sites and housing throughout multiple states for displaced tenants - performing 500+ temporary and permanent relocations in the span of his career. Addiel has supported some of EPIC's largest relocation projects, including the Inglewood Transit Conenctor, granting him a wealth of understanding for relocation assistance procedures and requirements. Addiel is a veteran of the United States Army, having served from August 2000 through February 2012. As a Senior Relocation Agent for the MTS CTAC project, Addiel will provide direct bootson-the-ground relocation assistance services including tenant interviews and notices, presentation of F&E appraisals, relocation assistance communications with tenants, and additional support, as needed.

Maria Sauza

Senior Relocation Agent (EPIC)

Maria is a seasoned real estate broker and relocation assistance agent with 20+ years of experience who has excelled as a successful negotiator, treating all stakeholders with respect and ensuring that all paperwork is completed on-time and properly filed. She has worked with a variety of clients throughout Southern California including transportation agencies, municipalities, and housing authorities. Maria has completed over 550 relocations throughout her career. As a Senior Relocation Agent for the MTS CTAC project, Maria will support relocation assistance services through thorough documentation maintenance, tenant interview and notice support, and additional support, as needed.

Yasmeen Flores

Relocation Agent (EPIC)

Yasmeen is a highly organized and driven
Relocation Agent with 4+ years of
experience who excels at problem solving, concise
communication, and team collaboration for efficient
production of client deliverables. She relies on her
technical abilities to provide analysis and research on

right of way utilizing GIS and Archibus to complete her research. Yasmeen uses her strong communication skills to provide translation services and create solutions to overcome language barriers in her negotiations. She excels at leading and supporting teams to ensure the scope of work is accurately carried out. Yasmeen has successfully completed over 175 relocations in her career. As a Relocation Agent for the MTS CTAC project, Yasmeen will provide direct boots-on-the-ground relocation assistance services including tenant interviews and notices, presentation of F&E appraisals, relocation assistance communications with tenants, and additional support, as needed.

Christine Wasfi Relocation Agent (EPIC)

Christine Wasfi is a Relocation Agent with 10+ years of experience who is a talented negotiator, working professionally and patiently with property owners from various backgrounds to resolve conflicts, questions, and reach voluntary settlements. Due to her background in real estate, Christine easily navigates real estate market research, transaction details, and has a strong command of documentation best practices. Her growing portfolio of experience includes relocation services for a myriad of clients, including supporting EPIC's Inglewood Transit Connector and West Valley Connector projects. As a Relocation Agent for the MTS CTAC project, Christine will support relocation assistance services through thorough documentation maintenance, tenant interview and notice support, and additional support, as needed.

Vivian LanzaOrellana

Lease Management Coordinator

Vivian is an exemplary administrative professional with 9+ years of experience in supporting management and operation teams within demanding work environments. She has provided extensive document maintenance on some of EPIC's largest property management contracts and beyond, overseeing hundreds of documents regularly. As Lease Management Coordinator, Vivian will support property management efforts with direct oversight of all tenant leases/insurance, coordination of new leases/insurance, data entry, and efficient file management.

2. Project Teams Capabilities

Project Management & Communication

Our team recognizes the importance of providing effective project controls to deliver projects on schedule and within budget. Upon initiation of the task order, CRA's team will organize a kick-off meeting with MTS project manager to confirm the project schedule and goals, discuss our approach for executing the scope of work and deliverables, identify any specific project's needs, and affirm the desired level of communications and norms of project management to be maintained over the course of the project. From there, CRA's team and EPIC's technical task leads will organize regular meetings or calls with the MTS project manager and any other relevant stakeholders to keep them informed on the progress of the project's ongoing and remaining tasks. With each monthly invoice, CRA will submit a progress report according to the requirements of the MTS which documents the work completed for that period to ensure accountability to the project schedule and budget.

In addition to scheduled project management meetings, our contract manager and task order manager are available to MTS team by cell phone and email 24-7. This commitment to maintaining open lines of communication will ensure project questions and inquiries are resolved in a timely manner, and that the project schedule is upheld. We offer streamlined collaboration through the use of virtual meetings and document sharing software such as Teams, Zoom and SharePoint.

As a service provider specializing in on-call contracts, EPIC is all very skilled at handling variable project schedule demands and expectations. EPIC will maintain frequent and consistent communication with MTS and CRA so that you may turn to them as a reliable technical project partner for CTAC project goals through well defined project specifics and goals at kick-off, reliably consistent progress reports, and prompt response to project concerns.

Current Commitments & Availability

The success of the CTAC tenant relocations is of prime importance to our team. The personnel assigned to lead and deliver this project were hand-picked due to their relevant project experience and availability to provide availability to the MTS team for the CTAC tenant relocation project:

Key Personnel	Current Assignments	Availability	Anticipated Hours Per Week Commitment to CTAC Project
Ross Duenas Contract Manager	MTS TPSS – 5% SANDAG University Bike Lane – 20%	15%	Approx. 1+ hours
Aryo Rad Task Order Manager	MTS TPSS - 10% City of South El Monte Civic Center Bike Lanes – 30%	25%	Approx. 2+ hours
Eddie Quintero Relocation Task Manager	City of Inglewood Inglewood Transit Connector – 10% LA Metro C Line Extension to Torrance (GLET) – 15%	75%	Approx. 10+ hours
Darcy Mendoza Property Management Task Manager	RCTC Property Management On-Call – 15% SBCTA West Valley Connector BRT – 5%	80%	Approx. 15+ hours
Addiel Flores Senior Relocation Agent	SANDAG Downtown Bus Stopover Relocations – 15% OCTA I-5/Oso Pkwy Non-Residential Relocations – 10%	75%	Approx. 20+ hours
Maria Sauza Senior Relocation Agent	Matrix Renewables CAISO BESS Campaign – 15%	85%	Approx. 10+ hours
Yasmeen Flores Relocation Agent	SANDAG Downtown Bus Stopover Relocations – 15% LA Metro C Line Extension to Torrance (GLET) – 10%	75%	Approx. 20+ hours
Christine Wasfi Relocation Agent	City of Inglewood Inglewood Transit Connector – 10% RUSD Property Management Park Ave – 5%	85%	Approx. 10+ hours
Vivian LanzaOrellana Lease Management Coordinator	RCTC Property Management On-Call – 15% SBCTA West Valley Connector BRT – 5%	80%	Approx. 20+ hours

Quality Control/Quality Assurance Procedures

CRA is passionate about providing quality services and products. We were founded on a commitment to fostering a workplace culture dedicated to delivering products that are accurate, well-written, based on sound reasoning and assumptions and have been thoroughly reviewed by senior staff before submission. We have the policies and procedures in place to ensure that our team delivers a quality product every time. We acknowledge that quality and schedule can compete, and for us, quality always wins. Because of this fact, our internal project schedules include time dedicated to formal quality control prior to each submittal. We take our engineering responsibility seriously, and before stamping and signing deliverables we ensure that the quality control process has been completed and documented. It takes more than just the quality assurance and quality control program detailed above. High quality deliverables require experience, knowledge, innovation, cooperation, and creativity.

QC CHECKPOINTS

Kickoff Discussion

Following authorization and hourly confirmation, projects begin with a kickoff meeting to establish client expectations, contract requirements, and scheduling of tasks.

Work Products Checklist

Checklists for each technical group and primary phase are used by QC leads and reviewers to secure accuracy and detail. Edits and notes are digitally archived for accessibility.

Redlines, Reviews & Notes

QC leads provide feedback by "redlining" products and using review forms. Revisions are rechecked to ensure corrections have been successfully implemented.

Quality Close-Out Process

Principal verifies QC process implementation. Check-ins culminate with a final meeting to ensure contractual obligations have been met and expectations have been exceeded.













Task & Review Scheduling

Schedules are designed to include internal and external reviews. This allows the project manager and QC reviewers to establish timing and duration for reviews.

Cross-Discipline & Compliance Reviews

OC leads perform compliance reviews before submission of deliverables to ensure regulatory compliance and alignment with constructibility criteria.

Progress Discussions

CRA team(s) meet to review comments and anticipated project challenges to ensure the project can proceed without hindrance.

Specific to Relocation and Property Management Services, EPIC's QA/QC procedures will work in tandem with CRA's, providing comprehensive project structure and organization of all documentation. All EPIC projects are guided by a QA/QC Plan that has been developed, tested, and proven through their 23 years delivering relocation and property management projects for public agencies. EPIC's QA/QC procedure relies on a three-tiered approach that engages all levels of staff in procedures and tools to safeguard quality deliverables for MTS:

Tier 1: Document Control, Versioning, and Redundancy

Full Staff Engagement: All levels of staff engage in document control by utilizing EPIC's SharePoint, a Microsoft file management platform and collaboration tool. SharePoint automatically supports error-free versioning control, real-time collaboration, file organization, and modification change tracking. Each change to any project document is tracked and can be rolled back, if necessary. EPIC even employs dedicated IT staff that develop and maintain the SharePoint system.

Document Availability and Retention: All personnel working on the project have access to the SharePoint filing system, which is accessed only with a unique log-in username and password. SharePoint file storage allows for controlled access requirements, selective editing abilities, and document version tracking. SharePoint is stored on Microsoft's enterprise cloud platform which guarantees near 100% up-time and built-in redundancy. All records are maintained by EPIC for a statutorily required 7-year period.

Tier 2: QA/QC Checklists & Peer Review

QA/QC Compliance Checklists: QA/QC compliance checklists ensure project documentation contains consistent and accurate information. QC/QC Checklists are utilized for distinct relocation milestones and deliverables. Checklists verify file details and documents issues/resolutions, and require approval signatures from the Preparer, Independent Reviewer, and the Project Manager. Completing this written form is an effective way of identifying concerns and issues that require review on the project.

Peer Review of Project Documentation: All documents prepared by EPIC will be reviewed by at least one other experienced agent and signed off by the Project Manager before submission to MTS. The application of EPIC's dual quality reviews process is a key component in upholding EPIC's reputation for high-quality deliverables. A final review of the document is conducted by the Project Manager prior to delivery. Each file will have a review checklist attached to the file prior to close out.

Tier 3: Spot Check Files & Project Reporting

Spot Checking: Relocation files are randomly spot-checked at various milestones throughout the project to verify that all documents are uploaded and maintained into electronic and hard files. Project Managers or their designated staff can perform the spot check QA/QC. Diary logs are reviewed regularly to ensure that communications are being tracked on a "real time" basis.

Reporting: The EPIC Project Manager will review all project reports and electronic access to EPIC's progress can be provided to MTS for real-time visibility into project progress.

Budget and Schedule Controls

CRA has a track record of delivering high quality projects on-schedule and within budget. Our outstanding organizational skills and technical capabilities in combination with the strong support from our experienced and highly-qualified staff – including our seamless internal team communication developed over years of working together – will ensure successful project completion.

CRA uses an interactive web-based management system to assist our project and task managers to successfully maintain control of a project budget by providing real-time status reports on performance, variances, forecasts,



and expenditures for all project tasks. We apply earned value management as the primary means of monitoring project progress and forecasting performance by integrating the three fundamental components of every task order — scope, schedule, and budget. This allows CRA to evaluate and control project risk by planning and monitoring project performance.

Specifically from EPIC, the firm has several resources to ensure project schedule and budget are successfully maintained. EPIC has well-established relationships with familiar vendors who understand EPIC's standards of quality and expectation for budget-friendly efficient services. EPIC has experience successfully securing creative budget-friendly solutions to meet the specific needs of tenants. Monthly EPIC invoices contain the total budget, project-to-date actuals, and the remaining budget. While invoices are produced by EPIC's Accounting Department, they are reviewed and approved by EPIC Project Managers as well. This reinforces the status of the project in budgetary terms for the entire EPIC team. If project scope changes, EPIC will communicate with CRA and MTS as soon as possible in order to have a conversation regarding the reduction or addition in budget. Additional cost controls include EPIC's vertical management organization and mentorship program (which drastically reduces high hourly costs for executive involvement) and dedicated Project Accounting team assigned to this project to support EPIC technical leads.

3. Project Understanding and Approach

Project Understanding

There are 17 non-residential businesses and three (3) personal property only relocations required for this WOA as part of the CTAC Real Estate Acquisition Tenant Relocation Services project. The business occupants are eligible to receive relocation assistance and advisory services in accordance with prevailing regulations. CR Associates (CRA) is contracted with San Diego Metropolitan Transit System (MTS) for this project and is enlisting qualified firm, Epic Land Solutions, Inc. (EPIC), to provide relocation assistance and advisory services for the displaced businesses. It is understood that three (3) of the four (4) parcel owners have been contacted and tenants are roughly understood for these parcels. The fourth parcel (APN 541-611-31-00) MTS has not been able to make contact and exact tenant arrangement are unknown. Currently, it is assumed that at least one (1) business requires relocation from that parcel. In addition, it is also assumed that relocation assistance is needed for APN 541-611-27-00 for the parking lot facility housed there. Conducting preliminary research, the EPIC team has further refined and added additional detail to MTS' Exhibit A provided in the RFP, as included in Exhibit B appended at the end of this proposal.



Key Project Considerations

#1 - Focus on Re-Establishing Businesses in the San Diego Community

Solutions: At the Notice to Proceed, it will be imperative for EPIC to quickly identify suitable replacement sites available in the market for each displaced business. Next, EPIC will advise each displaced business to plan their move, build-out replacement sites, obtain necessary health and safety permits, and other items to move and launch at a new location. EPIC will work closely with MTS and the local jurisdiction to pursue available replacement sites and obtain required permits.

Prior Success: This Project's Relocation Services Lead, Eddie Quintero, successfully relocated restaurants and other commercial business for the METRO 605 Hot Spots project on Beverly Blvd in Pico Rivera. Eddie was able to find a replacement site for Casa Jimenez Restaurant across the street! His efforts reduced Loss of Goodwill compensation and enabled Casa Jimenez Restaurant to continue serving delicious food to the Pico Rivera community to this day!



#2 - Achieving Vacancy On-Time for **Demolition & Construction**

Solutions: EPIC will prepare all notifications for property owners and tenants. EPIC will work with tenants to help them thoroughly understand the project schedule and assist them to relocate as promptly as possible. Relocation schedules will be determined "in reverse" from the final estimated demolition/construction dates to allow ample time for businesses to secure replacement units and reestablish prior to demolition/construction. EPIC recommends as soon as a property is vacated, clearing and demolition should occur to minimize costs for property management. EPIC will work with MTS to determine the need dates for each business suite slated for demolition/clearance and perform relocation assistance and interim property management services, as needed to meet the construction objectives.

Prior Success: For the City of Palmdale Avenue R Complete Streets, EPIC performed interim property management tasks for acquired commercial sites including collecting lease and rent payments for newly City-acquired property

#3 - Obtaining Conditional Use Permits for **Applicable Businesses at their New Site**

Solutions: A conditional use permit allows a city or county to consider special uses which may be essential or desirable to a particular community, but which are not allowed as a matter of right within a zoning district. As part of EPIC's Relocation Advisory services, agents will assist business owners with obtaining conditional use permits and any other local health and safety permits required to re-establish at their replacement site and ensure the business conforms to local jurisdictional rules.

Prior Success: Relocation Services Lead, Eddie Quintero, has extensive experience advising business owners in obtaining conditional use permits. For the METRO 605 Hot Spots program, Eddie consulted a liquor store obtain a CUP and licensing from the California Department of Alcoholic Beverage Control.



#4 - Difficulties Identifying & Securing Replacement Sites Comparable to Current **Reduced Rent**

Solutions: As part of EPIC's Relocation Advisory services, the EPIC agent will work closely with business tenants and, where applicable, the business' contracted real estate agent, to negotiate and execute the new lease agreement for the replacement site. EPIC will make every effort to prevent financial hardship to the business tenant when securing and establishing the replacement site. EPIC will work closely with the business tenant to find a suitable solution that will assist the displaced business tenant with covering gaps in operating costs by considering loss of business goodwill and other business programs available by the City.

Prior Success: For every relocation project, EPIC agents review draft lease agreements on behalf of the business owner. This allows us appropriately support the tenants for their unique needs, such as reduced rental rates. The EPIC team has navigated this challenge successfully on the SBCTA West Valley Connector project, where the team was able to successfully relocate a majority of tenants to accommodate their business needs while accounting for the lower rents they had.

#5 - Timely Reporting of Vacancies & Certificate of Abandonment for Property Management Services

Solutions: The EPIC Relocation Agent will work with the EPIC Property Management Lead to obtain keys for Property Management team to take over to secure and service property as needed. Immediately, EPIC Property Management Lead will secure the building or office suite, including but not limited to, change locks, fencing, board-up, etc., to mitigate tampering and unlawful occupants on the property. EPIC Property Management Lead will engage and notify the security vendor of property vacancies to maintain site safety and avoid unlawful entry.

Prior Success: On EPIC's RCTC Property Management On-Call contract, the EPIC team has been able to finalize Certificates of Abandonment to protect the owner agency from liability for the removal of any items left on the property, preventing any future litigation from the relocated tenants. Any large items left on the property are distinctly noted in Certificates of Abandonment signed by the tenant to ensure all parties are on the same page.



#6 - Organized Subcontractor Agreements & Invoicing

Solutions: Several vendors may be required to fulfill property management needs which results in multiple invoices. All anticipated subconsultants for property management services will contract directly with EPIC for streamlined services. EPIC has a dedicated Project Accountant and corporate Contracts Managers important corporate resources for the Project Managers to efficiently establish and administer master agreements, vendor work orders, insurance and licensing records, and accounts payable/receiving.

Prior Success: EPIC's internal systems allow for optimized organization and prompt noticing of invoicing for any subconsultants required to fulfill relocation or property management services.

#7 - Safety Concerns for Vacant Land Once Buildings are Demolished and Before New Construction

Solutions: EPIC's Property Management Lead will be available to support MTS as needed to coordinate the establishment of 602 (Trespass Notices) with local law enforcement once buildings have been demolished to ensure that homeless encampments or trespassers can be appropriately handled and any items brought onto the vacant land can be properly disposed of once notice has been made to the trespassers.

Prior Success: EPIC has found that filing 602 forms with local law enforcement can greatly enhance an agency's power over their vacant property to ensure it remains vacant and they have appropriate law enforcement support.



Scope Approach

A qualified team of relocation assistance professionals at EPIC shall complete the relocation assistance and advisory services in accordance with provisions established by the project's Relocation Plan and prevailing regulations defined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended, California Government Code Title 1, Chapter 16, Sections 7260-7277, Relocation Assistance Law and California Government Code Title 25, Division 1, Chapter 6, Sections 6000-6198, California Relocation Assistance and Real Property Acquisition Guidelines, and local laws where applicable.

EPIC takes pride in administering a relocation program that recognizes the delicate nature required when relocating a business tenant occupant or owner from their place of business. Our relocation assistance program strives to minimize hardship and ensure that all displaced tenants are treated equitably and obtain the relocation assistance they are entitled to under California state law. Being sensitive to the needs and concerns of the business occupant is not only beneficial to the Project, but also goes a long way toward alleviating the very human, sometimes traumatic, reaction faced by businesses who are displaced and need to move to a new location.

Throughout the project, **Relocation Task Manager**, **Eddie Quintero** and **Property Management Task Manager**, **Darcy Mendoza**, **SR/WA**, **R/W-NAC**, will provide regular communication, reporting, quality assurance and accounting oversight to ensure effective project delivery and adherence to schedule and budget. EPIC's relocation assistance and property management services will follow a seven-step process for the commercial businesses and personal property impacted in this project:

- Prepare Draft Relocation Plan (Conduct Tenant Interviews)
- Draft FF&E Offer Letters (Establish Ownership of FF&E)
- Provide Notices and FF&E Offer to Tenant (GIN, Info. Brochure, Cert. of Lawful Presence, NOE, Informational 90 Day Notice to Vacate)
- ▶ Tenant Relocation Assistance (i.e. Advisory Services [Replacement Site Referrals], Securing Replacement Site, Processing Relocation Assistance Claim, Processing Tenant/Seller Agreement or Bill of Sale)
- ▶ Conduct Certificate of Abandonment
- Property Management (Execute Tenant Estoppels, Execute Lease Agreements (if applicable), Provide New Property Management Letter, Collect Rent
- ▶ Relocation Assistance File Close Out



Task 1.1 - Project Management

Task Order Manager, Aryo Rad with CRA, will provide comprehensive oversight for the duration of this WOA. EPIC will work closely with CRA and MTS to coordinate all relocation and property management services. EPIC will develop a project schedule and will adjust as necessary throughout the project. EPIC will maintain electronic files for the business occupant case, including a diary of communication with the business representative that captures salient discussion items, phone calls, emails, and other pertinent information. Tenant files also contain copies of all notices, claim forms, and any correspondence relevant to the relocation. EPIC will also keep a spreadsheet to track all the notices that have been sent, posted, and signed by each tenant. EPIC will maintain a Relocation Move Schedule spreadsheet to track when all the tenants will be moving.

Task 2.1 - Relocation Plan

EPIC will prepare a Relocation Plan that considers all 17 non-residential business displacements and three (3) personal property only relocations involved on the project to analyze relocation options, anticipate all costs, outline the needs of residents, and outline plan for claim disbursements. The plan will verify the feasibility of anticipated relocations and forms an itemized project budget, including lodging, meal, transportation, and moving expenses. To prepare the Relocation Plan, EPIC will interview displaced occupants to understand challenges and better estimate relocation costs. The Relocation Plan will be prepared in accordance with state guidelines, rules, and regulations including URA and California Code of Regulations Title 25, § 6038. The Relocation Plan will be submitted to MTS for review and EPIC will perform edits as needed and memorialize the final approved version.



Fask 2.2 - Occupant Interviews & Notices

To initiate the relocation process, an assigned EPIC Relocation Agent will make direct contact with an authorized representative of the business and explain the relocation assistance program and eligibility requirements for relocation payments to the impacted business owner and/or tenant occupant. The agent will maintain a diary of relocation details and communications, capturing all salient conversations, discussions, emails, and other pertinent information with owners and representatives. During the interview, they will also request a copy of the lease agreement, as needed. EPIC will prepare the following notices and memos to be provided to the business owner and/or tenant:

- ▶ General Information Notice (GIN)
- Business Interview Form
- ▶ Informational Brochure
- ▶ Certificate of Lawful Presence
- Notice of Eligibility (NOE)—Non-Residential/ Business Occupant
- ▶ 90-Day Notice to Vacate [required by federal law]
- 60/30-Day Notice to Vacate [as necessary, per MTS' preference]

Relocation entitlements will be calculated in accordance with provisions of the California relocation legislation, Government Code Section 7260 et. Seq., Title 25 Chapter 6, Relocation Assistance and Real Property Acquisition Guidelines, and local rules and guidelines, as applicable.

Task 2.3 - Present & Offer Fixtures and Equipment (F&E) Appraisal

EPIC will review the Fixtures and Equipment (F&E) appraisals (provided by MTS) and provide copies to the owner and tenant with all valuations redacted. EPIC will resolve any disagreement between owner and tenant claim of ownership, how an item is categorized, and compensation to be paid between owner and tenant. EPIC's agents will obtain notarized Statement of Ownership documents from both owner and tenant and will execute a bill of sale to the tenant.



Task 2.4 - Relocation Assistance Advisory Services

All entities who may be eligible for relocation entitlements must have their rights fully explained as early as possible. As part of advisory assistance, it is important to establish a clear line of communication with the displaced business owner/tenant. EPIC will provide the following services during the Relocation Process:

- Thoroughly explain relocation entitlements to the tenants per California State Regulations
- Relocation Advisory Assistance (i.e., review lease agreements for replacement site, as needed)
- Secure move bids
- Process claims for displacees (Fixed Moving Payment Claim for occupants; Relocation Assistance Claim for tenant and/or owner occupant; deliver payments)
- Moving/Reestablishment/Searching or Fixed
 Payment In-Lieu of Actual Moving and Related
 Expense Claim for business occupant

Task 2.5 - Final Close-Out and Documentation

EPIC will prepare the final documentation package for submittal to MTS to approve the relocation process has been completed in accordance with prevailing regulations. Such package shall include but not be limited to: (i) all signed documents and original signatures of business occupant; (ii) diary of communication with tenant/owner; and (iii) other relevant relocation information.



Task 3.1 - Interim Property Management

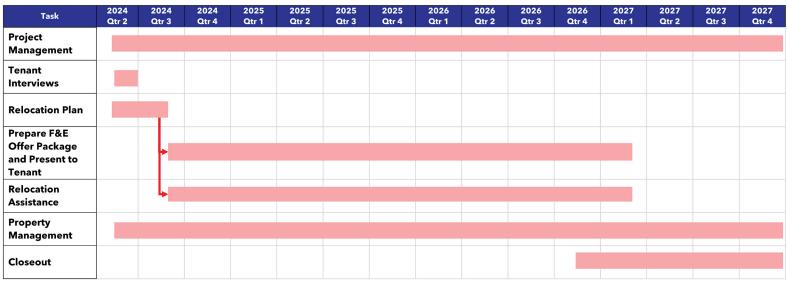
EPIC's property management specialists, led by **Property Management Lead, Darcy Mendoza,** have
years of experience managing hundreds of business
and residential properties for public agencies. For the
CTAC project, EPIC property management services will
include:

- Rent collection on leased property agreements and maintain trust account.
- Comprehensive tenant management, including lease management, new lease updates or agreements (as needed), tenant estoppals, Certificates of Insurance (COI), and a comprehensive tenant tracker for MTS' use. This tracker will allow MTS to see at a glance tenant lease status, insurance status, and other important information.
- Routine building maintenance/site inspections supported by well-established vendor relationships, including graffiti removal, vandalism remediation, plumbing, electrical, weed abatement, and general building infrastructure maintenance.
- Secure properties with fencing, board-ups, locks, and security of vacant buildings, as necessary. This includes contracting directly with a security vendor subconsultant as needed.
- Coordinate with pest control mitigation companies, as needed, for vector control.
- Establish utility billing close out and transfer to MTS following tenant vacancy.
- Provide immediate emergency response and law enforcement engagement (602 Trespass Notices).
- As needed, hazardous materials testing and abatement, and demolition and site clearance coordination.

4. Schedule

CRA P#2023.196

Between CRA and EPIC, our team has extensive local resources available to us for this project to ensure the project remains on schedule. These resources include regional offices based in San Diego, extensive internal resource professionals internally and available through EPIC's CLS Family of Companies to tap for additional staffing resources as needed, and several established relationships with service vendors in both the relocation and property management space that can be incorporated as needed. We anticipate the relocation assistance services to be completed within 42 months from NTP. Upon further review of the RFP schedule, we have found areas to optimize and provide further clarity, as noted below:



Summary of Task Timelines Project Management: Prepare F&E Offer Package and Present to Tenant: Property Management: May 2024 [Q2] - Nov 2027 [Q4] September 2024 [Q3] - Feb 2027 [Q1] May 2024 [Q2] - Nov 2027 [Q4] (Full Project Duration; 42 months) (Relocation Plan Approval + 30 months) (Full Project Duration, as needed; 42 months) **Tenant Interviews: Relocation Assistance:** Closeout: May 2024 [Q2] - Jun 2024 [Q2] September 2024 [Q3] - Feb 2027 [Q1] Nov 2026 [Q4] - Nov 2027 [Q4] (NTP + 1 month)(Relocation Plan Approval + 30 months) (Month 30 - Month 42) **Relocation Plan:** May 2024 [Q2] - August 2024 [Q3] (NTP + 4 months)

Tenant Interviews will occur promptly following NTP to formulate the Relocation Plan.

Draft Relocation Plan will be completed within 60 days (this time includes MTS review period to make comments). This is followed by another 60 days to allow public comments and board approval. Tenants are allowed 30 days to review within that 60-day timeframe along with the rest of the public.

Depending on when the Relocation Plan is approved, F&E offer packages and relocation assistance may be able to begin sooner. potentially 2024 Qtr 4.

Tenants are **anticipated to** vacate within 12-18 months following their F&E Offer and other relevant notices and

5. DBE Subcontractor Utilization Plan

Chen Ryan Associates, Inc. (DBA CR Associates) is a recognized Disadvantaged Business Enterprise (DBE) with CUCP Public Directory Certification Number 40083. Therefore, while Epic Land Solutions, Inc. is not a DBE Subcontractor, any DBE goals are satisfactorily met with at least 10% participation from CRA to provide Project Management services for the duration of this task order.

6. Exceptions/Deviations to RFP

Due to the schedule duration of this project spanning over multiple years, CR Associates and Epic Land Solutions, Inc. respectfully request the following adjustment to the RFP language, Section XI – Pricing, removing it in its entirety and replacing it with the language below:

Per Section B – Allowable Escalation of the On-Call Architect & Engineering Master Agreement with San Diego Metropolitan Transit Systems (MTS), escalations are allowed pursuant to the Employment Cost Index (ECI) for the given year. Therefore, staff billing rate escalations will be allowed on an annual basis and are to be submitted no later than December 15th of each year. Once approved by MTS, these escalated rates will be available for use January 1st of each year of the Agreement, unless otherwise Amended by the Parties. Despite the rate escalation, the not-toexceed fee for professional services shall remain firm for the duration of this task order.



Exhibit A Resumes



Ross Duenas PF

Contract Manager

Ross has 18 years of experience designing and managing transportation and public works projects for public agencies. He has managed multi-disciplinary projects involving multimodal Complete Streets, traffic control, traffic calming, and large outdoor pedestrian spaces. Ross' responsibilities have included managing trafficrelated improvement projects, designing, and preparing traffic control plans, as well as signing and striping plans, roadway design, site design, stormwater analysis and design, wet utility design, and water quality.

Over the last decade, Ross has designed tens of millions of dollars of construction documents throughout San Diego County. This experience equips him to bring unique insights into the constraints and opportunities required for the appropriate use of local and regional engineering standards. He has also been part of the management team for 10+ similar and innovative roadway projects that he helped take through final design.

EXPERIENCE

18 years

EDUCATION

BS, Civil Engineering, Florida State University

ACCREDITATIONS

Professional Engineer, California #84324

AFFILIATIONS

American Public Works Association (APWA), Member

RELEVANT PROJECT EXPERIENCE

Downtown Cycle Track Network Wayfinding and Cortez Hill Pedestrian Wayfinding, Civic Center, San Diego, CA: Project Manager – Ross is responsible for the final design of wayfinding signage to support the three phases of the City of San Diego's downtown cycle track network. The improvement will enhance the public realm within the Downtown San Diego by complementing the downtown pedestrian wayfinding signage and by facilitating a safe environment for multi-modal transportation. Similarly, Ross oversees the wayfinding signage and gateway design for the Cortez Hill downtown neighborhood. The wayfinding systems will identify key destinations and public amenities, making places easy to travel by foot or bicycle. The signs will communicate clear and concise functional wayfinding information, helping to improve circulation and linking residents and tourists to community areas, shopping opportunities, and public transportation.

Bay Rapid – Otay Mesa Transit Center – Final Design, SANDAG, San Diego, CA: Project Manager – who worked closely with SANDAG, MTS and Caltrans to provide final design services for the Otay Mesa ITC, the southern terminus of the South Bay Rapid service. Design included drainage and water quality, landscape, urban design, communication, and retaining walls. Ross assisted SANDAG in the right-of-way acquisition process, which included the decertification of a 1.7-acre Excess Parcel from Caltrans. A PEER and Encroachment Permit were required by Caltrans for improvements to the SR 905/Siempre Viva Road interchange.

Downtown Rapid Stations, Final Design PS&E, SANDAG, San Diego, CA: Project Manager - who led the design services during construction efforts for the final PS&E for the Downtown Rapid Stations project, which included attending weekly meetings, submittal review, and responding to requests for information. The project includes three Rapid Bus Stations on Broadway and the terminal station at America Plaza. Ross led coordination and design efforts between multiple disciplines including communications for the stations, urban design, civil design, custom bus shelters, kiosks, extensive utility coordination, and stage construction.



Aryo Rad PE Task Order Manager

Aryo Rad brings more than two decades of civil engineering experience in the areas of planning, permitting, designing, bidding, and constructing transportation, traffic, and transit projects in Southern California. He has a successful track record of leading complex multidisciplinary transportation and transit projects.

He has worked with engineering and planning departments for more than 50 regional transit and transportation agencies, assisting with transportation and transit projects. Aryo's role as project manager for several local projects provide him with unique understanding of the MTS needs, potential challenges, and design constraints.

EXPERIENCE

25 years

EDUCATION

MS, Civil Engineering, California State University

MS, Systems Engineering, Industrial Management Institute

ACCREDITATIONS

Professional Engineer, California #C81231

AFFILIATIONS

American Public Works Association (APWA), Southern California Chapter

American Society of Civil Engineers

American Public Works
Association

American Association of State

Highway and Transportation Officials

RELEVANT PROJECT EXPERIENCE

University Bikeway, SANDAG, San Diego, CA. – QA/QC manager for this 2.9-mile urban bikeway that runs through the mid-city and eastern neighborhoods of San Diego, ultimately connecting to the city of La Mesa at its eastern terminus. Proposed improvements include protected bikeways (Class IV).

Main Street Green Street - Phase 1 Improvements, City of El Cajon, El Cajon, CA:

– QA/QC manager for the revitalization of the Main Street corridor, which will become an attractive multimodal gateway. CR Associates (CRA) is finalizing the design to implement a road diet and vehicle lane narrowing in order to install enhanced sidewalks and access ramps, Class IV separated bikeways, enhanced pedestrian crossings, LID planters, signage, thematic site furnishings, and safety lighting.

Jamacha Road Improvements (HSIP), City of El Cajon, El Cajon, CA: – Technical advisor for this proposed project, which is part of Caltrans Highway Safety Improvement Program (HSIP) Cycle 9. Proposed improvements include median nose modification, high visibility crosswalks, curb extensions, center raised medians, ADA improvements, traffic signal modifications, RRFB crossings, bulb-outs, and bike lane improvements.

MLK/Gage and Redondo Beach Corridors – MAT Projects, LA Metro, Los Angeles and Redondo Beach, CA: – Task lead/manager for Redondo Beach corridor for this project. CRA is leading the PA/ED phase and outreach engagement for the MLK/Gage and Redondo Beach corridors in partnership with Arellano Associates and LADOT. The project will implement LADOT's Dignity-Infused Community Engagement (DICE) approach and apply the community first engagement model. As part of this project, CBOs will help lead in the surrounding community about challenges walking and bicycling, ask residents and business owners, and other stakeholders to consider different design options/alternatives, and help the community narrow to a preferred alternative by review¬ing trade off and benefits.





YEARS OF EXPERIENCE

12 (2 with EPIC)



LICENSURE

California Real Estate Salesperson #01950486



ASSOCIATIONS

Member, International Right of Way Association, #7913952



EDUCATION

B.S., Environmental Resource Management with concentration in Land Use and Planning, California State University, Bakersfield



LANGUAGE SKILLS

Bilingual (English/Spanish Fluency)

"We have had a great experience working with Eddie and EPIC. They are responsive and flexible – even with last minute requests (5/5 Client Satisfaction Score) - Tami McCrossen-Orr,

Trifiletti Consulting for the City of Inglewood

EDDIE QUINTERO RELOCATION TASK MANAGER

Eddie is a Senior Relocation Project Manager who has built the last decade of his career managing and performing relocation assistance services on behalf of major public agencies throughout Southern California, including Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, and various municipalities. He is a talented team leader, organized project manager, and committed custodian of prevailing regulations as defined by the Uniform Act and State of California. Eddie has a formal education in Urban and Environmental Planning and served as an Associate Planner for the City of Taft in Kern County. More recently, Eddie managed several complex relocation cases for commercial and industrial uses displaced by the Metro D Line and Gerald Desmond Bridge Replacement. He has completed over 500 temporary and permanent residential relocations throughout his career. As Relocation Task Manager for the MTS CTAC project, Eddie will be responsible for comprehensive oversight of the relocation process, including Relocation Plan, tenant interviews, F&E appraisal offers, relocation assistance, and file close-out documentation.

NOTABLE PROJECTS

Inglewood Transit Connector (ITC), City of Inglewood, CA: The ITC is a 1.6-mile (2.6 km) fully elevated, automated guideway transit system proposed in Inglewood, California that will connect the Downtown Inglewood station on the K Line of the Los Angeles Metro Rail system to nearby major sports and entertainment venues. To kick off the project, EPIC assisted the City to draft and complete the Real Estate Acquisition Management Plan (RAMP) and Draft Relocation Plan for the project, both approved by the Federal Transit Administration (FTA) after EPIC addressed comments. As Relocation Project Manager, Eddie was responsible for the entire RAMP and Relocation Plan for the project, providing comprehensive oversight to EPIC's team for the ongoing pre-acquisition planning tasks including Relocation Claim Forms and review of various policy and procedures.

Parking Lease Agreement for Costa Mesa Freeway (State Route 55) Improvement Project, from Interstate 405 to Interstate 5, Orange County Transportation Authority (OCTA), Santa Ana, CA: In one segment of this project, the proposed alignment was severely impacting parking and threatening the relocation of industrial businesses. To avoid costly business relocations, OCTA enlisted EPIC as its sole source right of way consultant to acquire rights to parking from an adjacent property owner with excess parking spaces not impacted by the freeway improvement project. Eddie helped OCTA save millions of dollars by successfully negotiating new lease agreements to acquire the parking rights for the impacted businesses, avoiding business relocations.

West Valley Connector Bus Rapid Transit (BRT) Corridor, San Bernardino County Transportation Authority (SBCTA), Montclair and Ontario, CA: Due to the dedicated bus lane design in this project section, 10 of the 56 parcels will be acquired as full takes and resulting in 25 relocation assistance cases (consisting of 17 businesses and 8 residential displacements). Eddie is performing relocation planning services and providing training and advising for relocation agents who will be interviewing up to 25 displaced residential and non-residential tenants. For the business relocations, Eddie acquired and performed quality reviews of the fixtures and equipment appraisals.





YEARS OF EXPERIENCE

20 (11 with EPIC)



LICENSURE

Real Estate Salesperson, CA #02004708

Notary Public, CA Commission #2330562



CERTIFICATIONS

Senior Right of Way Professional (SR/WA), International Right of Way Association (IRWA)

Right of Way Negotiation/Acquisition Specialist Certification (R/W-NAC), IRWA



EDUCATION

General Studies, Saddleback College, Mission Viejo & Mt. San Jacinto College

"It has been a pleasure to work with Darcy on several projects, including an interchange, quiet title, property management and excess land sales."

- Mark Lancaster, Co. of Riverside Transportation & Land Management Agency (TLMA)

DARCY MENDOZA, SR/WA, R/W-NAC PROPERTY MANAGEMENT TASK MANAGER

Darcy is an Assistant Regional Manager that has been involved in all aspects of right of way project management, including quality assurance and oversight for property management and relocation services. Prior to EPIC, she was a Title & Escrow Officer for a diverse range of customers throughout Southern California and has a strong understanding of complexities related to real property transacting. Darcy has provided long-term and interim property management services for over 500 properties acquired by RCTC and SBCTA over the past few years, coordinating a wide variety of tasks including collection of rent, lease and license management, and routine inspections. As Property Management Task Manager for the MTS CTAC project, Darcy will oversee all property management tasks including rent collection, lease management, site security, property maintenance, and proactive problem solving for any property management challenges that may arise.

NOTABLE EXPERIENCE

Property Management Services On-Call Contract, Riverside County Transportation Commission (RCTC), Riverside County, CA: As the Senior Property Manager for RCTC, Darcy oversees the staff that reviews and upgrades licenses and leases on RCTC property, developed a property management and tenant contract database for the agency, and reviews/resolves title and boundary issues on an ongoing basis. Darcy has even drafted RCTC's official policies and procedures for property management and other real estate matters. Her work requires coordination with BNSF, Metrolink, and the planning departments, police, and code enforcement authorities from multiple local municipalities.

West Valley Connector Bus Rapid Transit (BRT) Corridor, San Bernardino County Transportation Authority (SBCTA), Montclair and Ontario, CA: The EPIC team previously performed title and escrow coordination, offer package preparation, and right of way acquisition services for 56 property impacts in this BRT development project. As parcels are acquired, tenants relocated, and buildings are vacated, Darcy is overseeing the team performing interim property maintenance and management tasks, including coordination of hazardous materials testing, abatement, and demolition coordination to clear project sites and prepare the parcels for construction. Tasks involve asbestos testing and abatement, contractor requests for bids, bid selection, contractor performance oversight, fencing/board-up, and utility shut-off for gas, water, electric. The EPIC team also coordinated with the City of Ontario to expedite approvals of environmental and contractor permits required for these tasks.

Mount Vernon Avenue Viaduct over BNSF Intermodal Yard Replacement Program/Construction Management (PCM), SBCTA, San Bernardino, CA: The Mount Vernon Viaduct over BNSF Intermodal Yard Replacement is a \$230 million Design-Build project involving the demolition of the existing viaduct over the BNSF Intermodal Yard in the City of San Bernardino and construction of a new bridge over 1,000' in length. To construct the bridge, over 40 tax parcels were acquired, 40+ residences relocated, and the structures demolished. Darcy and the EPIC team provided interim property management for the land acquired and cleared. Task management included coordination with Joshua Grading to install security fencing and board-ups ahead of demolition, while also coordinating with law enforcement to manage trespassers and homeless encampments.





YEARS OF EXPERIENCE

10 (1+ with EPIC)



LICENSURE

California Real Estate Broker #01944802



CERTIFICATIONS

Certified Right of Way Agent (RWA), International Right of Way Association (IRWA)



EDUCATION

BS, Business Administration/Real Estate, California State Polytechnic University, Pomona



IRWA COURSEWORK

Non-Residential Relocation Assistance Real Estate Negotiations Principal of Real Estate Appraisals Alternative Dispute Resolution Principals of Land Acquisition



LANGUAGE SKILLS

Bilingual (English/Spanish Fluency)

ADDIEL FLORES, RWA, BROKER SENIOR RELOCATION AGENT

Addiel is a relocation professional with over 10 years of experience transacting real estate and performing relocation assistance on behalf of public agencies throughout Southern California. He has extensive experience locating suitable replacement business sites and housing throughout multiple states for displaced tenants - performing 500+ temporary and permanent relocations in the span of his career. Addiel has supported some of EPIC's largest relocation projects, including the Inglewood Transit Conenctor, granting him a wealth of understanding for relocation assistance procedures and requirements. Addiel is a veteran of the United States Army, having served from August 2000 through February 2012. As a Senior Relocation Agent for the MTS CTAC project, Addiel will provide direct boots-on-the-ground relocation assistance services including tenant interviews and notices, presentation of F&E appraisals, relocation assistance communications with tenants, and additional support as needed.

NOTABLE EXPERIENCE

Downtown Bus Stopover, San Diego Association of Governments (SANDAG), San Diego, CA: SANDAG sought to complete acquisitions for a block they already partially owned between State Street, Union Street, A Street, and B Street to construct a multiuse and bus stopover facility in Downtown San Diego. The proposed facility will provide an off-street location where transit vehicles can be parked for short periods between runs. In addition to the stopover, the facility has the potential to provide future office space for SANDAG and other tenants as part of a Transit Oriented Development (TOD) including office, retail, and housing, including affordable housing. A maximum of two full-takes were identified, with a maximum of six (6) non-residential relocations. EPIC is responsible for all relocation services on the project, including relocation plan, tenant interviews and notices, relocation assistance services, and final close-out documentation (including Certificate of Abandonment). As Relocation Project Manager, Addiel is providing oversight and hands-on support for completion of tenant interviews, relocation plan, and relocation assistance.

Interstate 5 and Oso Parkway (SR-73) Interchange Improvements, Orange County Transportation Authority (OCTA), Mission Viejo, CA: This project improves traffic flow and safety through one of the most congested interchanges along the I-5 freeway in South Orange County. The project adds a southbound auxiliary lane in advance of the southbound off-ramp at Oso Parkway, widens the southbound off-ramp to Oso Parkway from one to two lanes, and widens the ramp lanes from three to four lanes. EPIC is the sole-source right of way consultant to OCTA finishing the right of tasks for this project. Addiel supported the delivery of the relocation assistance program to assist three (3) non-residential tenants that were displaced.

Eastside School Relocation Services, Riverside Unified School District (RUSD), Riverside, CA: Riverside Unified School District (RUSD) has a need to acquire certain properties in Riverside, CA such that the assemblage of those properties will allow for the development of a new Eastside elementary school. RUSD enlisted EPIC as its sole Relocation Assistance provider to coordinate relocation services for eight (8) remaining properties to complete the project. These properties include both commercially and residentially zoned properties. As Relocation Project Manager, Addiel has led the EPIC team in completion of tenant interviews and initial notices. Addiel and the EPIC team will provide comprehensive relocation assistance and offer notices once acquisition is complete.





YEARS OF EXPERIENCE

20 (6 with EPIC)



LICENSURE

Real Estate Broker, CA #01238022

Notary Public, CA Commission #2392145



EDUCATION

International Right of Way Association (IRWA) Coursework



LANGUAGE SKILLS

Bilingual (English/Spanish Fluency)

MARIA SAUZA, BROKER SENIOR RELOCATION AGENT

Maria is a seasoned real estate broker and relocation assistance agent with 20+ years of experience who has excelled as a successful negotiator, treating all stakeholders with respect and ensuring that all paperwork is completed on-time and properly filed. She has worked with a variety of clients throughout Southern California including transportation agencies, municipalities, housing authorities, school districts, and public utility companies. Maria has completed over 550 relocations throughout her career. Her compassion and thorough approach to relocation lends itself to EPIC's successful track record of relocation assistance services. As a Senior Relocation Agent for the MTS CTAC project, Maria will support relocation assistance services through thorough documentation maintenance, tenant interview and notice support, and additional support, as needed.

NOTABLE EXPERIENCE

Costa Mesa Freeway (State Route 55) Improvement Project, from Interstate 405 to Interstate 5, Orange County Transportation Authority (OCTA), Santa Ana, Irvine and Tustin, CA: This project adds one general purpose lane, one carpool lane and auxiliary lanes in each direction of this stretch of the freeway to reduce congestion and increase capacity. EPIC is the sole-source right of way consultant to OCTA finishing the right of tasks for 20 acquisition files, up to six relocation cases, and several utility relocations. As a Senior Relocation Agent on this project, Maria is performing relocation assistance advisory services for several non-residential tenants, including industrial business tenants (a shower door manufacturer and a deep cleaning operation) and a general contracting business.

West Valley Connector Bus Rapid Transit (BRT) Corridor, San Bernardino County Transportation Authority (SBCTA), Pomona, Montclair, and Ontario, CA: As Senior Relocation Agent, Maria is supporting the EPIC team with relocation planning services and relocation advisory services for 25 non-residential and residential tenant displacements in this project, as well as as-needed property rights acquisition support. This project is funded through the Federal Transit Administration (FTA) and Maria is maintaining documentation for the relocation program in compliance with FTA guidelines.

Hillcrest Apartments Temporary Relocations, San Diego Housing Commission (SDHC), San Diego, CA: In late 2020, SDHC acquired Hillcrest Apartments with 47 Single-Room Occupancy (SRO) units with 45 of those being affordable rental housing units and the two remaining for on-site property management. It was determined that renovations of the property, especially the balconies on several units, needed to be brought up to code. As Project Manager for the temporary relocations, Maria coordinated with 24 residents to arrange hotel accommodation during the renovations. She worked with handicapped residents and those with pets to get the right accommodation for everyone's needs. Throughout the entire project, Maria maintained sensitivity to needs and took extra effort to help those who were resistant to relocation feel more comfortable, resulting in positive feedback from numerous residents following the completion of their relocations. Relocation progress was documented thoroughly in SDHC's preferred excel spreadsheets. Maria excelled at providing residents with a home away from home during their renovations.





YEARS OF EXPERIENCE

4 (1 year at EPIC)



EDUCATION

B.A., Public Policy and Administration, California State University, Long Beach

Residential Relocation Assistance coursework, International Right of Way Association (IRWA)



LICENSURE

California Real Estate Salesperson #02199646



ACCOMPLISHMENTS

Medal of Distinction, Crafton Hills
College

Recognition of Outgoing Student Trustees, San Bernardino Community College District Board of Trustees



PROFICIENCY

Microsoft Office 365
Database maintenance
GIS software
Archibus



LANGUAGE SKILLS

Bilingual (English/Spanish Fluency)

YASMEEN FLORES RELOCATION AGENT

Yasmeen is a highly organized and driven Relocation Agent with 4+ years of experience who excels at problem solving, concise communication, and team collaboration for efficient production of client deliverables. She relies on her technical abilities to provide analysis and research on right of way utilizing GIS and Archibus to complete her research. Yasmeen uses her strong communication skills to provide translation services and create solutions to overcome language barriers in her negotiations. She excels at leading and supporting teams to ensure the scope of work is accurately carried out. Yasmeen has successfully completed over 175 relocations in her career. As a Relocation Agent for the MTS CTAC project, Yasmeen will provide direct boots-on-the-ground relocation assistance services including tenant interviews and notices, presentation of F&E appraisals, relocation assistance communications with tenants, and additional support, as needed.

NOTABLE PROJECTS

Downtown Bus Stopover, San Diego Association of Governments (SANDAG), San Diego, CA: SANDAG sought to complete acquisitions for a block they already partially owned between State Street, Union Street, A Street, and B Street to construct a multiuse and bus stopover facility in Downtown San Diego. The proposed facility will provide an off-street location where transit vehicles can be parked for short periods between runs. In addition to the stopover, the facility has the potential to provide future office space for SANDAG and other tenants as part of a Transit Oriented Development (TOD) including office, retail, and housing, including affordable housing. A maximum of two full-takes were identified, with a maximum of six (6) non-residential relocations. EPIC is responsible for all relocation services on the project, including relocation plan, tenant interviews and notices, relocation assistance services, and final close-out documentation (including Certificate of Abandonment). As Relocation Agent, Yasmeen is providing hands-on support for completion of tenant interviews, relocation plan, and relocation assistance services.

Inglewood Transit Connector (ITC) Project, City of Inglewood, CA: The Inglewood Transit Connector Project is a 1.6-mile (2.6 km) fully elevated, automated guideway transit system proposed in Inglewood, California that will connect the Downtown Inglewood station on the K Line of the Los Angeles Metro Rail system to the major sports and entertainment venues. As part of ongoing pre-acquisition planning tasks for the ITC project, Yasmeen is assisting the EPIC Right of Way Team with responses to FTA comments on Relocation Plan and is preparing Relocation Claim Forms and reviewing and providing comments to the Appraisal Policy and Procedures, Acquisition Policies and Procedures, and Relocation Policies and Procedures for the project.

West Valley Connector Bus Rapid Transit (BRT) Corridor, San Bernardino County Transportation Authority (SBCTA), Ontario, CA:. Due to the dedicated bus lane design in Segment 4 of this project, 10 of the 56 parcels will be acquired as full takes and resulting in 25 relocation assistance cases (consisting of 17 businesses and 8 residential displacements). Property types included commercial retail suits, motels, restaurant franchises with vehicle drive-thru access, gas stations, and auto repair and auto dealers. As Relocation Agent, Yasmeen is supporting the delivery of Relocation Assistance services through in-depth documentation and coordination with the impacted businesses and residents.





YEARS OF EXPERIENCE

10 (1 with EPIC)



LICENSURE

Real Estate Salesperson, CA #01936746



EDUCATION

B.A., Business Administration, California State Polytechnic University, Pomona



ASSOCIATIONS

Member, National association of Realtors

Member, Orange County Association of Realtors

CHRISTINE WASFI RELOCATION AGENT

Christine Wasfi is a Relocation Agent with 10+ years of experience who is a talented negotiator, working professionally and patiently with property owners from various backgrounds to resolve conflicts, questions, and reach voluntary settlements. Due to her background in real estate, Christine easily navigates real estate market research, transaction details, and has a strong command of documentation best practices. Her growing portfolio of experience includes relocation services for a myriad of clients, including supporting EPIC's Inglewood Transit Connector and West Valley Connector projects. As a Relocation Agent for the MTS CTAC project, Christine will support relocation assistance services through thorough documentation maintenance, tenant interview and notice support, and additional support, as needed.

NOTABLE EXPERIENCE

Inglewood Transit Connector (ITC) Project, City of Inglewood, CA: The Inglewood Transit Connector Project is a 1.6-mile (2.6 km) fully elevated, automated guideway transit system proposed in Inglewood, California that will connect the Downtown Inglewood station on the K Line of the Los Angeles Metro Rail system to the major sports and entertainment venues. Christine is providing preliminary support for anticipated relocation assistance tasks as the Relocation Plan has been recently finalized.

West Valley Connector Bus Rapid Transit (BRT) Corridor, San Bernardino County Transportation Authority (SBCTA), Montclair and Ontario, CA: Due to the dedicated bus lane design in this section, 10 of the 56 parcels will be acquired as full takes and resulting in 25 relocation assistance cases (consisting of 17 businesses and 8 residential displacements). Christine is supporting the relocation team with supporting relocation assistance service noticing and tenant/resident communications.

Eastside School Relocation Services, Riverside Unified School District (RUSD), Riverside, CA: RUSD has a need to acquire certain properties in Riverside such that the assemblage of those properties will allow for the development of a new Eastside elementary school. RUSD enlisted EPIC as its sole Relocation Assistance provided to coordinate relocation services for eight (8) remaining properties to complete the project. These properties include both commercially and residentially zoned properties such as retail stores and a manufacturing facility. As Relocation Agent, Christine supported the completion of tenant interviews and initial notices. Christine and the EPIC team will provide comprehensive relocation assistance and offer notices once acquisition is complete.

Replacement of the San Juan Creek Rail Bridge (LOSSAN Corridor), Orange County Transportation Authority (OCTA), San Juan Capistrano, CA: As the sole-source Right of Way Consultant to OCTA, EPIC is supporting the acquisition of three (3) partial property acquisitions and one (1) personal property relocation for OCTA to construct the bridge replacement. Christine is supporting the maintenance of consistent documentation for the personal property relocation and acquisitions.





YEARS OF EXPERIENCE

9 (1 year at EPIC)



LICENSURE

Notary Public, CA Commission #2438792



KEY SKILL SETS

Microsoft Office Suite – Intermediate

Adobe Acrobat Pro DC – Intermediate

CRM Software

Document Management

Type 58 WPM

Scheduling/Meeting Coordination



EDUCATION & PROFESSIONAL DEVELOPMENT

California Department of Insurance (CDI) Producer License, Accident Health & Life Agent, 2019

AT&T Corporate Online Courses Proprietary Vocational Certification AT&T 2020 Transformation Series: Big Data, Cloud Technology, 2016

AT&T Career Training Courses Environmental Health & Safety EH&S Trainer – Certification CPR & First Aid Certification Defensive Safety Driving

Naval Air Technical Training Center United States Navy Aviation Electronics

VIVIAN LANZAORELLANA LEASE MANAGEMENT COORDINATOR

Vivian is an exemplary administrative professional with over 9 years of experience in supporting management and operation teams within demanding work environments. She is a driven team player who is highly detailed in her work and dedicated to deadlines. Vivian has provided extensive document maintenance on some of EPIC's largest property management contracts and beyond, overseeing hundreds of documents regularly and consistently. She is a veteran of the United States Navy, where she served for over five years as an Aviation Electronics Technician Level E-5 and received numerous honors. As Lease Management Coordinator. As Lease Management Coordinator, Vivian will support property management efforts with direct oversight of all tenant leases/insurance, coordination of new leases/insurance, data entry, and efficient file management.

NOTABLE EXPERIENCE

Property Management Services On-Call Contract, Riverside County Transportation Commission (RCTC), Riverside County, CA: Vivian is currently performing document administrative duties for the RCTC Property Management contract. Her tasks include compiling documentation pertaining to the management of license agreements and file management and documentation back-up (including scanning hard files to create and file electronic copies). As the administrator working on behalf of RCTC, Vivian regularly engages with stakeholder agencies, such as the County of Riverside, Caltrans District 8 and SCRRA to coordinate the signing of documents and recording deeds. She has assisted EPIC's Contract Manager/Property Manager, Darcy Mendoza, with clearing up title deficiencies with the County Assessor.

West Valley Connector Bus Rapid Transit (BRT) Corridor, San Bernardino County Transportation Authority (SBCTA), Pomona, Montclair, and Ontario, CA: EPIC is performing appraisals, acquisitions, and relocations for Segment 4 of this project, which impacts 56 larger parcel groupings possessed by 53 unique property owners. Vivian supported the right of way agent team to compile, review, and mail Offer Packages and Relocation Notices to property owners for the acquisition and relocation of property in conflict with the project improvements. She continues to support EPIC's property management team with maintenance of tenant leases, insurance, and spreadsheets tracking that information and more, as needed.

Plans, Specifications & Estimates (PS&E) for Ojai Ave (SR 150) and Maricopa Hwy (SR 33) Active Transportation Program (ATP) Complete Streets, City of Ojai, CA: As a subconsultant to the engineer and in coordination with the City of Ojai, Vivian supported the EPIC right of way agent team to compile, review, and mail Offer Packages to property owners for the acquisition of property rights. Vivian ensured consistency and quality review of the Offer Packages so that they included all required informational brochures, Offer of Just Compensation letter, and related project information. Due to federal Active Transportation Program (ATP) funding, Vivian and the EPIC team ensured documentation was meticulously managed to ultimately obtain Caltrans Right of Way Certification for the project.

Exhibit B
Refined
Impact Table

Att.A, AI 18, 04/25/24

Assessor's Tax Parcel Number (APN)	Parcel Address	Assessor Lot Acreage	Land Use	Business Address	Tenants	Business Type
541-611-31-00	4550 Federal Blvd	1.3773		4550 Federal Blvd	Distribution International	Commercial and Industrial Insulation (Assumed 1 tenant relocation due to no contact)
				4506 Federal Blvd	All Pro Stickers	Car Wraps, Building Advertisement
				4506 #A Federal Blvd	Brooke Paper Scissors	Luxury Home Staging
				4506 #B Federal Blvd	H&H Diversified Investment Co. Inc	Owner's Office
				4506 #D Federal Blvd	Drop Kick Brew	Coffee Distributor/Wholesaler
				4510 Federal Blvd	San Diego Scale	Mechanical Scale Distributor (Commercial & Industrial)
				4514 Federal Blvd	Cal Auctions	Auction House
541-611-04-00	4506-4520 Federal Blvd	5.4325	Industrial	4514 #D Federal Blvd	Sanwood Fine Carpentry & Construction, Inc.	General Contractor, Remodels, and Renovations
				4514 #D Federal Blvd	L Electric	Electrician (sub to Sandalwood)
				4520 #A Federal Blvd	Half Off Wholesale	Wholesaler
				4520 #B Federal Blvd	Accessories Plus Fabrication	Welder & Metal Fabricator
				4520 #C Federal Blvd	Pro-Active Concrete	Concrete Services (New Construction & Repairs)
				4576 Federal Blvd	Mixed Media Art Gallery and Studio	Art Studio
				4582 & 4584 Federal Blvd	Antonio's Metal Works, Inc.	Metal Fabricator
				4582 Federal Blvd	Iron Welding International	Welder (sub to Antonio's)
541-611-34-00	4570-4586 Federal Blvd	2.6058	Commercial	4582 Federal Blvd	One Stop Metal Fabrication	Metal Fabricator (sub to Antonio's)
				4582 Federal Blvd #A	Robb's Security Bars and Fencing	Unable to confirm at this time
				4586 Federal Blvd	Vacant Building and Lot	N/A
				4567 Federal Blvd	Action Gypsum Supply	Personal Property Storage of Misc
541-611-27-00	Federal Blvd	2.3311	Commercial	N/A	Parking Lot	Parking (Assumed 1 tenant relocation)

CRA P#2023.196



SAN DIEGO

3900 5th Avenue, Suite 310 San Diego, CA 92103

LOS ANGELES

714 W Olympic Boulevard, Suite 609 Los Angeles, CA 90015

ATTACHMENT B NEGOTIATED FEE PROPOSAL



Work Order Estimate Summary

MTS Doc. No.

Work Order No. WOAXXX-AE-39

Attachment: B

Work Order Title:

CLEAN TRANSIT ADVANCEMENT CAMPUS (CTAC)
TENANT RELOCATION SERVICES

Project No:

Table 1 - Cost Codes Summary (Costs & Hours)

Item	Cost Codes	Cost Codes Description	Total Costs
1		Labor - Epic Land Solutions	\$299,029.06
2		Expenses - Epic Land Solutions	\$204,335.00
3		Labor - CR Associates	\$30,084.24
4		Expenses - CR Associates	

Totals = \$533,448.30

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

Item	TASKS/WBS	TASKS/WBS Description	Labor Hrs	Total Costs
1	1	Project Management and Coordination	270.0	\$59,602.64
2	2	Non-Residential Relocation Services	1,596.0	\$195,047.11
3	3	Property Management	495.0	\$278,798.55

Totals = 2,361.0 \$533,448.30

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

(If App	licable,	, Selec	t One)			Total Costs		
DBE	DVBE	SBE	Other	Consultant	Labor Hrs			
				Epic Land Solutions, Inc.	2,231.0	\$503,364.06		
				CR Associates	130.0	\$30,084.24		

Totals = 2,361.0 \$533,448.30

Work Order Estimate

Summary

Total Hours = 130

Total Costs = \$30,084.24

Consultant/Subconsultant: CR Associates

Work Order Title: CLEAN TRANS

MTS Doc. No.:

Work Order No.: WOAXXX-AE-39

Work Order Title: CLEAN TRANSIT ADVANCEMENT CAMPUS (CTAC) TENANT RELOCATION SERVICES

Attachment: B

			ODCs (See Attachment)	Contract Manager	Project Manager	Senior Engineer	Engineer - 3	Engineer - 2	Admin - 2					Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description	,	\$ 314.41	\$ 310.92	\$ 257.35	\$ 199.71	\$ 161.13	\$ 125.76	\$ -	\$ -	\$ -	\$ -		
1	Task 1	Project Management and Coordination													
•															
	1.1 - Project Mana file management)	gement and Coordination (including meetings a	nd	10	60		10		50					130	\$30,084.24
		Subtotals (Hou	s) = N/A	10	60	1	10	-	50			-		130	\$30,084.24
		Subtotals (Cos	,	\$3,144.08	\$18,654.95		\$1,997.07		\$6,288.15					130	\$30,084.24
2	Task 2	Non-Residential Relocation Services	-,	40,111100			V 1,001101		V-0,200110						400,000
	2.1 - Relocation Pl														
		erview and Notices													
		Offer Fixtures and Equipment (F&E) Appraisal													
		ssistance Advisory Services													
	2.5 - File Close-Ou														
		Subtotals (Hou Subtotals (Cos									1				
		Property Management													
	3.1 - Interim Prope	erty Management													
		Subtotals (Hour Subtotals (Cos	,												
		Totals (Summary) =												130	\$30,084.24
		Total (Hours) =	N/A	10	60		10		50					130	700,000
		Total (Costs) =			\$18,654.95		\$1,997.07		\$6,288.15						\$30,084.24
		Percentage of Total (Hours) = Percentage of Total (Costs) =	N/A	8% 10%	46% 62%				38% 21%					92%	93%

Work Order Estimate Summary

												-	
	Consultant/ Subconsultant:	CR Associate	9 \$									Contract No:	
												Task Order No.	WOAXXX-AE-39
	Work Order Title:	CLEAN TRAN	ISIT ADVANCEMEN	IT CAMPUS (C	CTAC) TENANT R	ELOCATION SI	ERVICES					Attachment:	В
								-					
						TASK	S/WBS (1-5)						
ODC				т	ask 1	-	Гask 2	•	Гask 3	Т	ask 4	7	Task 5
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Postage/Overnight Packages	1	\$35.00										
2	Property Owner and Tenant Data	1	\$100.00										
3	Mileage	1	\$0.67										
4	Joshua Grading (Property Management)	1	\$2,500.00										
5	Apex Construction (Property Management)	1	\$1,500.00										
				Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	
						TASKS	S/WBS (6-10)						
ODC												•	Γotals
Item	Description	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Postage/Overnight Packages												
2	Property Owner and Tenant Data												
3	Mileage												
4	Joshua Grading (Property Management)												
5	Apex Construction (Property Management)												
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	

Work Order Estimate

Summary

Consultant/Subconsultant: **Epic Land Solutions, Inc.**

MTS Doc. No.:

Work Order No.:

WOAXXX-AE-39

Total Hours = 2,231 Total Costs = \$503,364.06

Work Order Title: CLEAN TRANSIT ADVANCEMENT CAMPUS (CTAC) TENANT RELOCATION SERVICES

Attachment: В

				Right of Way Lead	Planner - Senior	Right of Way Assistant Manager	Senior Right of Way Agent	Admin 2	Project Controls - 3					Total Hours	Totals
Item	TASKS/WBS	TASKS/WBS Description	Attachment)	\$ 201.37	\$ 197.65	\$ 126.80	\$ 117.91	\$ 86.51	\$ 147.70	\$ -	\$ -	\$ -	\$ -		
1	Task 1	Project Management and Coordination													
•		gement and Coordination (including meetings and	\$2,400.00	120					20					140	\$29,518.40
		Subtotals (Hours) =	N/A	120		,	1		20			1		140	\$29,518.40
		Subtotals (Costs) =	\$2,400.00	\$24,164.40					\$2,954.00					140	\$29,518.40
2	Task 2	Non-Residential Relocation Services								ı	I	1			
	2.1 - Relocation Pl		\$1,935.00			25	50	6						81	\$11,519.56
	2.2 - Occupant Into				10		150	20						180	\$21,393.20
		Offer Fixtures and Equipment (F&E) Appraisal			10		200	15						225	\$26,856.15
		ssistance Advisory Services			60		1000	15						1,075	\$131,066.65
	2.5 - File Close-Ou				5		20	10						35	\$4,211.55
		Subtotals (Hours) = Subtotals (Costs) =			85 \$16,800.25	25 \$3,170.00	1420 \$167,432.20	66 \$5,709.66						1,596 1,596	\$195,047.11 \$195,047.11
3	Task 3	Property Management	Ψ1,933.00		ψ10,000.23	ψ5,170.00	Ψ107,432.20	ψ3,703.00						1,390	\$193,047.11
3	3.1 - Interim Prope		\$200,000.00	215		280								495	\$278,798.55
	o.i intomiii iopo	Subtotals (Hours) =		215		280								495	\$278,798.55
		Subtotals (Costs) =				\$35,504.00								495	\$278,798.55
		Cubiciais (Costs)	Ψ200,000.00	ψ+0,20+.00		400,004.00								400	Ψ210,100.00
		Totals (Summary) =												2,231	\$503,364.06
		Total (Hours) =	N/A	335	85	305	1420	66	20					2231	ψ000,004.00
		Total (Costs) =	\$204,335.00					\$5,709.66						2201	
		10tal (000ta) =	Ψ204,000.00	ψ01,400.90	ψ10,000.23	Ψ50,014.00	ψ101,402.20	ψυ, ευσ.00	Ψ2,904.00						
		Percentage of Total (Hours) =	N/A	15%	4%	14%		3%	1%					36%	
		Percentage of Total (Costs) =	41%	13%	3%			1%	1%						67%

Work Order Estimate Summary

Consultant/ Subconsultant: Epic Land Solutions, Inc.	Contract No:	
	Task Order No.	WOAXXX-AE-39
Work Order Title: CLEAN TRANSIT ADVANCEMENT CAMPUS (CTAC) TENANT RELOCATION SERVICES	Attachment:	В

TASKS/WBS (1-5)

			-											
ODC				-	Task 1 T		Task 2		Task 3		Task 4		Task 5	
Item	Description	Unit	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	
1	Postage/Overnight Packages	1	\$35.00			17	\$595.00							
2	Property Owner and Tenant Data	1	\$100.00	24	\$2,400.00									
3	Mileage	1	\$0.67			2,000	\$1,340.00							
4	Joshua Grading (Property Management)	1	\$2,500.00					50	\$125,000.00					
5	Apex Construction (Property Management)	1	\$1,500.00					50	\$75,000.00					
				Subtotal =	\$2,400.00	Subtotal =	\$1,935.00	Subtotal =	\$200,000.00	Subtotal =		Subtotal =		

TASKS/WBS (6-10)

ODC	<u> </u>								Totals				
Item	Description	Quantity Total		Quantity Total		Quantity Total		Quantity	Quantity Total Quantity		Total	Quantity	Total
1	Postage/Overnight Packages											17	\$595.00
2	Property Owner and Tenant Data											24	\$2,400.00
3	Mileage											2,000	\$1,340.00
4	Joshua Grading (Property Management)											50	\$125,000.00
5	Apex Construction (Property Management)											50	\$75,000.00
		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =		Totals =	\$204,335.00



Agenda Item No. 19

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

State of California Office of Emergency Services – Designation of Applicant Agent Resolution

RECOMMENDATION:

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

- Authorize the Chief Executive Officer (CEO) and designee(s) to serve as MTS's agent to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding all matters pertaining to Federal financial assistance and/or State financial assistance under the California Disaster Assistance Act; and
- 2) Authorize the Chair of the Board of Directors to sign the Designation of Applicant's Agent Resolution for Non-State Agencies Form (CalOES Form 130) (Attachment A).

Budget Impact

None with this action.

DISCUSSION:

On January 22, 2024, San Diego County experienced historic rainfall for the month of January (2024 January Storm). The 2024 January Storm caused widespread flooding, mudslides, and debris flow threatening life and safety, structures, and other critical infrastructure. The impacts of this storm also caused evacuations, road and school closures, and widespread damage to public and private property. MTS transit infrastructure, facilities, and equipment sustained significant damage as a result of the storm.

On January 23, 2024, a Governor's Proclamation was issued to secure funding to help the County of San Diego respond to and recover from the 2024 January Storm. The 2024 January Storm makes California Disaster Assistance Act (CDAA) funding available for eligible costs and entities within the County of San Diego. MTS falls under the list of entities eligible for disaster assistance under the CDAA.



Agenda Item No. 19 April 25, 2024 Page 2 of 2

A Designation of Applicant's Agent Resolution for Non-State Agencies (CalOES Form 130) is required for MTS to be eligible to receive State and/or Federal funding. The resolution is universal and effective for all open and future emergencies/disasters up to three years following the date of approval by the Board. The attached resolution authorizes the following positions as authorized agents for MTS: CEO, General Counsel, and Chief Operating Officer.

Therefore, staff recommends that the MTS Board of Directors:

- 1) Authorize the CEO and designee(s) to serve as MTS's agent to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding all matters pertaining to Federal financial assistance and/or State financial assistance under the California Disaster Assistance Act; and
- 2) Authorize the Chair of the Board of Directors to sign the Designation of Applicant's Agent Resolution for Non-State Agencies Form (CalOES Form 130) (Attachment A).

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

Key Staff Contact: Julia Tuer, 619.557.4515, <u>Julia.Tuer@sdmts.com</u>

Attachment: A. Designation of Applicant's Agent Resolution for Non-State Agencies Form (CalOES

Form 130)

RECOVERY DIRECTORATE Att. A, AI 19, 4/25/2024 FINANCIAL PROCESSING DIVISION

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Cal OES ID No:	
----------------	--

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY TH	HE OF	THE
	HEOF (Governing Body)	THE (Name of Applicant)
THAT _		, OR
	(Title of Authorized Ager	nt)
_		, OR
	(Title of Authorized Ager	nt)
-	(Title of Authorized Age	ent)
s hereby authorized	I to execute for and on behalf	
		(Name of Applicant)
		ate of California, this application
	e California Governor's Office c g federal financial assistance fo	
	but not limited to any of the fo	
	,	9
_	ared Disaster (DR), Fire Mitigatio	•
		iate Services Program (ISP), Hazard
_	nt Program (HMGP), Building Re	Aitigation Program (LPDM), under
Commonnes (bric), legisialive rie-bisasiei r	miligation Flogram (LFDM), onder
- Public Law 93-2	288 as amended by the Robert	T. Stafford Disaster Relief and
		ate financial assistance under the
California Disas	ster Assistance Act.	
- Flood Mitigatio	n Assistance Program (FMA), ∪	nder Section 1366 of the National
Flood Insurance		
		(NEURO) (O. 1. 770.4 (L.)
	·	ram (NEHRP) 42 U.S. Code 7704 (b)
	d 42 U.S. Code 7704 (b) (2) (B) N	ed Appropriations Act, 2018, Div. F,
		tions Act, 2018, Pub. L. No. 115-141
Ворантот от	Tierrie and occomy Appropria	1013 7(01, 2010, 1 00. E. 110. 110 1 11
•	r Earthquake Warning (CEEW) u r 7, Article 5, Sections 8587.8, 85	nder CA Gov Code – Gov, Title 2, 587.11, 8587.12
That the	, a pul	olic entity established under the
(N	ame of Applicant)	
	California, hereby authorizes its	• • •
-overnor's ()ttice of	f Emergency Services for all mo	atters pertaining to such state

disaster assistance the assurances and agreements required.



DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

	This is a universal resolution and is efficient disasters/grants declared up to thre		·		of approval.	
	This is a disaster/grant specific resolution disaster/grant number(s):		is effective	for only		
Pass	ssed and approved thisday of		_, 20			
	(Name and Title of Gov	verning B	ody Represe	entative)		
	(Name and Title of Gov	verning B	ody Represe	entative)		
	(Name and Title of Gov	verning B	ody Represe	entative)		
	CER	TIFICATIO	N			
l,	(Name), duly, de, de (Name of Applicant)			(Title)	o e is a true and)f
corr	rect copy of a resolution passed and	approve	d by the		unio a Da al A	
of th	heo (Name of Applicant)	n the	day of	•	rning Body) , 20	
	(Signature)			(Title)		



DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

- 1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
- Names and Titles: If the Governing Body so chooses, the names and titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



DRAFT FOR EXECUTIVE COMMITTEE REVIEW DATE: 4/11/2024

Agenda Item No. 20

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Improving Restroom Availability at San Diego State University Transit Center - Memorandum of Understanding Amendment

INFORMATION ONLY

Budget Impact

The budget impact is anticipated to be approximately \$95,000 in FY 2025 for maintenance and one-time improvements; and approximately \$60,000 annually.

DISCUSSION:

The San Diego Metropolitan Transit System (MTS) and San Diego State University (SDSU) executed a Memorandum of Understanding (MOU) on June 30, 2006, for the operation and maintenance for the Mission Valley East light rail transit extension's new transit center on the San Diego State University campus.

Public restrooms were built and located adjacent to the entrance to the underground Trolley station. The original MOU did not specify which entity was responsible for maintaining the restrooms. Section 6(a) of the MOU identifies all of the items that MTS is responsible for maintaining, but this list does not include the Public Restrooms. Section 6(b) states that SDSU will maintain all other items at the Station not identified in 6(a). Additionally, "Public Restrooms" is defined in Article 1, but never specifically referenced elsewhere in the MOU. This appears to place responsibility on SDSU for restroom operation and maintenance, but also does not require SDSU to keep the restrooms open for any particular period of time. Under this framework, MTS has never been in control of or responsible for the SDSU station restrooms. Approximately six years ago, the restrooms were closed temporarily, and then permanently, as a result of maintenance and security concerns.

As part of a larger Board policy discussion, the MTS Board asked staff to evaluate and identify where restroom access along the trolley system can be improved. SDSU was identified as a



potential location to more quickly improve restroom access, since only minimal capital improvements are necessary to re-open the restrooms. MTS and SDSU therefore engaged in discussions about potentially reopening the restrooms and sharing the costs of maintaining them.

This amendment, which will be substantially in the same format as Attachment A, will clearly define and identify each party's respective rights and duties related to the operation, maintenance and security for the public restrooms. Both parties agree the restrooms will generally be open during the hours the Trolley is open (approximately 5 a.m. to midnight) seven days week, for 365 days per year. SDSU will be responsible for the security, operation and maintenance of the public restrooms. It will be serviced on a regular schedule, and SDSU police will be the lead responder for any calls for assistance. MTS security officers will conduct routine patrols/inspections of the restrooms.

This MOU amendment commits MTS to reimburse SDSU fifty percent (50%) of the reasonable costs to operate, maintain and provide security. If maintenance issues arise in the Trolley's deluge system on MTS property, but the blockages are sourced at the SDSU restroom, SDSU will reimburse MTS fifty percent (50%) of the reasonable cost. The amendment also specifies that MTS will reimburse SDSU for fifty percent (50%) of pre-approved, one-time tenant improvements for the restrooms.

/s/ Sharon Cooney
Sharon Cooney
Chief Executive Officer

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

Attachment: A. Draft Amendment M6644.1-06 to SDSU Operating and Maintenance Agreement

Att. A, AI 20, 4/25/24 MTS Doc. No. M6644.1-06

Amendment No. 1 to OPERATION AND MAINTENANCE AGREEMENT FOR THE MISSION VALLEY EAST LIGHT RAIL TRANSIT EXTENSION, LIGHT RAIL TRANSIT STATION AND BUS CENTER AT SAN DIEGO STATE UNIVERSITY

This Amendment No. 1 (Amendment) to the Operation and Maintenance Agreement for the Mission Valley East Light Rail Transit Extension, Light Rail Transit (LRT) Station and Bus Center at San Diego State University (SDSU LRT O&M Agreement) is entered into as of _______, 2024 between The Trustees of the California State University, by and through San Diego State University (SDSU), and the San Diego Metropolitan Transit Development Board, also known as the San Diego Metropolitan Transit System (MTS) (collectively referred to herein as the "Parties").

RECITALS

- A. Between 1999 and 2005, MTS constructed the Mission Valley East LRT Extension Project (Project), which included a 5.6-mile extension of the MTS Green Line from the Mission San Diego Station to Grossmont Center. The Project constructed four new trolley stations: Grantville, SDSU, Alvarado Medical Center, and 70th Street and connected this east-west trolley route from Old Town Transit Center to Santee.
- B. The Parties entered into the SDSU LRT O&M Agreement on June 30, 2006 to establish each party's respective rights and duties related to the operation, maintenance and security for the LRT Extension, LRT Station and Bus Transit Center at SDSU, and SDSU's utilization of MTS's prior bus transit center.
- C. As part of the Project, MTS constructed Public Restrooms (as defined in Article 1 of the SDSU LRT O&M Agreement) located at the entrance of the LRT Station at SDSU.
- D. Article 6(a) and (b) of the SDSU LRT O&M Agreement govern the respective maintenance obligations of MTS and SDSU as it related to the LRT Station and Bus Transit Center at SDSU.
- E. By this Amendment, the Parties desire to clarify and amend the responsibilities under the SDSU LRT O&M Agreement as it relates to the Public Restrooms.

AGREEMENT

Notwithstanding anything in the SDSU LRT O&M Agreement to the contrary, the Parties agree as follows:

1. Public Restrooms.

- a. SDSU shall operate, maintain, and provide security for the Public Restrooms pursuant to hours that are reasonably related to classes, business meetings, special events, and other activities on the SDSU campus that generate more than minimal transit ridership at the LRT Station and the Bus Transit Center.
- b. SDSU and MTS shall agree on schedule, which may be modified from time to time, and shall provide notice to MTS transit patrons and campus visitors of the hours of operation, but will not exceed the operation hours of the trolley. Notice may be through a combination of posted signs, website listings, printed materials, and other methods determined in SDSU and MTS's reasonable discretion.
- c. MTS agrees to reimburse SDSU for fifty percent (50%) of the reasonable costs to operate, maintain, and provide security to the Public Restrooms as set forth in Paragraph 1(a) above. In addition, MTS agrees to reimburse SDSU for fifty percent (50%) of pre-approved tenant improvements for the Public Restrooms. On an annual basis, MTS and SDSU shall mutually agree to an estimated budget for the costs subject to reimbursement under this Paragraph 1(c). The initial estimated budget, for the pro-rated period of

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Att. A, AI 20, 4/25/24 MTS Doc. No. M6644.1-06

May 1 to June 30, 2024, is set forth in Attachment A. Thereafter, in order to accommodate the parties' annual budgeting process, SDSU shall make good faith efforts to provide MTS with it is budget estimate for the upcoming fiscal year (July 1 to June 30) no later than March 15th each year. All undisputed invoices shall be paid by MTS within thirty (30) days of receipt.

- d. SDSU agrees to reimburse MTS for fifty percent (50%) of the reasonable costs, up to \$20,000 total or \$10,000 for MTS and \$10,000 for SDSU, for any plumbing obstruction repairs required in the Trolley tunnel's deluge system that are sourced at the Public Restrooms as defined in Article 1 of the SDSU LRT O&M Agreement. Any repairs over \$20,000 will require a negotiation between the CEO of MTS and Vice President for Business & Financial Affairs for SDSU or their designees
 - i. For any obstructions in the MTS deluge system, MTS will hire a mutually agreed upon third party expert to determine and document the source of the obstruction.
 - e. SDSU will make all reasonable efforts to document and respond to any plumbing issues in the Public Restrooms and notify MTS within 18 hours.
- 2. <u>Term.</u> This Amendment shall be coterminous with the SDSU LRT O&M Agreement; provided, however, that either party may terminate this Amendment and the obligations set forth in Paragraph 1, by providing the other party with at least 90 days written notice.
 - 3. All other terms of the SDSU LRT O&M Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, The Trustees of the California State University, by and through San Diego State University (SDSU), and the San Diego Metropolitan Transit Development Board have executed this Amendment No. 1 to the SDSU LRT O&M Agreement

SAN DIEGO STATE UNIVERSITY	SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD
By: Eric Hansen AVP - Business Operations	By: Sharon Cooney Chief Executive Officer
Date:	Date:
Approved as to form:	Approved as to form:
By: Office of the General Counsel for the California State University	By: Karen Landers MTS General Counsel

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Attachment A

Initial Budget Estimate for Public Restroom Shared Costs

Initial Budget Estimate for Public MTS/SDSU Restrooms - Shared Costs

As Needed 6 times per day One time	\$15,000 \$94,000 \$71,000
One time	\$71,000
L FOR YEAR ONE	180,000
As Needed	\$137
OR YEAR ONE	190,000
	\$95,000
	\$95,000
per day, seven days	per week.
p	OR YEAR ONE

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Agenda Item No. 21

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

Fiscal Year (FY) 2025 Capital Improvement Program (CIP) Amendment

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING





Agenda Item No. 22

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 25, 2024

SUBJECT:

ChargePoint ViriCiti Bus Telematics License Renewal-Sole Source Contract Award

AGENDA ITEM WILL BE PROVIDED BEFORE BOARD MEETING

